

**AGREEMENT  
CITY OF YAKIMA  
BID 12344  
Asphalt & Materials Re-bid**

**THIS AGREEMENT**, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation (“City”), and Granite Construction, (“Contractor”).

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

**1. Statement of Services**

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as “Services”) according to the procedure outlined in Bid 12344 Asphalt & Materials Re-bid Specifications which are attached as Exhibit A, and the most recent edition of the ANSI/TIA/EIA and NEC Standards, all of which are incorporated herein by this reference, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

**2. Compensation**

The City agrees to pay the Contractor according to Contractor’s Bid Form which are attached as Exhibit B, and incorporated herein by this reference, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor’s Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

**3. Contract Term**

The period of this Contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to two (2) additional years. For a total of three (3) years. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew or unless the Services have been completed to the City’s satisfaction prior to any automatic renewal.

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

## **9. Nondiscrimination Provision**

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.

## 10. Pay Transparency Nondiscrimination Provision:

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

## 11. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall 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, 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 Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- 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.

## 12. 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 shall 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 shall 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 and additional insured endorsements 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 certificate of insurance and additional insured endorsements 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 certificate of insurance and additional insured endorsements 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.

Commercial General Liability:	Combined Single Limit:	\$2,000,000 Per Occurrence
		\$2,000,000 Annual Aggregate
Automobile Liability		\$2,000,000 Per Occurrence

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 neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

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. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

**13. 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.

#### **14. Contract Documents**

This Contract, the Invitation to Bid 12338 Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2<sup>nd</sup> St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

#### **15. Termination**

##### Termination for Cause

In the event the Contractor breaches this Contract, the City may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within 30 days of this notice.

In the event of the City breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the City with written notice of City's breach and the City fails to cure its breach of the Contract within 60 days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a 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

The City may terminate the Contract, without cause, by providing 30 days written notice 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 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.

## **16. 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.

## **17. Re-Award**

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

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer within 120 days from original award.

## **18. 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.

## **19. Governing Law**

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

## **20. 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.

## **21. Authority**

The person executing this Contract, on behalf of Contractor, represents and warrants that they have 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.

## **22. Notice of Change in Financial Condition**

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

## **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:  
Jay Kendall  
Streets Maintenance Supervisor  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima WA, 98901

COPY TO:  
Christina Payer  
Buyer II  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

TO CONTRACTOR:  
Granite Construction  
Shane Berrett  
80 Pond Road  
Yakima, WA 98901

**24. Survival**

The foregoing sections of this Contract, 1-24 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

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

**CITY OF YAKIMA**

**GRANITE CONSTRUCTION**

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

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

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

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

**Attest:**

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

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

**List of Exhibits attached to this contract**

Exhibit A – Specifications

Exhibit B – Contractor’s Bid Form

**EXHIBIT A - SPECIFICATIONS**

**EXHIBIT B - CONTRACTOR'S BID FORM**



# Exhibit A

(Specifications)

**City of Yakima**  
**NOTICE TO BIDDERS**  
**BID 12344**

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 2:00:00 PM PST on December 15, 2023. 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: **Asphalt & Materials Re-bid for Public Works**. 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 November 29, 2023. Publish on December 1 & 3, 2023  
Christina Payer, Buyer II



**CITY OF YAKIMA INVITATION TO BID 12344  
COVER SHEET**

*THIS IS NOT AN ORDER*

BID Release Date: December 1, 2023

**Bid Receipt:** Bidders must first register with PublicPurchase.com and Bid shall be completely uploaded into 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. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Late Bids will not be accepted or evaluated. 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 – Streets & Water/Irrigation 2301 Fruitvale Blvd Yakima, WA 98902	Buyer in charge of this procurement (Contact for further information): Christina Payer, Buyer II
Bids Must be completely uploaded by: <b>December 15, 2023 at 2:00:00 PM PST</b> Public Opening <input checked="" type="checkbox"/>	Phone (509) 576-6696 E-Mail Address <a href="mailto:Christina.payer@yakimawa.gov">Christina.payer@yakimawa.gov</a>

**PROJECT DESCRIPTION SUMMARY**

**Asphalt & Materials Re-bid for Streets & Water/Irrigation Divisions  
(Re-bid of line items from Bid No. 12331)**

Enter Prompt Payment Discount: _____% net _____ days	We/I will complete delivery within _____ days after receipt of order.
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**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	

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**INVITATION TO BID 12344  
Asphalt & Materials Re-bid  
for Streets & Water/Irrigation Divisions**

**II. GENERAL INFORMATION**

**1. Purpose**

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

**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. Exceptions**

Specifications of the material 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, including the cost to meet the insurance requirements.

