

**City of Yakima**  
**NOTICE TO BIDDERS**  
**BID 12126S**

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 PST on November 1, 2021. At such time, Bids will be publicly opened and read in Yakima City Hall, Council Chambers, 129 N. 2nd Street, Yakima, Washington 98901 for:

**Re-Bid Unit-Price Electrical Services**

The City of Yakima reserves the right to reject any & all Bids. The City hereby notifies all Bidders that it will affirmatively ensure compliance with WA State Law Against Discrimination (RCW chapter 49.60) & the Americans with Disabilities Act (42 USC 12101 et set.)

**NOT TO BE USED WITH FEDERAL FUNDS.**

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

Dated October 11, 2021. Publish on October 11 & 12, 2021  
Susan Knotts, CPPO, CPPB



**CITY OF YAKIMA INVITATION TO BID 12126S**  
**SIGNATURE SHEET**

*THIS IS NOT AN ORDER*

BID Release Date: October 11, 2021

**Bid Receipt:** Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **12126S**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids must be date and time stamped on or before the date and time listed below that the Bid is due. Bid opening are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

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

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

Purchasing For:

City of Yakima Purchasing Division  
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:

**November 1, 2021 at 11:00:00 AM PST**

Public Opening ☒

Phone

(509) 575-6095

E-Mail Address

[Susan.Knotts@YakimaWA.Gov](mailto:Susan.Knotts@YakimaWA.Gov)

**PROJECT DESCRIPTION SUMMARY**

**Re-Bid Unit-Price Electrical Services**  
**City of Yakima**

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

☐ 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 ( )

Signature of Above

Date

Email Address

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**INVITATION TO BID # 12126S**  
**Re-Bid Unit-Price Electrical Services**  
**City of Yakima**

**NOT TO BE USED WITH FEDERAL FUNDS**

## **II. GENERAL INFORMATION**

### **1. Purpose**

It is the intent and purpose of these specifications to describe Re-Bid Unit-Price Electrical Services in sufficient detail to secure bids on comparable units, equipment parts and material. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

This Unit-Price Contract is not to be used with Federal funds and shall be used for repair and maintenance work only. It shall not be used to complete a major project, or a budgeted Capital project.

### **2. Contracting Agency and Point of Contact**

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

### **3. New and Unused**

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

### **4. Best Modern Practices**

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

### **5. Equal/Approved Equal**

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. Each bidder shall clearly identify make, model or trade name of equipment bid on the bid form. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

### **6. Exceptions**

Specifications of the services and/or work bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE

SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

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

**7. More or Less**

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

**8. Delivery/Completion**

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

**9. Contract Term**

See Section 3 of Contract

The period of this contract shall be for a period of three (3) years from its effective date. Contract may be extended on the anniversary date for one (1) additional one (1) year period. Contract is not to exceed a total of four (4) years or \$250,000, whichever comes first.

**10. Pricing and Discount**

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

Prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

**11. Price Clarifications**

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

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

Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

**12. Price Increases**

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

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

In order to protect the interest of the City and to give the contractor 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, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for services and materials on the Bid Form in accordance with the contract.

If contractor requests the City to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date.

Materials: If requested by the Contractor in writing thirty (30) days prior to the anniversary date of each year of the contract, the City will consider increasing the Contractor's rates per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous twelve months. The City, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within 30 days of receipt of the request. If approved, increase shall take effect 30 days after approval. The yearly increase shall not exceed 3.5%. All such requests shall be submitted in writing to the Buyer listed on Page 2.

Labor: If requested by the Contractor thirty (30) days prior to the anniversary date of the contract, Labor rates may be adjusted per the West C, Urban Wage Earners and Clerical Workers Consumer Price Index -- 50,000 to 330,000 populations for the next year's contract term, if the City agrees to the request. No discount adjustments will be allowed.

### **13. Expansion Clause**

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s). At any time during the term of this contract, other City departments may be added, if both parties agree.

### **14. Warranty**

Unless otherwise specifically stated by the Bidder, all goods and services furnished shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered and/or installed. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor's warranties

(and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, installation, inspection, and acceptance of the goods or services.

