

# Exhibit A

(Specifications)



**City of Yakima**  
**NOTICE TO BIDDERS**  
**BID 12107**

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 11:00:00 AM PST on April 16, 2021. Bids will be publicly opened in Yakima City Hall, Council Chambers, 129 N. 2nd Street, Yakima, Washington 98901. At such time, Bids will be publicly read for: Nelson Dam Removal Project: Water Supply, Riverine Process, and Fish Passage Improvements – Phase I Intake and In-River Improvements – Materials: Boulders and Rocks per Specification

Due to the COVID-19 pandemic and the Governor's order against public gatherings, our public bid openings will now be conducted via live stream through our City of Yakima YPAC Division. The link to view the public bid opening remotely is as follows: <https://www.yakimawa.gov/council/live-stream/>

Instructions to register with PublicPurchase.com are available at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing).

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.)

Dated March 31, 2021. Publish on April 2 & 3, 2021  
Christina Payer, Buyer I





# CITY OF YAKIMA INVITATION TO BID 12107

## COVER SHEET

THIS IS NOT AN ORDER

BID Release Date: April 2, 2021

**Bid Receipt:** Bidders must first register with [PublicPurchase.com](http://PublicPurchase.com) and Bid shall be completely uploaded into [PublicPurchase.com](http://PublicPurchase.com) no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Bids will not be accepted or evaluated. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted

**BIDS ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM**

Purchasing For:  
City of Yakima Water/Irrigation Division  
2301 Fruitvale Blvd.  
Yakima, WA 98902

Buyer in charge of this procurement (Contact for further information):  
Christina Payer, Buyer I

Bids Must be completely uploaded by:

**April 16, 2021 at 11:00:00 AM PST**

Public Opening ☒

Phone  
(509) 576-6696

E-Mail Address  
[christina.payer@yakimawa.gov](mailto:christina.payer@yakimawa.gov)

### PROJECT DESCRIPTION SUMMARY

Nelson Dam Removal Project: Water Supply, Riverine Process, and Fish Passage Improvements  
– Phase I Intake and In-River Improvements – Materials: Boulders and Rocks per Specification.

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

We/I will complete delivery within \_\_\_\_\_days after receipt of order.

**Delivery Details:** FOB Destination, Freight Prepaid

☐ 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



# I. Contents

II.	GENERAL INFORMATION .....	5
1.	Purpose .....	5
2.	Contracting Agency and Point of Contact .....	5
3.	Best Modern Practices .....	5
4.	Exceptions .....	5
5.	More or Less .....	6
6.	Delivery/Completion .....	6
7.	Delivery of Unapproved Substitutions .....	6
8.	Contract Term .....	6
9.	Price Clarifications .....	6
10.	Expansion Clause .....	7
11.	Permits .....	7
12.	Regulations and Codes .....	7
13.	Prompt Payment .....	7
14.	Payments .....	7
15.	Acceptance of Terms .....	7
16.	Sales Tax .....	7
17.	Clarifications and/or Revisions to Specification and Requirements .....	7
18.	Incurring Costs .....	8
19.	No Obligation to Contract .....	8
20.	Retention of Rights .....	8
21.	Points Not Addressed .....	8
22.	Materials Bought from Different Supplier .....	8
23.	Errors and Omissions .....	8
24.	Changes .....	9
III.	PREPARING AND SUBMITTING A BID .....	9
1.	General Instructions .....	9
2.	Submitting a Bid .....	9
3.	Prohibition of Bidder Terms & Conditions .....	9
4.	Multiple Bids .....	9
5.	Withdrawal of Bids .....	9
IV.	BIDDERS CHECKLIST .....	10
V.	EVALUATION AND CONTRACT AWARD .....	10
1.	Bid Evaluation .....	10
2.	Offer in Effect for Ninety (90) Days .....	10



3.	Protest Procedure .....	10
4.	Sample Contract and Terms and Conditions .....	11
VI.	SCOPE OF WORK .....	11
1.	Bid Item A - Rock .....	11
2.	Bid Item B – Rock Delivered .....	11
3.	Bid Item Classification .....	12
VII.	MATERIAL SPECIFICATIONS .....	12
1.	Rock .....	12
2.	Weir Boulders .....	13
VIII.	BID FORM .....	14
IX.	CONTRACTOR QUESTIONNAIRE .....	15
X.	SAMPLE CONTRACT .....	17
XI.	ATTACHMENT A – SAMPLE INSURANCE .....	25