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.

**4. 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.

**5. Pick-up, Delivery and Completion**

Each bidder is required to list on the Bid form the number of calendar days he/she expects material to be ready for pick up or 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.

**6. Delivery Acceptance to City Location**

Delivery will be accepted by the City of Yakima at designated FOB point determined by the City. FOB (Freight on Board) Destination: The seller retains the legal title to the goods until they reach the location of the buyer. Seller pays for the transportation of the freight and takes care of additional freight charges until the goods reach the buyer.

**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. Pricing and Discount**

Pricing: Pricing shall be prepared with the following terms.

The successful Bidder 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/product and completing the work provided for in this Bid and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima. **Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed. Relevant charges for these items shall be included in the base bid price.**

All successful Bidders are subject to the minimum insurance requirements as outlined in the sample contract. BIDDERS MUST INCORPORATE THE COST TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THE BID PRICE. Requests for lower insurance limits will be denied.

Prices established in continuing agreements and term agreements may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award.

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

**10. 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.

**11. Price Increases**

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

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

A. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the

contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

- B. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.
- C. Price requests are at the discretion of the Purchasing Manager; and must also be:
  - i. The direct result of increases at the manufacturer's level (or if Bidder is a supplier of a raw material delivered directly to the City, the increase must be verified at the supplier level).
  - ii. Incurred after contract commencement date.
  - iii. Not produce a higher profit margin than that on the original contract.
  - iv. Clearly identify the items impacted by the increase.
  - v. Be filed with Purchasing Manager a minimum of thirty (30) calendar days before the effective date of proposed increase.
  - vi. Be accompanied by detailed documentation acceptable to the Purchasing Manager sufficient to warrant the increase.
  - vii. Should not deviate from the original contract pricing scheme/methodology.

The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.

The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment

#### **12. Price Decreases**

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

#### **13. Expansion Clause**

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

#### **14. Warranty**

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



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

**15. Warranty Coverage**

Warranty coverage will not commence until the date the completed unit is put into service as reported by the City; or thirty (30) days after final payment for the unit(s); whichever occurs first.

**16. Permits**

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

**17. 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.

**18. Prompt Payment**

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

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

**19. 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.

**20. Payment Method – Credit Card Acceptance**

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

**21. 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 equipment specification(s); including all penalties mentioned.

**22. 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.

**23. Tax Revenues**

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

**24. 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.

**25. 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.

**26. 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".)

**27. 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.

**28. 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.

**29. Other City Departments/Like Items Added**

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

**30. Materials Bought from Different Supplier**

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

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

- Unavoidable mechanical breakdowns

- Strikes
- Inability to secure component materials
- Acts of God
- Fire

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

**31. Re-Award**

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

**32. 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.

**33. 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 PublicPurchase.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. BIDDER’S 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. The list below may not be all inclusive. Be sure to READ the entire Bid document and include everything that is required.

- Cover Sheet/Signature Page           Page 2
- Technical Specification Analysis       Pages 13 – 16
- Bid Form                                   Pages 17 - 19
- Bidder Questionnaire                   Pages 20-21

**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 email to: [purch@yakimawa.gov](mailto:purch@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 protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal response, the protest may be appealed to the Executive. 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. TECHNICAL SPECIFICATIONS**

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Bidder must complete the following Technical Specification Section using one of the following responses for each of the specifications.

**Y – Yes.**

The Bidder's proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.

- N – No.** The Bidder’s product does not currently satisfy the entire requirement, and the Bidder’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Bidder’s product does not currently satisfy the requirement, but the Bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Bidder’s base products.

The following Technical Specifications Analysis shall be answered with a Y or N. Checking “NO” on any item will not necessarily disallow a Bid. The City shall be the sole judge as to whether an exception is acceptable or not. Bidders are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid. **Technical Specification Analysis shall be returned with the Bid Submittal. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID BID SUBMITTAL.**

**\*Upload with Bid Submittal\***

Item #	Specification	Yes	No	Comments
1	Ready Mix Concrete delivered under this bid shall be State of Washington Class 3000 Commercial Concrete, 5-3/4 sack mix. Concrete shall be in accordance with Section 6-02.3(2) B of the latest edition of Standard Specifications for Road, Bridge and Municipal Construction (WSDOT and APWA). Slump for individual delivery will be designated at the time of order. The price bid is for Class B Ready Mix Concrete for either or both FOB Vendor’s plant and delivery on demand. <u>A copy of Vendor’s cartage schedule for concrete delivery in the various zones within the City shall be furnished along with his bid.</u>			
2	Crushed stone surfacing shall be manufactured from 100% fractured ledge rock, talus, or gravel in accordance with Section 9-03.9 (3) and (4) of latest edition of Standard Specifications (WSDOT and APWA), except as stated below for percentages of sizes passing designated screens.			