#### **15. Regulations 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).

#### **16. Prompt Payment**

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on the Signature Sheet, 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

#### **17. Payments**

Upon final inspection and acceptance of the work by the City, Contractor is to submit properly completed itemized invoice(s), the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein to:

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

To insure prompt payment each itemized invoice should not only include the Contractor's name and return remittance address but also cite Bid number 12126S, purchase order number, bid item and Service(s) description, quantity, unit and total price, discount terms, and location of work and date work was completed.

Payment (minus 5% retainage) will be mailed within thirty (30) days of (a) the receipt and acceptance of the completed project, (b) approval of annual Prevailing Wage Intents and Affidavits, and (c) properly completed itemized invoice. Invoices shall be itemized to reflect hours worked and material costs. **No Progress payments will be made.**

#### **18. Acceptance of Terms**

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

#### **19. Sales Tax**

The City of Yakima's Sales Tax rate is currently 8.3%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

#### **20. Tax Revenues**

RCW 39.30.040 allows the City to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

#### **21. Clarifications and/or Revisions to Specification and Requirements**

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



Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the Bid document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this Bid, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda are posted on the City of Yakima website at [www.YakimaWA.Gov/Services/Pruchasing](http://www.YakimaWA.Gov/Services/Pruchasing) and sent directly to interested parties who have registered with the Buyer on page 2, for updates to this Bid.

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

## **22. 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.

## **23. No Obligation to Contract**

This Bid does not obligate the City 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. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

## **24. Retention of Rights**

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

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 City and may be used by the City at its option.

## **25. Points Not Addressed**

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

## **26. Other City Departments/Like Items Added**

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

## **27. Materials Bought from Different Supplier**

Should the Contractor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the Contractor holding the Bid award for these products.

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

## **28. Re-Award**

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible bidder within 120 days from original award.

## **29. Errors and Omissions**

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

# **III. PREPARING AND SUBMITTING A BID**

## **1. General Instructions**

Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. Refer to Item 8 below, Bidder's Checklist, to ensure your Bid is responsive.

## **2. Submitting a Bid**

Bidders shall submit one original (so marked) Bid. Bids shall be submitted to the address listed on Page 2 of this solicitation no later than the date and time listed on Page 2 of this Bid. Late Bids will not be accepted or evaluated and will be returned to the Bidder, unopened, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders. All Bids shall list the information on the outside of the package as specified on Page 2 of this Bid.

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

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

## **3. Public Works Project**

This is a Prevailing Wage contract. 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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is November 1, 2021. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 129 N 2nd Street, Yakima, WA 98901.

Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

- An Intent to Pay Prevailing Wages is required to be filed on the anniversary date of each year.
- An Affidavit of Wages Paid is filed at the end of each contract year.
  - The prevailing rate of wage in effect on the date the anniversary date for that year must be used.

No subcontracting will be allowed.

#### 4. Bid Bond

A bid bond from a State-licensed surety company on a form acceptable to the City, or certified or cashier's check, equal to percent (5%) of the bid in the amount of **\$12,500** shall be included with the bid and shall be retained as liquidated damages should the successful vendor, after formal notification of award, fail to enter into a contract with the City to perform the Work. The certified or cashier's check will be deposited in a non-interest bearing checking account and will be returned to the unsuccessful bidders by a City of Yakima Treasury Check. The successful vendor's check will be retained by the City until the Performance Bond is received and approved by the Purchasing Agent at which time he/she will be reimbursed by a City of Yakima Treasury Check. The City will pay no interest on any check held in lieu of a bond under this requirement.

#### 5. Prohibition of Bidder Terms & Conditions

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this Invitation to Bid. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

#### 6. 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 their response.

#### 7. Withdrawal of Bids

Bidders may withdraw or supplement their Bid 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. After bid closing date and time, all submitted Bids shall be irrevocable until contract award.

#### 8. Bidders Check List

The Bidder's attention is especially called to the following forms, which must be completed and submitted on the form provided by the City as part of their Bid submittal and bound in the contract Documents:

- |  |       |       |
|--|-------|-------|
| • Signature Sheet  | Page  | 2     |
| • Bid Form   | Pages | 20-21 |
| • Contractors Questionnaire and Supplemental Bidder Responsibility Criteria Form | Pages | 29-31 |
| • Bidders Responsibility Form  | Page  | 32    |
| • Bid Bond   | Page  | 33    |

