

**City of Yakima**  
**Yakima Air Terminal / McAllister Field**  
**Tree Removal Project**  
**Yakima Air Terminal PFC No. 18-17-C-00-YKM**

**INVITATION TO QUOTE**

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

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

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

\_\_\_\_\_

CITY OF YAKIMA  
ENGINEERING DIVISION  
129 NO. 2ND STREET  
YAKIMA, WASHINGTON 98901  
PHONE (509) 575-6111

Quotations will be received by the Yakima City  
Clerk until: **2:00 PM – Sept 13, 2018**

***OBSTRUCTION REMOVAL AND WILDLIFE MITIGATION PROJECT***

The Yakima Air Terminal-McAllister Field is required to preserve the airspace around the airport to ensure no obstructions penetrate the Part 77 Navigable airspace. Additionally, the airport is required under Part 139 to uphold its Wildlife Hazardous Management Plan (WHMP) to ensure the airport reduces the amount of wildlife attractants. The airport has identified three areas of concern where large trees have grown and are close to penetrating the Part 77 navigable airspace. Additionally, the airport has witnessed trees continue to attract large birds of prey as they traverse within the airport's environment. Removing these trees will not only ensure compliance with airspace requirements it will assist the airport in reducing the wildlife attractants. This in turn will increase the safety of aircraft and airlines as they arrive and depart the airport.

**SCOPE OF WORK:**

Remove trees within areas identified on map to include the removal of elm, sycamore, maple, cottonwood, Russian olives, willow spruce and other species identified in areas. Removal of trees will include wood disposal, chipping, and stump grinding to grade where all debris will be removed from area. Methods of removal will be at contractor's discretion but must ensure the earth and trees adjacent to streams are left undisturbed and ground to be left at grade. Specific trees east of 16<sup>th</sup> Ave and south of the airport approach lighting will require trees to be topped to ensure they provide shade along Spring Creek.

**INSTRUCTIONS TO THE CONTRACTOR**

Please return your lowest price for the following project by 2:00 p.m., September 13, 2018 to the Yakima City Clerk's Office, 1<sup>st</sup> floor of City Hall. If you have any questions call Randy Tabert at (509)576-6579. The city reserves the right to reject any or all quotations and to accept any or all items at the price quoted. The city intends to award this contract within 10 calendar days after bid opening.



# QUOTE

## Yakima Air Terminal / McAllister Field Tree Removal Project

Yakima Air Terminal PFC No. 18-17-C-00-YKM

ITEM NO.	PROPOSAL ITEM PAYMENT SECTION	QTY	UNIT	UNIT PRICE DOLLARS	AMOUNT DOLLARS
1	MOBILIZATION <i>Per 2018 WSDOT Standard Specification 1-09.7</i>	1	LS		
2	TREE REMOVAL & DISPOSAL <i>Per Contract Specification #13</i>	1	LS		
3	STUMP GRINDING & REMOVAL <i>Per Contract Specification #14</i>	1	LS		
4	REPAIR OR REPLACEMENT <i>Per Contract Specification #20</i>	1	FA	\$1,000.00	\$1,000.00
				<b>SUB TOTAL:</b>	
				STATE SALES TAX 8.2%:	
				<b>TOTAL:</b>	

**Contractor's Signature:** \_\_\_\_\_ **Date:** \_\_\_ / \_\_\_ / \_\_\_

# Yakima Air Terminal/McAllister Field Tree Removal Project

Yakima Air Terminal PFC No. 18-17-C-00-YKM

## SPECIFICATIONS

### I. GENERAL/SPECIAL INSTRUCTIONS

**1. Description of Project:**

This contract provides for the removal of trees within areas identified on attached map to include the removal of elm, sycamore, maple, cottonwood, Russian olives, willow spruce and other species identified in areas. Removal of trees will include wood disposal, chipping, and stump grinding to grade where all debris will be removed from area. Methods of removal will be at contractor's discretion but must ensure the earth and trees adjacent to streams are left undisturbed and ground to be left at grade. Specific trees east of 16<sup>th</sup> Ave and south of the airport approach lighting will require trees to be topped to ensure they provide shade along Spring Creek. This work as well as other related work all in accordance with the Plans and Specifications as prepared by the City Engineer of the City of Yakima.

**2. Workmanship:**

The contractor shall furnish all labor, equipment, and materials, which are necessary to complete the work as described in these specifications. Quality of workmanship shall conform to that which is usually provided by the trade in general. A Performance Bond equal to the bid amount shall be required.

**3. Regulatory Requirements:**

The project 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, vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

**4. Records:**

The contractor shall maintain operational records at its place of business for a minimum of five years. These records shall include: point of material pick up, type of material, quantity of material.