Item #	Specification	Yes	No	Comments																																																													
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4	Asphaltic concrete (Class G) shall be manufactured in accordance with Section 5-04 of the latest edition of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA and shall be constructed of 3/8" - 0" crushed stone. Asphalt shall be PG-6422 with the asphalt percent of total mixture between 5.5% and 7.5%.																																																																
5	5/16"-0 Maintenance Sand shall be produced from material which is free from roots, earth and other extraneous material. All oversized gravel occurring in the sources up to and including cobbles of 10inches in the greatest dimension shall be entirely utilized in the production of maintenance Sand. Maintenance Sand shall be produced in accordance with Sections 3-01 and 3-02 of the latest editions of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA.																																																																

Item #	Specification	Yes	No	Comments
6	Asphaltic concrete (Class A) shall be manufactured in accordance with Section 5-04 of the latest edition of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA, constructed of 5/8" - 0" crushed stone and PG-6422 asphalt. Temperature requirements for stone and asphalt listed under Section 5-04 shall apply. Asphalt shall be PG-6422 with the asphalt percent of the total mixture between 5.5% and 7.5%.			
7	Material of each size and type shall be available during any work day, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., upon 24-hour notice by the City. It is understood that hot mix machinery shuts down during the winter months. The requesting Department or Division Head in charge of the work and the Vendor's representative shall establish, by mutual consent, a delivery schedule.			
8	The supplier is required to have suitable loading equipment available each working day from 8:00 a.m. to 5:00 p.m. with a bucket size not less than 1-1/2 cu. yd.			
9	<p>Should the supplier be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which he 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 for the account of the supplier holding the bid award for these products.</p> <p>Exceptions to this section shall be as follows:</p> <ul style="list-style-type: none"> <li>A. Unavoidable mechanical breakdowns.</li> <li>B. Strikes.</li> <li>C. Inability to secure component materials.</li> <li>D. Acts of God.</li> </ul> <p><b>Exceptions:</b> Provided the City of Yakima Purchasing Manager is notified in writing by the Supplier 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.</p>			
10	The contractor will be required to perform his own plant calibration and preliminary testing of the products to be furnished under this contract.			



Item #	Specification	Yes	No	Comments
	After the crushed stone surfacing or asphaltic mix meets the specifications, the City shall be notified that the product is ready for pickup/delivery. The City will require two initial samples under supervision of a City representative to verify the quality of the materials offered and additional samples at the City's discretion throughout the crushing activity.			
11	The contractor will be required to furnish testing laboratory equipment at his plant where the proper equipment, in good repair, will be available for these verification tests until such time as these preliminary tests and verifications have been made.			
12	The contractor shall furnish a heated pumping system for tack oil at their plant site.			

**VII. BID FORM**

**INVITATION TO BID NO. 12344**

**\*Upload with Bid Submittal\***

**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 60 CALENDAR DAYS.

The City of Yakima is accepting bids on Ready Mix, Rock, Hot & Cold Mix, Tack Oil, and Miscellaneous Additives per Specifications. Contract may be awarded to more than one Bidder.

On items that are designated FOB Vendor’s Plant, Bids will be considered from Manufacturer's operating pits within ten (10) miles of at least one of the following addresses:

- 2301 Fruitvale Blvd, Yakima WA 98901
- 204 W Pine, Yakima, WA 98902

**Bidders shall quote prices below for both FOB City Shop Complex and FOB Vendor’s Plant. Materials will either be delivered or picked up at the City’s option. Quantities below are estimates only and materials will be ordered on an as-needed basis.**

FOB (Freight on Board) Destination: The seller retains the legal title to the goods until they reach the location of the buyer. Seller pays for the transportation of the freight and takes care of additional freight charges until the goods reach the buyer.

**Prices below shall be all inclusive of materials, equipment, labor, delivery, fuel, and all surcharges.**

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
<b>SCHEDULE 1 – COMMERCIAL READY MIX</b>					
State of Washington Class B Concrete, 5-3/4 sack mix, requirements per the following specifications.					
1.a	5.75/Class 3000 Commercial Ready Mix – City Stock #12637 <b>FOB City Shop Complex</b>	1843	Cu. Yd.	\$ _____	\$ _____
1.b	5.75/Class 3000 Commercial Ready Mix – City Stock #12637 <b>FOB Vendor’s Plant</b>	1843	Cu. Yd.	\$ _____	\$ _____
2.a – 2.b	Previously Awarded				
<b>SCHEDULE 2 – MANUFACTURED CRUSHED ROCK</b>					
3.a – 3.b	Previously Awarded				