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

- |  |       |       |
|--|-------|-------|
| • Contract ( <i>Sample</i> )                                   | Pages | 22-28 |
| • Performance Bond   | Page  | 34    |
| • Retainage Form   | Page  | 35    |
| • Certification of Compliance with Wage Payment Form           | Page  | 36    |
| • Certificate of Insurance with Additional Insured Endorsement | Pages | 37-38 |

## IV. EVALUATION AND CONTRACT AWARD

#### 1. Bid Evaluation

The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to a responsible Bidder with the lowest responsive Bid. Evaluation of Bids and determination of Bidder responsibility shall be based on past experience with Bidder, proposed manufacturer's service availability, parts

availability, equipment design and functionalism, effect on productivity, and Bidder's supporting documentation.

**Company 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.**

## **2. Offer in Effect for Ninety (90) Days**

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

## **3. Protest Procedure**

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: [maria.mayhue@yakimawa.gov](mailto:maria.mayhue@yakimawa.gov). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the Bid shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more 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 protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written 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. The Executive shall make a final determination in writing to the Protester.

### Award Announcement

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

### Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the 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 protestor 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.

#### **4. Sample Contract and Terms and Conditions**

The Sample Contract provided with this Bid Specification represents the terms and conditions which the City expects to execute in a contract with the successful Bidder. Bidders must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The City may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the City.

## **V. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

It is the intent of these specifications to describe Re-Bid Unit-Price Electrical Services in sufficient detail to secure bids on comparable work. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

### **1. Scope of Work**

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to Unit Price Electrical Services located as indicated in these specifications and the completion of all work indicated in the Contract Documents.

Electrical work may consist of, but not be limited to troubleshooting, repairing and/or installation of:

- Electrical issues with pumps, equipment, backup generators,
- Electrical issues with sanitary sewer and storm water pump stations, including float and ultrasonic control systems.
- Hard wiring new pumps or plant equipment
- Electrical services, interior and exterior lighting
- panel upgrades and manufacturing, and HVAC wiring and systems
- Street pole relocation, street lights, traffic control devices, signals, and illuminated signs.

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.

### **2. 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 must submit with their bid response the Bidder Responsibility Form on page 32, demonstrating compliance with the criteria. The Bidder must:

- a. 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;
- b. Have a current Washington Unified Business Identifier (UBI) number;
- c. If applicable:
  - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. 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.

- f. Per RCW 39.04.350 and RCW 39.06.020, if not exempt, Contractor must have Labor and Industries Training.

For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, 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.

### **3. Supplemental Bidder Responsibility Criteria**

Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder must submit with their bid response the Contractor Questionnaire & Supplemental Bidder Responsibility Criteria Form on pages 29-31, demonstrating compliance with the criteria.

- a. Criterion: 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.
- b. Criterion: The Bidder shall not have had any public works 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.
- c. Documentation: Qualifications must be listed on the attached Contractor Questionnaire and Supplemental Bidder Responsibility Criteria form and returned with bid submittal. The City may contact previous owners to validate the information provided by the Bidder. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive.
- d. Request to Change Criteria During Bidding: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in these bidding documents may make or submit requests to the Buyer listed on page 2 to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to the bid submittal deadline.
- e. Appeals: If the City determines the bidder does not meet the Supplemental Bidder Responsibility Criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the determination by presenting additional information. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

### **4. Workmanship**

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. All materials provided for individual projects will be per the current edition of the National Electrical Code. Construction will be performed per the current edition of the National Electrical Code and City standards. 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.

## **5. 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), health and safety laws and regulations (OSHA/WISHA/City Safety Codes), and the most recent edition of the ANSI/TIA/EIA and NEC Standards.

## **6. Licenses and Permits**

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

Bidders must have a valid Washington State Electrical License **at the time of opening of the bids** and throughout the life of the resulting contract.

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

## **7. Additional Works**

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

## **8. Work Start and Completion**

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 electrical services shall be performed during a regular eight (8) hour business day between the hours of 6:00 AM and 6:00 PM, Monday through Friday. Contractor agrees to mobilize and be available to perform scheduled work within a maximum of two (2) days of each request. There may be occasions when job completion runs beyond 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 Emergency work within sixty (60) minutes of call out.

## **9. Project Quote**

Contractor is to provide the Project Manager a quote for each project/call-out using the City of Yakima Unit-Price Project Quote Form (see sample on page 39).