**INVITATION TO BID # 12107**  
**Nelson Dam Removal Project – Phase I Intake and In-River Improvements**  
**– Materials: Boulders and Rocks per Specification**

**II. GENERAL INFORMATION**

**1. Purpose**

It is the intent and purpose of these specifications to describe the Nelson Dam Removal Project: Water Supply, Riverine Process, and Fish Passage Improvements – Phase I Intake and In-River Improvements – Materials: Boulders and Rocks per Specification, in sufficient detail to secure bids on comparable products and material. All materials, which are necessary in order to provide a complete bid, 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.

The City of Yakima is developing final design and construction documents for the Nelson Dam Removal Project located on the Naches River approximately 4 miles upstream of its confluence with the Yakima River in Yakima, Washington. The Project includes removal of Nelson Dam (a low-head concrete weir known as an impediment to fish passage) and construction of several new Project elements intended to provide a more effective natural fish passage route, improve conveyance of low-frequency flood flow events through the Project reach, improve sediment continuity, and provide more reliable surface water delivery systems for four existing water purveyors: Naches-Cowiche Canal Association, the City, Fruitvale, and Old Union.

For reference, the Project location is best described as the intersection of South Naches and West Powerhouse Roads, four miles northwest of the City of Yakima.

**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. 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.

**4. Exceptions**

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



**5. 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.

**6. Delivery/Completion**

Each bidder is required to list on the Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery/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.

Bidder agrees that material availability will be substantially complete by August 15<sup>th</sup>, 2021 and shall remain at Bidder's location until material is distributed to a third party or is requested for delivery by the City. As such:

- a. All materials not scheduled for delivery will be ready for final payment when the final quantity is made available for distribution; OR
- b. All materials being delivered will be ready for payment upon delivery to the Project location.

Bidder recognizes that materials shall be distributed or delivered as required by the City over the course of the Project from July 1st, 2021 to April 1<sup>st</sup>, 2023.

Bidder recognizes that materials reserved by the City shall remain available to the City for the duration of the Project or until the City issues a written release of interest. Extensions shall be granted upon mutual written agreement by and between Bidder.

**7. Delivery of Unapproved Substitutions**

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

**8. Contract Term**

See Section 3 of Contract

**9. 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.



**10. 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.

**11. Permits**

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

**12. Regulations and Codes**

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

**13. Prompt Payment**

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

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

**14. Payments**

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

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

To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the Contractor's name and return remittance address. Payment will be mailed within thirty (30) days of:

- a. The receipt and acceptance of the equipment,
- b. Properly completed invoice, and
- c. All papers required to be delivered with equipment.

**15. Acceptance of Terms**

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

**16. 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.

**17. 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 [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

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

**18. 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.

**19. 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".)

**20. 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.

**21. 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.

**22. 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 if the City determines that a Contractor invoked Force Majeure applies (see Contract Section 19), 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.

**23. 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.



**24. Changes**

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

### **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 Section IV Bidder's Checklist to ensure your Bid is responsive.

**2. Submitting a Bid**

Bids shall be completely uploaded into Public Purchase.com no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated. If you try to submit a Bid Late, the electronic system will not receive it.

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

Bidders must submit their bid electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor/Bidder with Public Purchase, go to [www.publicpurchase.com](http://www.publicpurchase.com) or the City of Yakima website at [www.YakimaWA.Gov/Services/Purchasing](http://www.YakimaWA.Gov/Services/Purchasing). The City is not responsible for late bids due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any bids. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

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. 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.

**4. 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.

**5. 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.



## IV. BIDDERS CHECKLIST

Bidder must complete and upload, as part of their Bid submittal, all required forms listed below in accordance with Section III - Preparing and Submitting a Bid.