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
4.a	5/8" Minus Manufactured Crushed Rock – City Stock #7393 <b>FOB City Shop Complex</b>	5100	Tons	\$ _____	\$ _____
4.b	5/8" Minus Manufactured Crushed Rock – City Stock #7393 <b>FOB Vendor's Plant</b>	5100	Tons	\$ _____	\$ _____
5.a	1-1/4" -- 0 Manufactured Crushed Rock - <b>FOB City Shop Complex</b>	100	Tons	\$ _____	\$ _____
5.b	1-1/4" -- 0 Manufactured Crushed Rock - <b>FOB Vendor's Plant</b>	100	Tons	\$ _____	\$ _____
6.a	3/8" -- #4 Sealcoat Chips – <b>FOB City Shop Complex</b>	5000	Tons	\$ _____	\$ _____
6.b	3/8" -- #4 Sealcoat Chips – <b>FOB Vendor's Plant</b>	5000	Tons	\$ _____	\$ _____
7.a	1/2" -- #4 Sealcoat Chips – <b>FOB City Shop Complex</b>	3000	Tons	\$ _____	\$ _____
7.b	1/2" -- #4 Sealcoat Chips – <b>FOB Vendor's Plant</b>	3000	Tons	\$ _____	\$ _____
8.a	Drain Rock, 1 1/2" Round Washed Rock– City Stock #7705 <b>FOB City Shop Complex</b>	100	Tons	\$ _____	\$ _____
8.b	Drain Rock, 1 1/2" Round Washed Rock –City Stock #7705 <b>FOB Vendor's Plant</b>	100	Tons	\$ _____	\$ _____
9.a	1/4" minus - Chips for sanding – maintenance rock <b>FOB City Shop Complex</b>	1500	Tons	\$ _____	\$ _____
9.b	1/4" minus - Chips for sanding – maintenance rock <b>FOB Vendor's Plant</b>	1500	Tons	\$ _____	\$ _____
<b>SCHEDULE 3 – ASPHALIC HOT AND COLD MIX</b>					
10 – 15.b	Previously Awarded				
<b>SCHEDULE 4 – TACK OIL</b>					
16	Previously Awarded				
<b>SCHEDULE 5 – MISCELLANEOUS</b>					
17	Previously Awarded				
18	Previously Awarded				

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
19	Demurrage / Stand-by Excess for Mixer over 2 HR unload time or in excess of six minutes per Cu. Yd., whichever cost to the City is less, and when the delay is caused by the City	1	Minute	\$ _____	\$ _____
20	Split/Short Loads for Concrete. State minimum concrete load (e.g. 9 cu yd)  State Minimum: _____	1	Load	\$ _____	\$ _____
<b>SUBTOTAL</b>					\$ _____
<b>WA STATE SALES TAX – Destination Based @ _____%</b>					\$ _____
<b>TOTAL</b>					\$ _____
<p><b>THIS FIELD IS MANDATORY. FAILURE TO COMPLETE MAY RESULT IN REJECTION OF BID</b></p> <p>List discount offered off list price for any other items not specifically listed above: _____%</p> <p style="text-align: center;"><b>OR</b></p> <p>Percent markup from cost: _____%</p>					

**VIII. BIDDER QUESTIONNAIRE**

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

**BIDDER INFORMATION**

**Bidder'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 \_\_\_\_\_

**OWNERSHIP**

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

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

**COMPLIANCE**

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**BUSINESS INTEGRITY**

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

## IX. SAMPLE CONTRACT

**AGREEMENT  
CITY OF YAKIMA  
BID 12344  
Asphalt & Materials Re-bid**

**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 Services

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as “Services”) according to the procedure outlined in Bid 12344 Asphalt & Materials Re-bid Specifications which are attached as Exhibit A, and the most recent edition of the ANSI/TIA/EIA and NEC Standards, all of which are incorporated herein by this reference, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

### 2. Compensation

The City agrees to pay the Contractor according to Contractor’s Bid Form which are attached as Exhibit B, and incorporated herein by this reference, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor’s Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

### 3. Contract Term

The period of this Contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to two (2) additional years. For a total of three (3) years. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew or unless the Services have been completed to the City’s satisfaction prior to any automatic renewal.

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

## **9. Nondiscrimination Provision**

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.

#### **10. Pay Transparency Nondiscrimination Provision:**

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

#### **11. Indemnification and Hold Harmless**

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall 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, 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 Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- 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.