Each project/call out under this contract will be limited to \$49,999 and under, including tax. The total contract value shall not exceed \$250,000, including tax.

## **10. 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.

## **11. No Disturbance**

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

## **12. 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.

### **13. Repair or Replacement**

The work shall consist of repair of any incidental damages to walls, moldings, electrical, flooring, landscaping, fencing, paved areas, top soil, turf, or other miscellaneous items within or adjacent to the project area. This includes complete replacement of items that are beyond repair as determined by the City.

Should adjacent property be damaged in any manner, Contractor shall immediately contact the Project Manager. Contractor shall promptly repair damages caused to adjacent areas, rooms, facilities, property, streets, and sidewalks by construction operations as directed by the City and at no cost to the City.

### **14. Protection of Existing Utilities**

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

- a. Notify the Project Manager and Contract Administrator 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.
- b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor must notify the Project Manager and Contract Administrator IMMEDIATELY.
- c. 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.

### **15. Contractor's Responsibility for Fire Prevention and Protection**

The Contractor shall take the following precautions:

- a. The contractor shall perform all work in a fire safe manner.
- b. Contractor shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires.
- c. Contractor shall comply with applicable Federal, local, and State fire prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding building Construction Operations (NFPA No. 241) shall be followed.
- d. Contractor shall provide passageways around the areas of construction to ensure safe passage of persons in the area.
- e. No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area and notify the appropriate authorities.

### **16. Waste Materials**

All refuse and waste material must be disposed of by the Contractor off the City's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

### **17. 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 persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

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



## **18. 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. Specific areas are adjacent buildings, walkways and parking areas.

## **19. Contractor's Vehicles**

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

## **20. Traffic**

Contractor is to conduct demolition operations and the removal of debris in a way to ensure minimum interference with roads, streets, walkways, and other adjacent occupied or used facilities.

Contractor is not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

The contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc. Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ traffic men and take other such reasonable means or precautions or as required to prevent damage or injury to other property, and to minimize the inconvenience to the public by his construction operations.

The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 8" rough lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the City in order to retain a high degree of visibility to vehicular and pedestrian traffic.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

The Contractor will be held responsible for any damages that the local public agency, City, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

Provide a traffic director and traffic men as required by the local regulatory agencies.

## **21. Performance Bond/Retainage**

In order to ensure that work will be performed in accordance with the specifications and within time of delivery specified on the face of the Bid Form and to insure the City against failure of the successful bidder to promptly correct all discrepancies in manufacture, materials, quality of workmanship, and appearance of the finished article the successful bidder shall furnish a duly-executed Performance Bond and the City will withhold 5% retainage. Retainage is required and is withheld from each individual work order/invoice until contract close out. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State department of Labor & Industries, any liens, and receipt of approved affidavits for Wages paid for the Contractor.

a. Performance Bond: The successful bidder shall furnish a duly-executed bond, equal to 25% of the total contract value including sales tax, upon a form approved by the City, signed by approved surety or sureties in the amount of **\$62,500** conditioned upon the faithful performance of the contract by the Contractor within the time prescribed thereon. At the option of the successful bidder, a savings account equal to 25% of the total contract value including sales tax in the amount of **\$62,500** may be assigned to the City for the term of the contract in lieu of a performance bond. At any time and as often as may be deemed necessary, the City may require any or all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account. Whenever such surety or sureties are deemed by the City to have become insufficient, the City may demand in writing that the Contractor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further electrical work shall be allowed until such additional surety as required is furnished. The Performance Bond or prescribed saving account shall be in force through the term of the contract including any extension until final completion and acceptance by the City, and also for such period following acceptance by the City which the law allows liens to be filed. After the date of final completion and any lien period, the Contract Bond will be released once all required releases have been received by the applicable state agencies. All Performance Bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570 and be a company acceptable to the City.

The Bond or prescribed saving account shall be executed and delivered to the City and subject to approval of the Purchasing Agent within ten (10) working days after notification of award. If the successful bidder fails to perform per specifications, the bid bond will be forfeited.

b. Retainage: RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the monies earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

The Awarded Contractor will complete and furnish to the City a Retainage Instruction form, page 35. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security and State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid.