- |                              |             |
|------------------------------|-------------|
| • Cover Sheet/Signature Page | Page 2      |
| • Bid Form                   | Page 14     |
| • Contractor Questionnaire   | Pages 15-16 |

## V. 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.

### 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 protester and others who may be concerned.

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

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

The Sample Contract provided with this Bid Specification represents the terms and conditions which the Owner 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 Owner 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 Owner.

## **VI. SCOPE OF WORK**

In consideration of the nature, timing, and Project requirements Unit Price Bid Items include the materials and associated work described as follows:

#### **1. Bid Item A - Rock**

- Obtain rock meeting the project specifications;
- Coordinate and furnish adequate equipment to inspect and sort materials as directed by the City or City Representatives;
- Stockpile sorted materials at the Bidder's location;
- Hold stockpiles of materials of agreed quantities at the Bidder's location for the duration of the Project;
- Load materials into trucks owned by third-party contractors as required by the City.

#### **2. Bid Item B – Rock Delivered**

- Obtain rock meeting the project specifications;
- Coordinate and furnish adequate equipment to inspect and sort materials as directed by the City or City Representatives;
- Stockpile sorted materials at the Bidder's location;
- Hold stockpiles of materials of agreed quantities at the Bidder's location for the duration of the Project;
- Deliver materials of agreed quantities to the Project location as required by the City.



### 3. Bid Item Classification

Bidders are encouraged to provide Unit Prices for Bid Items A and B for the following material classifications. Items not made available by Bidder can be left blank in the Bid Form.

**Table 1: Material Classification and Quantities**

Item No.	Description	Estimated Quantity (cy)	Estimated Quantity (tons)
1	Rock D100 = 72-in	2,800	5,200
2	Rock D100 = 60-in	9,300	17,300
3	Rock D100 = 42-in	7,290	13,600
4	Rock D100 = 30-in	5,110	9,500
5	Boulders	318 (total # of boulders)	3,500

## VII. MATERIAL SPECIFICATIONS

The Project requires the placement of rock ranging in average diameters from 16- to 72-inches. It is anticipated that the larger rock classifications are unique to this project and may require additional effort and time to obtain in the magnitude and quantity needed for the project.

A summary of Specification 31 23 00 Earthwork as it relates to the large diameter materials required for the project is provided below.

### 1. Rock

- Rock shall conform to the reference standard specifications as follows:
  - National Cooperative Highway Research Program (NCHRP). 2006.
  - Washington State Department of Transportation (WSDOT) Standard Specifications. 2020. Sections 9-13.1(1) and 9-13.4(2).
- Hard durable, angular to geoid shaped stone free from cracks that may fracture during transport
- Minimum specific gravity of 2.6
- Long to short axis ratio shall be less than 2.5.
- Particle size distribution for each Zone shall be in conformance with the following:

**Table 2: Foundation rock gradation**

Sub-Region	Comp. D50 (in)	Nom. D50 (in)	D15 (in)		D50 (in)		D85 (in)		D100 (in)	Description
			Min	Max	Min	Max	Min	Max		
Rock D100 – 72 In	32-40	36	22	31.5	34	41.5	47	56	72	NCHRP Class IX
Rock D100 = 60-in	28-32	30	18.5	26	28.5	34.5	39	46	60	NCHRP Class VIII
Rock D100 = 42-in	23-25	25	14	22	22	28	31	38	42	WSDOT Class C
Rock D100 = 30-in	16-19	18	10	16	16	22	24	28	30	WSDOT Class B



**2. Weir Boulders**

- Hard durable, geoid to columnar shaped stone free from cracks that may fracture during transport
- Minimum specific gravity of 2.6
- Long to short axis ratio shall be 2.0 to 2.5
- Particle size in conformance with the following:

**Table 3: Weir boulder particle size**

Mass (tons)	Approximate Medial Dimensions (inches)
9 – 15	60 – 72

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



## VIII. BID FORM

### INVITATION TO BID NO. 12107

TO BIDDER: PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. 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.