#### **12. 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 shall 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 shall 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 and additional insured endorsements 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 certificate of insurance and additional insured endorsements 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 certificate of insurance and additional insured endorsements 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.

Commercial General Liability:	Combined Single Limit:	\$2,000,000 Per Occurrence
		\$2,000,000 Annual Aggregate
Automobile Liability		\$2,000,000 Per Occurrence

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 neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

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. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

### **13. 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.

### **14. Contract Documents**

This Contract, the Invitation to Bid 12338 Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2<sup>nd</sup> St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

### **15. Termination**

#### Termination for Cause

In the event the Contractor breaches this Contract, the City may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within 30 days of this notice.

In the event of the City breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the City with written notice of City's breach and the City fails to cure its breach of the Contract within 60 days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a 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

The City may terminate the Contract, without cause, by providing 30 days written notice 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 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.

### **16. 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.

### **17. Re-Award**

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

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer within 120 days from original award.

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

### **19. Governing Law**

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

### **20. 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.

### **21. Authority**

The person executing this Contract, on behalf of Contractor, represents and warrants that they have 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.

### **22. Notice of Change in Financial Condition**

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

**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:  
Jay Kendall  
Streets Maintenance Supervisor  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima WA, 98901

COPY TO:  
Christina Payer  
Buyer II  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

**TO CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**24. Survival**

The foregoing sections of this Contract, 1-24 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

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

**CITY OF YAKIMA**

**[ENTER CONTRACTOR NAME]**

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

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

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

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

**Attest:**

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

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

**List of Exhibits attached to this contract**

Exhibit A – Specifications

Exhibit B – Contractor’s Bid Form

**EXHIBIT A - SPECIFICATIONS**

**EXHIBIT B - CONTRACTOR'S BID FORM**

**X. 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 #
INSURED Entity Insured Address	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER	START DATE	STOP DATE	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Yakima, 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

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**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
<p>The City of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b> Where required by written contract or agreement executed prior to loss (except where not permitted by law).</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# Exhibit B

(Contractor's Bid Forms)

**City of Yakima**  
**NOTICE TO BIDDERS**  
**BID 12344**

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 2:00:00 PM PST on December 15, 2023. 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: **Asphalt & Materials Re-bid for Public Works**. 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 November 29, 2023. Publish on December 1 & 3, 2023  
Christina Payer, Buyer II



**CITY OF YAKIMA INVITATION TO BID 12344  
COVER SHEET**

*THIS IS NOT AN ORDER*

BID Release Date: December 1, 2023

**Bid Receipt:** Bidders must first register with PublicPurchase.com and Bid shall be completely uploaded into 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. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Late Bids will not be accepted or evaluated. 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 – Streets & Water/Irrigation 2301 Fruitvale Blvd Yakima, WA 98902		Buyer in charge of this procurement (Contact for further information): Christina Payer, Buyer II	
Bids Must be completely uploaded by: <b>December 15, 2023 at 2:00:00 PM PST</b> Public Opening <input checked="" type="checkbox"/>		Phone (509) 576-6696	E-Mail Address <a href="mailto:Christina.payer@yakimawa.gov">Christina.payer@yakimawa.gov</a>

**PROJECT DESCRIPTION SUMMARY**

**Asphalt & Materials Re-bid for Streets & Water/Irrigation Divisions  
(Re-bid of line items from Bid No. 12331)**

Enter Prompt Payment Discount: <u>N/A</u> % net <u>N/A</u> days	We/I will complete delivery within <u>3</u> 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 <b>Granite Construction Company</b>		Company Address <b>80 Pond Rd. Yakima WA 98901</b>	
Name of Authorized Company Representative (Type or Print) <b>Shane Berrett</b>		Title <b>Material Manager</b>	Phone <b>(425 ) 407-2330</b>
Signature of Above 		Date <b>12-15-2023</b>	Fax <b>(509 ) 576-7056</b>
		Email Address <b>Shane.Berrett@gcinc.com</b>	

- N – No.** The Bidder’s product does not currently satisfy the entire requirement, and the Bidder’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Bidder’s product does not currently satisfy the requirement, but the Bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Bidder’s base products.