Each invoice submitted by the Contractor shall include two separate line items. The first line item is to reflect the total price of the job being invoiced, less five (5) percent retainage. The second line item will reflect the five (5) percent retainage amount. The City will issue payment on the retainage amount forty-five days after the City has accepted the Contract as complete and upon receipt of all necessary releases.

## **22. Final Inspection and Acceptance**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request the City's Project Coordinator to inspect the work. The City will notify the Contractor of any deficiencies in the work 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 seven (7) days after receipt of the written 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 and turned in all required submittals after the final inspection and acceptance has occurred.

## VI. BID FORM

### INVITATION TO BID NO. 12126S

#### Re-Bid Unit-Price Electrical Services

Please check the type of work your company can perform then Bid your Lowest Price, Best Response Time, and Payment Discount Terms for the following LABOR RATES and PARTS RATES to any given location within Yakima County on the Bid Form. **All labor rates to be calculated from the arrival time at the job site to the completion of work – No travel time to be included.** Fill out a separate Bid Form below if different rates apply to different types of electrical work.

The City reserves the right to reject any or all Bids and to accept any or all ITEMS at the price Bid. The City intends to award this Contract within ninety (90) calendar days.

- |  |  |
|--|--|
| <input type="checkbox"/> Electrical Low Voltage                      | <input type="checkbox"/> Lighting - Exterior                 |
| <input type="checkbox"/> Electrical Construction                     | <input type="checkbox"/> Lighting - Interior                 |
| <input type="checkbox"/> Electric Vehicle Charging Station           | <input type="checkbox"/> Lighting – Illuminated Signs        |
| <input type="checkbox"/> Panel Manufacturing & Updating              | <input type="checkbox"/> HVAC Wiring and Installation        |
| <input type="checkbox"/> Lighting - Street                           | <input type="checkbox"/> Traffic Control Devices and Signals |
| <input type="checkbox"/> Traffic Sign Installation and Replacement   | <input type="checkbox"/> Traffic Loop                        |
| <input type="checkbox"/> Electrical High Voltage                     | <input type="checkbox"/> High Voltage Electrical Testing     |
| <input type="checkbox"/> Power line/pole Construction and Relocation | <input type="checkbox"/> Transformer Maintenance and Repair  |
| <input type="checkbox"/> Wood Pole Inspection and Treating Services  |  |

# **BID FORM 12126S Re-Bid Unit-Price Electrical Services**

Fill out a separate Bid Form if different rates apply to different types of electrical work.

<b>List Type(s) of Work:</b> _____				
<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price Per Unit</b>
<b>Labor – Regular</b>				
1.	Labor Rate per Hour by Licensed Electrician	1	HR	\$ _____
2.	Labor Rate per Hour by Certified Apprentice	1	HR	\$ _____
3.	Other (Listed Wage Classification(s) intended to be utilized on this contract)	1	HR	\$ _____
4.	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged			_____ %
<b>Labor – After Hours, Holidays, Overtime</b>				
5.	After normal business hours, holidays & overtime by Licensed Electrician	1	HR	\$ _____
6.	After normal business hours, holidays & overtime by Certified Apprentice	1	HR	\$ _____
7.	Other (Listed Wage Classification(s) intended to be utilized on this contract)	1	HR	\$ _____
8.	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged			_____ %
<b>Labor – Emergency</b>				
9.	Labor Rate per Hour for emergency call out by Licensed Electrician	1	HR	\$ _____
10.	Labor Rate per Hour for emergency call out by Certified Apprentice	1	HR	\$ _____
11.	Other (Listed Wage Classification(s) intended to be utilized on this contract)	1	HR	\$ _____
12.	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged			_____ %
<b>Parts and Materials - Parts &amp; Materials must be IEC/NEC Certified.</b>				
<b>Method of Calculating Parts and Materials Costs (Chose one)</b>				
13-a.	Parts and Materials <b>Cost Plus (+)</b>	1	EA	(+) _____ %
13-b.	(Or) Parts and Materials <b>List Minus (-)</b>	1	EA	(-) _____ %
13-c.	(Or) Parts and Materials <b>Other (explain):</b> _____	\$ _____ / _____ %		
14.	<u>Items not listed</u> ; list discount offered off list prices for any other items not specifically listed			
Any Applicable Freight for Parts & Materials must be included			<b>FREIGHT:</b>	<b>\$ INCLUDED</b>
<b>MANDATORY</b> - WE (I) WILL PROVIDE ELECTRICAL SERVICES WITHIN _____ HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED. <b>MAXIMUM TWO (2) BUSINESS DAYS.</b>				
<b>MANDATORY</b> - <b>EMERGENCY CALL-OUT SERVICES</b> WILL BE PROVIDED WITHIN _____ MINUTES/HRS FROM - <b>MAXIMUM SIXTY (60) MINUTES.</b>				