**5. 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: Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
- B. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid: Before the City 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 sub-contractor must submit to the City 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.

**6. Termination - Cause:**

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

**7. Right to Award:**

The City of Yakima reserves the right to make contract award by Schedule or on an all or none basis, whichever is in the best interest of the City.

**8. Submission of Quote:**

Quote shall be submitted to the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, by 2:00 p.m. on September 13, 2018 in a sealed envelope labeled **Yakima Air Terminal /McAllister Field Tree Removal Project, Yakima Air Terminal PFC No. 18-17-C-00-YKM** with the quote due date written on it.

Bidders will not be allowed to adjust their quotes after submission.

**9. No Disturbance:**

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

**10. Coordination:**

The contractor will coordinate his work with City of Yakima Construction Supervisor Bruce Floyd at 509-576-6138 or 509-728-3457.

**11. Timing:**

Successful vendor shall coordinate with contacts listed above as to when work will be accomplished. Work shall be completed within **30 working days** from the date of the notice to proceed.

**12. Safety:**

Ensure that all tree removal & trimming/pruning services provided under this Agreement are performed safely & in accordance with all applicable federal, state, & local laws & regulations.

Mandatory safety practices include the following:

- a. Upper booms & personnel baskets of aerial lifts must be fully insulated at all times.
- b. Electrically approved hardhats must be worn at each work site.
- c. Aerial lift truck outriggers must be down whenever the aerial lift is in operation.
- d. Chocks shall be properly placed to the front & back of the aerial lift truck whenever the aerial lift is going to be used. The outriggers shall not be substituted for use of the chocks.
- e. Eye protection (i.e., safety goggles, face shield) shall be worn at all times at work site.
- f. Safety belts must be worn & properly connected to the aerial lift by persons using the aerial lift.
- g. Proper safety equipment shall be used during all stump grinding & chipping operations.
- h. Owner/Operators: While it is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor & Industries, by submission of a bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, the employee shall be required to follow all pertinent safety rules. Owner/operators are still required to maintain the proper certificates of insurance in full force & effect & the City of Yakima and Yakima Air Terminal/ McAllister Field shall be held harmless of any liability whatsoever that could result from injuries, property damage, etc.
- i. The Agent for the City of Yakima or his/her designee may order that the CONTRACTOR stop work whenever any safety violation is observed &/or evidenced. The CONTRACTOR shall comply with the stop work order & shall not resume work until the safety violation is corrected to the satisfaction of the City of Yakima Agent or his/her designee. The CONTRACTOR shall not be entitled to any compensation for time during the period of the stop work order. Identification & location of all underground utilities are the responsibility of the Contractor. The Contractor shall:
  1. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
  2. In the event utilities are damaged during construction, temporary services &/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

**13. Approximate Quantities:**

The following numbers are estimates of the number of trees in each identified area:



**19. Compliance with Immigration and Naturalization Act**

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

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

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. If the contractor has not previously filed an E-Verify Compliance Declaration with the City, the contractor must sign the attached E-Verify Compliance Declaration and submit it to the City prior to being awarded the contract. Failure to do so may be cause for rejection of the bid.

**20. Repair or Replacement:**

This work shall consist of repair of any incidental damages to miscellaneous items within or adjacent to the project area. This includes complete replacement of items that are beyond repair as determined by the Engineer.

Payment for "Repair or Replacement" shall be made by force account.

For the purpose of providing a common proposal for all bidders, and for that purpose only, the City has estimated the force account for "Repair and Replacement", and has arbitrarily entered the amount for the pay item in the proposal to become a part of the total bid by the Contractor.

**21. Access Points/Airport Security**

Contractor access for this project shall be through designated vehicle gates located throughout the airfield and designated by airfield maintenance specialists. Once the contractor enters the airfield, the contractor must secure the gate and unlock the security gate whenever they require exiting. The Contractor must meet badging requirements in accordance with 49 CFR Part 1542 at all times. The Contractor shall have a minimum of two representatives badged for the project prior to commencing work.

**22. Vehicle and Pedestrian Operations**

Contractor operations will be confined to the highlighted areas within the selected areas to remove trees. All contractor personnel and equipment will remain clear of the movement area and all other active portions of the AOA. If the Contractor requires access to active portions of the AOA, they must be escorted by Airport personnel that are approved to access such areas. If unescorted vehicles are required to operate within the AOA, they will be required to utilize an amber flashing light. This includes vehicles or equipment operated by the Contractor. The driver of any vehicle operating in the AOA will be required to undergo driver training by the airport.