The following Technical Specifications Analysis shall be answered with a Y or N. Checking “NO” on any item will not necessarily disallow a Bid. The City shall be the sole judge as to whether an exception is acceptable or not. Bidders are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid. **Technical Specification Analysis shall be returned with the Bid Submittal. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID BID SUBMITTAL.**

**\*Upload with Bid Submittal\***

Item #	Specification	Yes	No	Comments
1	Ready Mix Concrete delivered under this bid shall be State of Washington Class 3000 Commercial Concrete, 5-3/4 sack mix. Concrete shall be in accordance with Section 6-02.3(2) B of the latest edition of Standard Specifications for Road, Bridge and Municipal Construction (WSDOT and APWA). Slump for individual delivery will be designated at the time of order. The price bid is for Class B Ready Mix Concrete for either or both FOB Vendor’s plant and delivery on demand. <u>A copy of Vendor’s cartage schedule for concrete delivery in the various zones within the City shall be furnished along with his bid.</u>	N/A	N/A	
2	Crushed stone surfacing shall be manufactured from 100% fractured ledge rock, talus, or gravel in accordance with Section 9-03.9 (3) and (4) of latest edition of Standard Specifications (WSDOT and APWA), except as stated below for percentages of sizes passing designated screens.	Yes		

Item #	Specification	Yes	No	Comments																																																													
	<table border="1"> <thead> <tr> <th></th> <th>PASSING</th> <th>%</th> </tr> </thead> <tbody> <tr> <td rowspan="5">3/8" -- 0</td> <td>3/8"</td> <td>97-100 passing</td> </tr> <tr> <td>1/4"</td> <td>62-85 passing</td> </tr> <tr> <td>No. 10</td> <td>5-25 passing</td> </tr> <tr> <td>No. 40</td> <td>2-10 passing</td> </tr> <tr> <td>No. 200</td> <td>0-7 passing</td> </tr> <tr> <td rowspan="4">5/8" -- 0</td> <td>5/8"</td> <td>100</td> </tr> <tr> <td>1/4"</td> <td>55-75</td> </tr> <tr> <td>No. 40</td> <td>8-24</td> </tr> <tr> <td>No. 200</td> <td>10 Max. wet sieving</td> </tr> <tr> <td rowspan="5">1-1/4" -- 0</td> <td>1-1/4"</td> <td>100</td> </tr> <tr> <td>5/8"</td> <td>50-80</td> </tr> <tr> <td>1/4"</td> <td>30-50</td> </tr> <tr> <td>No. 40</td> <td>3-18</td> </tr> <tr> <td>No. 200</td> <td>7.5 Max. wet sieving</td> </tr> <tr> <td rowspan="5">1/2" -- #6 <b>Sealcoat Chips</b></td> <td>1/2"</td> <td>100</td> </tr> <tr> <td>3/8"</td> <td>70-80</td> </tr> <tr> <td>1/4"</td> <td>25-40</td> </tr> <tr> <td>No. 6</td> <td>0-15</td> </tr> <tr> <td>No. 10</td> <td>0-3</td> </tr> <tr> <td rowspan="4">3/8" -- #10 <b>Sealcoat Chips</b></td> <td>3/8"</td> <td>70-80</td> </tr> <tr> <td>1/4"</td> <td>25-40</td> </tr> <tr> <td>No. 6</td> <td>0-15</td> </tr> <tr> <td>No. 10</td> <td>0-3</td> </tr> <tr> <td rowspan="3">5/16" Chips for Sanding</td> <td>5/16"</td> <td>100%</td> </tr> <tr> <td>No. 10</td> <td>0-60%</td> </tr> <tr> <td></td> <td>0-2%</td> </tr> </tbody> </table>		PASSING	%	3/8" -- 0	3/8"	97-100 passing	1/4"	62-85 passing	No. 10	5-25 passing	No. 40	2-10 passing	No. 200	0-7 passing	5/8" -- 0	5/8"	100	1/4"	55-75	No. 40	8-24	No. 200	10 Max. wet sieving	1-1/4" -- 0	1-1/4"	100	5/8"	50-80	1/4"	30-50	No. 40	3-18	No. 200	7.5 Max. wet sieving	1/2" -- #6 <b>Sealcoat Chips</b>	1/2"	100	3/8"	70-80	1/4"	25-40	No. 6	0-15	No. 10	0-3	3/8" -- #10 <b>Sealcoat Chips</b>	3/8"	70-80	1/4"	25-40	No. 6	0-15	No. 10	0-3	5/16" Chips for Sanding	5/16"	100%	No. 10	0-60%		0-2%			
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3	Material shall be weighed at the expense of the Contractor in accordance with Section 1-09.2 of the 2013 Standard Specifications for Road, Bridge, and Municipal Construction prepared by WSDOT and APWA.	Yes																																																															
4	Asphaltic concrete (Class G) shall be manufactured in accordance with Section 5-04 of the latest edition of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA and shall be constructed of 3/8" - 0" crushed stone. Asphalt shall be PG-6422 with the asphalt percent of total mixture between 5.5% and 7.5%.	Yes																																																															
5	5/16"-0 Maintenance Sand shall be produced from material which is free from roots, earth and other extraneous material. All oversized gravel occurring in the sources up to and including cobbles of 10inches in the greatest dimension shall be entirely utilized in the production of maintenance Sand. Maintenance Sand shall be produced in accordance with Sections 3-01 and 3-02 of the latest editions of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA.		No																																																														