## VII. SAMPLE CONTRACT

### AGREEMENT

#### CITY OF YAKIMA

12126S

#### *Re-Bid Unit-Price Electrical Services*

**THIS AGREEMENT**, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation ("City"), and \_\_\_\_\_, ("Contractor").

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

#### **1. Statement of Work**

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as "Services") according to the procedure outlined in Bid 12126S Re-Bid Unit-Price Electrical Services Specifications which are attached as Exhibit A, and the most recent edition of the ANSI/TIA/EIA and NEC Standards, all of which are incorporated herein by this reference, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall begin within \_\_\_\_\_ business days after Notice to Proceed. Emergency work shall begin within \_\_\_\_\_ minutes after Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment; 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 agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the 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. Contract Term**

The period of this Contract shall be for a period of three years from its effective date. The City may, at its option, extend the Contract for one (1) additional year 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 extension 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.

#### **4. Changes**

Any proposed change in this Contract shall be submitted to the other party, for its prior written approval. If approved, change will be made by a contract amendment 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**

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

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**

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/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.

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 six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington 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.

All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima /Yakima County records. They must be produced to third parties, if required pursuant to the Washington State 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 Secretary of State's records retention schedule.

The terms of this section shall survive any expiration or termination of this Contract.

## **9. Work Made for Hire**

All work the Contractor performs under this Contract 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 Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

## **10. Guarantee**

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

## **11. Compliance with Law**

Contractor agrees to perform all Services under and pursuant to this Contract 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.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License covering this type of work and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington State Contractor Registration number.
- c. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

- d. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- f. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

## 12. Prevailing Wages

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

- a. RCW 39.12.010 - the Prevailing Rate of Wage. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.
- b. 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, each contractor and subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.
- c. 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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Based on the bid submittal for this project, the applicable effective (start) date of this project for the purposes of determining prevailing wages is the bid date, **November 1, 2021**.

## 13. Certified Payroll for Non-Federally Funded Projects

Upon request by the City or by an Interested Party, copies of certified payroll shall be provided to City, with employee information such as last name, SSN and address, redacted in accordance with RCW 42.56.230, in order to provide for public records requests.

The City reserves the right to require Contractor to deliver to City a copy of the non-redacted Certified Payroll if City determines, in its sole discretion, that, such non-redacted copy is necessary or appropriate in order to enable City to comply with any applicable law.

RCW 42.56.230 (7)(a) Personal Information Exemption: Any record used to prove identity, age, residential address, social security number, or other personal information required to apply for a driver's license or identicard.

RCW 39.12.010 (4): An "Interested Party" for the purposes of this chapter shall include a Contractor, Subcontractor, an employee of a Contractor or Subcontractor, an organization whose members' wages, benefits, and conditions of employment are affected by this chapter, and the director of labor and industries or the director's designee.

### WAC 296-127-320 Payroll:

- a. Each Contractor shall keep accurate payroll records for three years from the date of acceptance of the public works project by the contract awarding agency, showing the name, address, Social Security number, trade or occupation,



straight time rate, hourly rate of usual benefits as defined by WAC [296-127-014\(1\)](#), and overtime hours worked each day and week, including any employee authorizations executed pursuant to WAC [296-127-022](#), and the actual rate of wages paid, for each laborer, worker, and mechanic employed by the Contractor for work performed on a public works project.

- b. A Contractor shall, within ten days after it receives a written request, from the department or from any interested party as defined by RCW [39.12.010\(4\)](#), file a certified copy of the payroll records with the agency that awarded the public works contract and with the department.
- c. A Contractor's noncompliance with this section shall constitute a violation of RCW [39.12.050](#).

#### **14. 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, gender identity, 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.

#### **15. Indemnification and Hold Harmless**

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, 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) which result or arise from Contractor's performance under this Agreement, and/or out of the negligent acts or omissions of Contractor, its officials, officers, employees or agents.
- b. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.
- c. Contractor's Waiver of Employer's Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Contract, 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 elected and appointed officials, officers, employees, attorneys, 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, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

- d. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this Section shall survive any expiration or termination of this Contract.