Quote your lowest price for the following:

OPTION 1 – Picked up & Loaded					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price (without tax)
1.	Rock (D100 – 72 inch)	tons	5,200	\$	\$
2.	Rock (D100 – 60 inch)	tons	17,300	\$	\$
3.	Rock (D100 – 42 inch)	tons	13,600	\$	\$
4.	Rock (D100 – 30 inch)	tons	9,500	\$	\$
5.	Boulders	tons	3,500	\$	\$
Subtotal Schedule A:					\$
WA State Sales Tax – Destination Based 8.3%					\$
Total Schedule A:					\$
OPTION 2 – Delivery to Construction Site					
Requires Payment of Prevailing Wages to Drivers for Delivery Within WA					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price (without tax)
6.	Rock Delivered (D100 – 72 inch)	tons	5,200	\$	\$
7.	Rock Delivered (D100 – 60 inch)	tons	17,300	\$	\$
8.	Rock Delivered (D100 – 42 inch)	tons	13,600	\$	\$
9.	Rock Delivered (D100 – 30 inch)	tons	9,500	\$	\$
10.	Boulders Delivered	tons	3,500	\$	\$
Subtotal Schedule B:					\$
WA State Sales Tax – Destination Based 8.3%:					\$
Total Schedule B:					\$
List Discount Offered Off List Price for Any Other Items Not Specifically Listed:					%
Prompt Payment Discount:					____% net ____days



## IX. CONTRACTOR QUESTIONNAIRE

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

### CONTRACTOR INFORMATION

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

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

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

Business  
License No. \_\_\_\_\_

UBI No. \_\_\_\_\_

Federal  
EIN No. \_\_\_\_\_

Phone (    ) \_\_\_\_\_

Toll Free Phone (    ) \_\_\_\_\_

FAX (    ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

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

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

**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 \_\_\_\_\_



CONTRACTOR: \_\_\_\_\_

CONTRACTOR QUESTIONNAIRE

OWNERSHIP

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

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

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



## **X. SAMPLE CONTRACT**

**AGREEMENT  
CITY OF YAKIMA  
BID 12107**

**Nelson Dam Removal Project – Phase I Intake and In-River Improvements  
– Materials: Boulders and Rocks per Specification**

**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 minimum services that the Contractor will provide include services described in Bid 12107 specifications, which are attached as Exhibit A hereto and incorporated herein by this reference.

**2. Compensation**

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the Bid Form included in the Contractor's Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

**3. Contract Term**

Materials shall be distributed or delivered as required by the City over the course of the Project from July 1st, 2021 to April 1st, 2023. Final work schedule shall be coordinated with Project Coordinator David Brown 509-575-6204.

Extensions shall be granted upon mutual written agreement by and between Bidder.

**4. 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.

**5. Successors and Assigns**

- a. 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.
- b. 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.

**6. 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.

**7. Inspection and Production of Records**

- a. 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.

- b. 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.
- c. 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.
- d. The terms of this section shall survive any expiration or termination of this Contract.

#### **8. 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.

#### **9. Guarantee**

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

#### **10. 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 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 39.06.101 or 36.12.065(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.

## **11. Prevailing Wages**

(\*Refer to WAC 296-127-018. Only required when delivery is to a construction site, not required when delivery is to a stockpile.)

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://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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, April 2, 2021.

## **12. 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.

## **13. 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 out of the sole 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.

#### **14. 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.

**15. 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.

**16. Contract Documents**

This Contract, the Invitation to Bid 12107 Scope of Work, conditions, addenda, and modifications and Contractor's Bid submittal (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.



## **17. Termination**

Termination for Cause: In the event of Contractor's breach of this Contract, the City may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the City sixty (60) calendar days' notice of the City's right to cure a failure of the City to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

The following represents a non-exclusive list of examples of breach by the Contractor:

- a. Defaults on an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington;
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or

Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the City by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least thirty (30) calendar days' notice to the City in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

Change in Funding: In addition to the above termination provisions, if the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

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.