Item #	Specification	Yes	No	Comments
6	Asphaltic concrete (Class A) shall be manufactured in accordance with Section 5-04 of the latest edition of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the WSDOT and APWA, constructed of 5/8" - 0" crushed stone and PG-6422 asphalt. Temperature requirements for stone and asphalt listed under Section 5-04 shall apply. Asphalt shall be PG-6422 with the asphalt percent of the total mixture between 5.5% and 7.5%.	Yes		
7	Material of each size and type shall be available during any work day, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., upon 24-hour notice by the City. It is understood that hot mix machinery shuts down during the winter months. The requesting Department or Division Head in charge of the work and the Vendor's representative shall establish, by mutual consent, a delivery schedule.	Yes		
8	The supplier is required to have suitable loading equipment available each working day from 8:00 a.m. to 5:00 p.m. with a bucket size not less than 1-1/2 cu. yd.	Yes		
9	<p>Should the supplier be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which he 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 for the account of the supplier holding the bid award for these products.</p> <p>Exceptions to this section shall be as follows:</p> <ul style="list-style-type: none"> <li>A. Unavoidable mechanical breakdowns.</li> <li>B. Strikes.</li> <li>C. Inability to secure component materials.</li> <li>D. Acts of God.</li> </ul> <p><b>Exceptions:</b> Provided the City of Yakima Purchasing Manager is notified in writing by the Supplier 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.</p>	Yes		Sealcoat chips require a 30 day notice prior to the desired date of pick up
10	The contractor will be required to perform his own plant calibration and preliminary testing of the products to be furnished under this contract.	Yes		

Item #	Specification	Yes	No	Comments
	After the crushed stone surfacing or asphaltic mix meets the specifications, the City shall be notified that the product is ready for pickup/delivery. The City will require two initial samples under supervision of a City representative to verify the quality of the materials offered and additional samples at the City's discretion throughout the crushing activity.	Yes		
11	The contractor will be required to furnish testing laboratory equipment at his plant where the proper equipment, in good repair, will be available for these verification tests until such time as these preliminary tests and verifications have been made.	Yes		
12	The contractor shall furnish a heated pumping system for tack oil at their plant site.	Yes	No	



**VII. BID FORM**

**INVITATION TO BID NO. 12344**

**\*Upload with Bid Submittal\***

**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 60 CALENDAR DAYS.

The City of Yakima is accepting bids on Ready Mix, Rock, Hot & Cold Mix, Tack Oil, and Miscellaneous Additives per Specifications. Contract may be awarded to more than one Bidder.

On items that are designated FOB Vendor’s Plant, Bids will be considered from Manufacturer's operating pits within ten (10) miles of at least one of the following addresses:

- 2301 Fruitvale Blvd, Yakima WA 98901
- 204 W Pine, Yakima, WA 98902

**Bidders shall quote prices below for both FOB City Shop Complex and FOB Vendor’s Plant. Materials will either be delivered or picked up at the City’s option. Quantities below are estimates only and materials will be ordered on an as-needed basis.**

FOB (Freight on Board) Destination: The seller retains the legal title to the goods until they reach the location of the buyer. Seller pays for the transportation of the freight and takes care of additional freight charges until the goods reach the buyer.

**Prices below shall be all inclusive of materials, equipment, labor, delivery, fuel, and all surcharges.**

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
<b>SCHEDULE 1 – COMMERCIAL READY MIX</b>					
State of Washington Class B Concrete, 5-3/4 sack mix, requirements per the following specifications.					
1.a	5.75/Class 3000 Commercial Ready Mix – City Stock #12637 <b>FOB City Shop Complex</b>	1843	Cu. Yd.	\$ <u>N/A</u>	\$ <u>N/A</u>
1.b	5.75/Class 3000 Commercial Ready Mix – City Stock #12637 <b>FOB Vendor’s Plant</b>	1843	Cu. Yd.	\$ <u>N/A</u>	\$ <u>N/A</u>
2.a – 2.b	Previously Awarded				
<b>SCHEDULE 2 – MANUFACTURED CRUSHED ROCK</b>					
3.a – 3.b	Previously Awarded				