## **16. Contractor's Liability Insurance**

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor will provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. 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 City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The following insurance is required:

### **a. Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. 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.

### **b. Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. 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 business auto liability shall include Hired and Non-Owned coverage if necessary.

### **c. Employer's Liability (Stop Gap)**

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 Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its 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.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. 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.

If at any time during the life of the Contract, or any extension, 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.

Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

#### **17. 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.

#### **18. Contract Documents**

This Contract, the Invitation to Bid 12126S Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, 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 Contract.

#### **19. 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.

#### **20. Termination - Cause**

The City reserves the right to terminate this Contract at any time, upon written notice, in the event that the Services of Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Contract. The effective date for such termination shall be upon receipt of the notice, or three days after the notice is mailed first class mail, certified with return receipt requested.

#### **21. Force Majeure**

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics/pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City 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.

#### **22. Governing Law**

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

#### **23. Venue**

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

**24. Authority**

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

**25. Notice**

Any notice required or permitted to be given under this Contract shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested. Notices to the parties shall be delivered to:

TO CITY:	Bob Harrison City of Yakima City Hall—First Floor 129 North Second Street Yakima, WA 98901	TO CONTRACTOR: _____ _____ _____
COPY TO:	City of Yakima Purchasing Susan Knotts, Buyer II City Hall—Second Floor 129 North Second Street Yakima, WA 98901	_____ _____ _____

**26. Survival**

The foregoing sections of this Contract, 2-24 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

**IN WITNESS WHEREOF**, the parties hereto execute this Contract as of the day and year first above written.

**CITY OF YAKIMA**

**[ENTER CONTRACTOR NAME]**

\_\_\_\_\_  
City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
(Print name)

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

## VIII. FORMS

### CONTRACTOR QUESTIONNAIRE & SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

**Must be submitted with your Bid**

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

#### CONTRACTOR INFORMATION

Proposer's Legal Name: \_\_\_\_\_

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

CEO/President  
Name: \_\_\_\_\_

Business License No. \_\_\_\_\_ UBI No. \_\_\_\_\_ Federal EIN 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 the person to contact for questions concerning this proposal.**

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

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

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

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

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

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

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

## QUALIFICATIONS & RESPONSIBILITY

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

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

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; # \_\_\_\_\_

Contractor not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Yes: \_\_\_\_\_ No: \_\_\_\_\_

Contractor not had any public works 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. 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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## 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 \_\_\_\_\_  
\_\_\_\_\_

## BIDDER RESPONSIBILITY FORM

**Must be submitted with your Bid**

### Bidder Responsibility Criteria

It is the intent of City to award a contract to the low 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 quote submittal;

Contractor #: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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; Is account current? \_\_\_\_\_  
Yes/No

- 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).

Is Contractor disqualified? \_\_\_\_\_  
Yes/No

5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

Does Contractor have violations? \_\_\_\_\_  
Yes/No

6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, 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.

Is Contractor in compliance? \_\_\_\_\_  
Yes/No

7. Per RCW 39.04.350 and RCW 39.06.020, has the Contractor had Labor and Industries Training or are they exempt?  
Is Contractor in compliance? \_\_\_\_\_ Training Complete ☐ Exempt ☐

Yes/No



**BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ \_\_\_\_\_  
\_\_\_\_\_ which amount is not less than five percent of the total bid without tax.

Sign Here \_\_\_\_\_

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Yakima, as Obligee, in the penal sum of \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for \_\_\_\_\_  
\_\_\_\_\_ according to the terms of the proposal or bid made by the Principal therefore, and the  
Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid  
and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if  
the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in  
the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and  
the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_, 20\_\_.

Received return of deposit in the sum of \$ \_\_\_\_\_.

\_\_\_\_\_  
(Signed)

**PERFORMANCE BOND  
BOND TO CITY OF YAKIMA**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_

a \_\_\_\_\_ Corporation as Principal and \_\_\_\_\_ a

corporation organized and existing under the laws of the State of \_\_\_\_\_ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF YAKIMA in the penal sum of \$\_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the CITY OF YAKIMA.