## **18. Dispute Resolution**

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute



relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

#### **19. 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.

#### **20. Governing Law**

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

#### **21. 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.

#### **22. 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.

#### **23. Change or Notice**

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:                    Bob Harrison, City Manager  
                                  City of Yakima  
                                  City Hall—First Floor  
                                  129 North Second Street  
                                  Yakima, WA 98901

TO CONTRACTOR:

COPY TO:                    City of Yakima Purchasing  
                                  Christina Payer, Buyer I  
                                  City Hall—First Floor  
                                  129 North Second Street  
                                  Yakima, WA 98901



**24. Survival**

The foregoing sections of this Contract, 2-23 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



## XI. ATTACHMENT A – SAMPLE INSURANCE

# 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).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE		CONTACT NAME: INSURANCE AGENT INFORMATION	
		PHONE (A/C No. Ext.):	FAX (A/C No.):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: A-VIII OR BETTER, ADMITTED CARRIER	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGE: 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	ADOL INAD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY NUMBER	START DATE	STOP DATE	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N					EL EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE \$ 1,000,000
							EL 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, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER CANCELLATION

City 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.  AUTHORIZED REPRESENTATIVE SIGNATURE
---	--



**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 Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

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 location 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.





## CITY OF YAKIMA PURCHASING DIVISION

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• 129 North 2<sup>nd</sup> Street • Yakima, Washington • 98901 • (509) 575-6093

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April 12, 2021

Dear Sir or Madam:

Subject: Bid 12107 Nelson Dam Removal Project: Water Supply, Riverine Process, and Fish Passage Improvements – Phase I Intake and In-River Improvements – Materials: Boulders and Rocks per Specification  
Addendum No. 1

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This addendum is being issued to clarify available delivery times.

**Clarifications:**

The Nelson Dam Removal Project is anticipated to begin in August 2021 and shall be completed by April 2023. Delivery of rock to the project site will be dependent upon the overall schedule and phasing of construction activities occurring during that period. As part of the scope of work identified in Section VI Scope of Work for Bid Item A and B, the City requires that materials be stockpiled at the quarry or designated areas in control of the supplier on behalf of the City until delivery is required. A more detailed schedule identifying delivery periods shall be available in August, after a Prime Contractor has been selected for the overall project.

Please acknowledge receipt of this addendum on the Cover Sheet, page one (1), of the Quote document.

If you have any questions please contact me at (509) 576-6696.

Sincerely,

Christina Payer, Buyer I  
City of Yakima Purchasing





## CITY OF YAKIMA PURCHASING DIVISION

• 129 North 2<sup>nd</sup> Street • Yakima, Washington • 98901 • (509) 575-6093

April 14, 2021

Dear Sir or Madam:

**Subject:** Bid 12107 Nelson Dam Removal Project: Water Supply, Riverine Process, and Fish Passage Improvements – Phase I Intake and In-River Improvements – Materials: Boulders and Rocks per Specification  
Addendum No. 2

This addendum is being issued to clarify; directions on loading/unloading, delivery/prevaling wage, contractor's license, and payment terms.

**1. Directions on loading/unloading and delivery/prevaling wage:**

- a. As found in the bid specifications, Section IV, Paragraph 1. Bid Item A – Rock, Bullet 5: *Load materials into trucks owned by third-party contractors as required by the City. And,*
- b. Part IV, Paragraph 2, Bid Item B - *Deliver materials of agreed quantities to the Project location as required by the City.*
  - Bidder will load their own vehicles and deliver materials of agreed quantities to the Project location as required by the City.
  - Project location will be an active construction site. Prime Contractor will direct delivery location, will be available if assistance is needed during unloading, and will handle all materials after delivery has been made.
  - Materials will be delivered to an active construction site. Prevailing wages will apply.

**2. Contractor's License:**

This requirement will be removed from the contract, as found on page 18 of the bid specifications; Item 18 - b.

- Contractor must provide proof of a valid Washington State Contractor Registration number.

**3. Payment Terms:**

Payment will be made upon pick-up for Bid Item A and upon delivery for Bid Item B on a unit cost basis.

- a. The city's expectation is that the Bidder will include cost for stockpiling and storage at the Bidder's location as part of their unit cost bid.



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Please acknowledge receipt of this addendum on the Cover Sheet, page one (1), of the BID document.

If you have any questions please contact me at (509) 576-6696.

Sincerely,

A handwritten signature in black ink that reads "Christina Payer". The script is cursive and fluid.

Christina Payer, Buyer I  
City of Yakima Purchasing