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
4.a	5/8" Minus Manufactured Crushed Rock – City Stock #7393 <b>FOB City Shop Complex</b>	5100	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
4.b	5/8" Minus Manufactured Crushed Rock – City Stock #7393 <b>FOB Vendor's Plant</b>	5100	Tons	\$ <u>13.50</u>	\$ <u>68,850.00</u>
5.a	1-1/4" -- 0 Manufactured Crushed Rock - <b>FOB City Shop Complex</b>	100	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
5.b	1-1/4" -- 0 Manufactured Crushed Rock - <b>FOB Vendor's Plant</b>	100	Tons	\$ <u>13.50</u>	\$ <u>1,350.00</u>
6.a	3/8" -- #4 Sealcoat Chips – <b>FOB City Shop Complex</b>	5000	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
6.b	3/8" -- <del>#4</del> Sealcoat Chips – <b>#10</b> <b>FOB Vendor's Plant</b>	5000	Tons	\$ <u>15.50</u>	\$ <u>77,500.00</u>
7.a	1/2" -- #4 Sealcoat Chips – <b>FOB City Shop Complex</b>	3000	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
7.b	1/2" -- #4 Sealcoat Chips – <b>FOB Vendor's Plant</b>	3000	Tons	\$ <u>15.50</u>	\$ <u>46,500.00</u>
8.a	Drain Rock, 1 1/2" Round Washed Rock– City Stock #7705 <b>FOB City Shop Complex</b>	100	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
8.b	Drain Rock, 1 1/2" Round Washed Rock –City Stock #7705 <b>FOB Vendor's Plant</b>	100	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
9.a	1/4" minus - Chips for sanding – maintenance rock <b>FOB City Shop Complex</b>	1500	Tons	\$ <u>N/A</u>	\$ <u>N/A</u>
9.b	1/4" minus - Chips for sanding – maintenance rock <b>FOB Vendor's Plant</b>	1500	Tons	\$ <u>16.00</u>	\$ <u>24,000.00</u>
<b>SCHEDULE 3 – ASPHALIC HOT AND COLD MIX</b>					
10 – 15.b	Previously Awarded				
<b>SCHEDULE 4 – TACK OIL</b>					
16	Previously Awarded				
<b>SCHEDULE 5 – MISCELLANEOUS</b>					
17	Previously Awarded				
18	Previously Awarded				

Item No.	Description	Qty	Unit of Measure	Price Per Unit	Total Price (without tax)
19	Demurrage / Stand-by Excess for Mixer over 2 HR unload time or in excess of six minutes per Cu. Yd., whichever cost to the City is less, and when the delay is caused by the City	1	Minute	\$ <u>N/A</u>	\$ <u>N/A</u>
20	Split/Short Loads for Concrete. State minimum concrete load (e.g. 9 cu yd)  State Minimum: _____	1	Load	\$ <u>N/A</u>	\$ <u>N/A</u>
<b>SUBTOTAL</b>					\$ <u>218,200.00</u>
<b>WA STATE SALES TAX – Destination Based @ <u>8.3</u> %</b>					\$ <u>18,110.60</u>
<b>TOTAL</b>					\$ <u>236,310.60</u>
<b>THIS FIELD IS MANDATORY. FAILURE TO COMPLETE MAY RESULT IN REJECTION OF BID</b>					
List discount offered off list price for any other items not specifically listed above:					<u>10</u> %
<b>OR</b>					
Percent markup from cost:					<u>N/A</u> %

**VIII. BIDDER QUESTIONNAIRE**

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

**BIDDER INFORMATION**

**Bidder's Legal Name:** Granite Construction Company

**Company's dba:** (if applicable) N/A

CEO/President Name: Kyle Larkins

Business License No. 170187 UBI No. 409-023-062 Federal EIN No. 94-0519552

Phone ( 509 ) 823-0641 Toll Free Phone ( )

FAX ( ) N/A E-Mail Address Keith.Majors@gcinc.com

Mailing Address 80 Pond Rd

City Yakima State WA Zip + 4 98901-9354

Physical Address 80 Pond Rd

City Yakima State WA Zip + 4 98901-9354

**Name the person to contact for questions concerning this proposal.**

Name Torrey Hill Title Assistant Plant Manager

Phone (209 ) 234-3599 Toll Free Phone ( ) N/A

FAX ( ) N/A E-Mail Address torrey.hill@gcinc.com

Mailing Address 80 Pond Rd

City Yakima State WA Zip + 4 98901-9354

Physical Address 80 Pond Rd

City Yakima State WA Zip + 4 98901-9354

**OWNERSHIP**

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

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

**COMPLIANCE**

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: X

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

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: \_\_\_\_\_ No: X

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

**BUSINESS INTEGRITY**

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations? Yes: \_\_\_\_\_ No: X

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

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation? Yes: \_\_\_\_\_ No: X

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

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: X

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