DATED at Yakima, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Yakima City Council on \_\_\_\_\_, 20\_\_\_\_, the City Manager and City Clerk of the CITY OF YAKIMA has let or is about to let to the said \_\_\_\_\_, the above bounded Principal, a certain contract, the said contract being numbered \_\_\_\_\_, and providing for \_\_\_\_\_ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said \_\_\_\_\_, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply said principal or sub-contractors with provisions and supplies for the carrying on of said work, and shall hold said CITY OF YAKIMA, its employees, agents, and elected or appointed officials, harmless from any damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-contractor in the performance of said work and shall indemnify and hold the CITY OF YAKIMA, its employees, agents, and elected or appointed officials, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the CITY OF YAKIMA, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

\_\_\_\_\_  
(Contractor)

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

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

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

\_\_\_\_\_  
(Surety)

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

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

**RETAINAGE INSTRUCTIONS  
MANDATORY FORM**

**Must be submitted prior to contract execution**

**Contract Title:** Re-Bid Unit-Price Electrical Services, City of Yakima

**Bid Number:** 12126S

The following is authorized and selected by the Contractor to provide the City instructions on retainage of funds in accordance with the retainage required as stipulated in RCW 60.28.

☐ (1) **Non-Interest Bearing Account:** Have the City retain the required amount in a non-interest bearing fund that the City manages until receipt of all necessary release documents or until 45 days following acceptance, whichever is longer.

☐ (2) **Retainage Bond:** Attach Retainage Bond Form if this option is selected. Contact the City for a Retainage Bond Form.

☐ (3) **Interest Bearing Account:** City deposits the required retainage into an interest-bearing account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, which is designated as not subject to withdrawal until 45 days after acceptance or until agreed to by both parties: PROVIDED that interest on such account shall be paid to the CONTRACTOR. Requires Contractor to establish a separate restricted bank account before selection of this option. Specify Bank:

Name of Bank: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

☐ (4) **Escrow:** City places retainage amount into an escrow account with a bank or trust company. Requires Contractor to complete and attach an Escrow Agreement. When the monies reserved are placed in escrow, the agency shall issue a check representing the sum of monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the agency and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

Attach Escrow Agreement if this option is selected. Contact the City for an Escrow Agreement.

COMPANY NAME: \_\_\_\_\_

ADDRESS: CITY/STATE/ZIP: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: (PLEASE PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Certification of Compliance with Wage Payment Statutes

**Must be submitted prior to contract execution**

The bidder hereby certifies that, within the three-year period immediately preceding the quote solicitation date (\_\_\_\_\_), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

# SAMPLE OF CERTIFICATE OF INSURANCE WITH ADDITIONAL INSURED ENDORSEMENT



## 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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> INSURANCE AGENT ISSUING CERTIFICATE  <b>INSURED</b> ENTITY INSURED  ADDRESS	<b>CONTACT NAME:</b> INSURANCE AGENT INFORMATION <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> A- VII OR BETTER, ADMITTED CARRIER <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
---	---

### 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOP AGG \$ \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION: \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	POLICY NUMBER Stop Gap/EL only	START DATE	STOP DATE	<input type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached 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 St. 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.  <b>AUTHORIZED REPRESENTATIVE</b> SIGNATURE
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ACORD 25 (2016/03)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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:

(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.

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Page 1 of 1 □

## SAMPLE – UNIT-PRICE PROJECT QUOTE FORM

### CITY OF YAKIMA

#### UNIT PRICE

#### Project Quote Form

Bid Number and Name	Contract Administrator	Contractor/Vendor:	Contract Term
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Work Order #	Project Manager	Department/Division	Work Order Date
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<b>Project Total</b> NOT-TO-EXCEED \$49,999	Contract Balance	Contract Amount Remaining 0.00
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Project Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Item	Discription	QTY	Contrated Unit Price	Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				
10				
<b>SUBTOTAL (Parts and Materials):</b>				<b>\$0.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Shipping/Handling/Mobilization:</b>				<b>Included</b>
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>
<b>Retainage Amount :</b>				<b>\$0.00</b>
<b>PAYMENT AMOUNT:</b>				<b>\$0.00</b>

City of Yakima - Project Manager

Contractor

Where this project quote cannot be accommodated on this form; use as a cover, noting "See Attached" in the appropriate spaces above. Any subsitute format must include all elements of this form for item of work.