All other construction equipment and vehicles will be marked and/or lighted in accordance with FAA AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*, current edition (available at [https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150\\_5210\\_5d.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5210_5d.pdf)). Per AC 150/5210-5, this includes providing vehicles with a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag must be at least a 3-foot by 3-foot (0.9 meter by 0.9 meter) square having a checkered pattern of international orange and white squares at least 1 foot (300 mm) on each side. Construction equipment shall be chosen that poses the least

danger to aircraft while being sturdy enough to remain in place when subjected to typical winds, prop wash and jet blasts.

Per FAA AC 150/5210-20A, *Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports* (available at [https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150-5210-20A.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5210-20A.pdf)), and inadvertent entry by vehicles onto movement and non-movement areas of an airport poses a danger to both the vehicle operator and aircraft on the airport. Contractor vehicles will be confined to the project areas with barricades, high visibility fencing, or other physical barrier.

**22. Haul Routes**

Contractor haul routes have been defined for each area of this project.

**23. Training Requirements for Vehicle Drivers**

All Contractor personnel shall adhere to all safety provisions established by the FAA and the Airport Management. All Contractor personnel shall have a clear understanding of security protocols in accordance with Airport Management, FAA, and the Contract Documents. Any violation will be the Contractor's responsibility and could result in revocation of driving privileges or removal from the airfield. Driving protocols will be provided by the Airport when the Contractor applies for their driving and security badges.

**24. Maintenance of the Secured Area of the Airport**

Gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures shall be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Contractor shall meet badging requirements in accordance with 49 CFR Part 1542, *Airport Security*, to meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

**CONTRACT**

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Yakima, hereinafter called the Owner, and \_\_\_\_\_ a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: \$ \_\_\_\_\_, for **Yakima Air Terminal / McAllister Field Tree Removal Project, Yakima Air Terminal PFC No. 18-17-C-00-YKM**, all in accordance with, and as described in the attached plans and as described in the attached specifications and Division 1 of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be completed in Thirty (30) working days. The first chargeable working day shall be the 11th working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors 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 for constructing 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.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees and agents from and against any and all claims, causes of action, damages, losses, and expenses of any kind or nature whatsoever, including but not limited to, attorney's fees and court costs, arising out of, relating to, or resulting from The Contractor's performance or non-performance of the services, duties and obligations required of it under this Agreement.

IV. 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.

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

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

Countersigned: **CITY OF YAKIMA**

**CONTRACTOR**

this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_, a \_\_\_\_\_ Corporation  
Contractor

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

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

Attest:

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

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

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

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



**PERFORMANCE BOND**  
**BOND TO CITY OF YAKIMA**

KNOW ALL MEN BY THESE PRESENTS:

That whereas the City of Yakima, Washington has awarded to \_\_\_\_\_ (*Contractor*) hereinafter designated as the "Principal" a contract for the construction of the project designated **Yakima Air Terminal/ McAllister Field Tree Removal Project, Yakima Air Terminal PFC No. 18-17-C-00-YKM**, all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we, the principal, and \_\_\_\_\_ (*Surety*), a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, duly authorized to do business in the State of Washington, as surety, are jointly and severally held and firmly bound unto the City of Yakima, Washington, in the sum of \$\_\_\_\_\_ (*Total Contract Amount*) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bonded principal 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, Washington, their 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, Washington, 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 developing in the material or workmanship provided or performed under said contract, within a period of one year after its acceptance by the City of Yakima, Washington, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the City of Yakima, Washington.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)

Approved as to form:

\_\_\_\_\_  
(City Attorney)

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

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
\_ / \_ /20\_

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

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

PRODUCER Insurance Agent Address City, State, ZIP Code	CONTACT NAME:		
	PHONE (A/C, No., Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Contractors Name Contractors Address	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	** A- VII or better admitted carrier **	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:** (Certificate No.)                      **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	X		Policy No.	Date	Date	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy No.	Date	Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			Policy No.	Date	Date	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
								\$
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 No. Stop Gap/Employer's Liability	Date	Date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 (Project Name and Project Number) The City of Yakima, its agents, employees, volunteers, and elected and appointed officials are additional insureds.  
 10 Days Notice of Cancellation due to Non-payment of Premium. 30 Days Notice for all other reasons.

<b>CERTIFICATE HOLDER</b>  City of Yakima 129 N. 2nd Street Yakima, WA 98901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Agent Signature

(This certificate replaces certificate# 1995446 issued on 11/1/2010)

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designated Construction Project(s):</b> COVERAGE APPLIES TO CERTIFICATES OF INSURANCE REFERENCING FORM CG2503
---

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

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



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

## ***COMPLIANCE WITH IMMIGRATION AND NATURALIZATION ACT***

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

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

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

### **E-VERIFY COMPLIANCE DECLARATION**

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

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

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

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