

**City of Yakima
Purchasing Division
129 North Second Street
Yakima, WA 98901**

Phone 509-575-6093

**Bid Documents & Specifications
for**

Bid No. 10015

**House and Garage Demolition
and/or Removal**



May 5, 2000

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House and Garage Demolition and/or Removal

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Notice to Proposers

Request For Proposal No. 10015

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of 2:00 p.m., June 1, 2000, and will be opened and publicly read for:

DEMOLITION AND REMOVAL OR COMPLETE REMOVAL OF CITY OWNED HOUSE AND ADJACENT GARAGE, LOCATED AT 1100 STATE ROUTE 410 (ON CHINOOK PASS HIGHWAY), NACHES, WA.

The City of Yakima hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Each bid or proposal must be accompanied by cash, bond, or a certified check, payable to the order of the City Treasurer of the City of Yakima for the sum of not less than 5% of said bid or proposal and none will be considered unless accompanied by such deposit, to be forfeited to the City of Yakima in the event the successful bidder shall fail or refuse to enter into a contract with the City for the making and construction of the aforesaid improvement. All bids or proposals must be in writing, sealed and filed with the City Clerk on or before the day and hour mentioned.

Proposal forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

The City of Yakima reserves the right to reject any and all proposals.

Dated this 4th day of May, 2000.

(Seal)

Sue Ownby. CPPB
Purchasing Manager

Publish on May 7th and May 8th, 2000
Account # 13521

SECTION 1 - PROJECT SPECIFICATIONS

1.0 SCOPE OF SERVICES

The City is seeking a qualified and competent vendor to completely **demolish and remove OR completely remove** a house and adjacent garage, located at 1100 SR 410, (Chinook Pass Highway), Naches, WA. The following information should be of assistance in developing a proposal. If you have any questions, please contact the Sue Ownby, CPPB, Purchasing Manager at (509) 576-6695.

1.1 DESCRIPTION OF WORK

- 1.1.1 Demolition/or removal work requires removal and disposal off-site of the following:
- 1.1.2 Wood frame single story building, including all items in basement.
- 1.1.3 Wood frame single story garage.
- 1.1.3 Disconnect water, sewer, electric and telephone services.
- 1.1.4 Any salvageable items of value left in the buildings at the time of removal shall be the property of the Contractor.
- 1.1.5 These items shall be removed from the site. Storage or sale on-site of removed salvageable items will not be permitted. The use of explosives will not be permitted.

1.2 CONDITION OF STRUCTURES

- 1.2.1 The Owner assumes no responsibility for actual condition of structures to be demolished. Conditions existing at the time of inspection for bidding purpose will be maintained by Owner insofar as practicable.

1.3 EXTERMINATION N/A

1.4 PROTECTION

- 1.4.1 Provide passageways around the areas of demolition to ensure safe passage of persons in the area.
- 1.4.2 No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.
- 1.4.3 Protect existing trees and vegetation adjacent to the demolition areas. With written permission of the City, some vegetation may be removed to facilitate demolition/removal of the house and garage.
- 1.4.4. Contractors shall determine extent of asbestos removal and include such work in contract.

Removal shall be done in accord with all applicable Federal, State and local rules and regulations

1.5 DAMAGES

1.5.1 Should adjacent property be damaged in any manner, Contractor shall immediately contact:

Dave Brown, Water/Irrigation Engineer (509) 575-6204

Promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the Owner and at no cost to the owner.

1.6 TRAFFIC

- 1.6.1 Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- 1.6.2 Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.
- 1.6.3 The contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and owner. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc.
- 1.6.4 Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ trafficmen and take other such reasonable means or precautions or as required to prevent damage or injury other property, and to minimize the to the public by his construction operations.
- 1.6.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.
- 1.6.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 8" rough lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.
- 1.6.7 Should the Contractor or his employees neglect to set out and maintain barricades or lights, as

required in these specifications, the owner immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

- 1.6.8 The Contractor will be held responsible for any damages that the local public agency, owner, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.
- 1.6.9 Provide a traffic director and traffic men as required by the local regulatory agencies.

1.7 POLLUTION CONTROLS

- 1.7.1. Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.
- 1.7.2 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

1.8 BUILDING DEMOLITION

- 1.8.1. Demolish the buildings completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.
- 1.8.2. Proceed with demolition in a systematic manner from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.
- 1.8.3. Demolish concrete and masonry in small sections.
- 1.8.4. Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.
- 1.8.5. Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors or framing.
- 1.8.6. Demolish foundations, other walls and footings.
- 1.8.7. The use of swinging weight, - clamshell bucket, power shovel, bulldozer or other mechanical contrivance for the purpose of demolition shall be permitted.
- 1.8.8. Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the

structure being demolished.

- 1.8.9. Where a clamshell bucket is being used, a zone demolition shall be maintained within 25 feet of the line of travel of the bucket.
- 1.8.10. No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.
- 1.8.11. Columns, beams and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.
- 1.8.12. All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.
- 1.8.13. Burning on-site will not be permitted.
- 1.8.14. Blasting shall not be permitted on the project site.
- 1.8.15. Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. as the Original, except that, asphalt may be used to replace concrete only if so ordered by the owner and/or the local authorities.
- 1.8.16. The Contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, value boxes and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.
- 1.8.17. The Contractor shall not remove barricades until approval to do so is granted by the owner.

1.9 REMOVAL

- 1.9.1 The Contractor may remove the house and/or garage in lieu of Demolition.

1.10 DESCRIPTION OF THE WORK

Provide all fill necessary to bring the existing grades under the demolished or removed building to be level with the adjacent present grades. Fill to be compacted and left clean.

1.11 FILL

Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be placed evenly in uniform layers whose compacted depth shall not exceed twenty-four inches

(24").

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business -

2. Number of personnel employed: Part time - _____, Full time- _____,

3. List three contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

Company name	Address	Principal	Phone
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

Additional information may be requested subsequent to your responding to this proposal request.

SECTION 2 – REFERENCE TO GENERAL CONDITIONS DOCUMENT

1 REFERENCE TO GENERAL CONDITIONS DOCUMENT

- A. "General Conditions of the Contract for Construction,": AIA Document A201, 1987 Edition as published by the American Institute of Architects, 1735 New York Ave., NW, Washington D.C. 20006, is hereby made a part of these contract documents, except as modified by the Supplementary General Conditions.

2 INSPECTION AND AVAILABILITY OF DOCUMENT AIA - A201

- A. The General Conditions are available for inspection at the office of the Purchasing Manager.

2.1 SUPPLEMENTARY GENERAL CONDITIONS:

- A. The City reserves the right to require the successful vendor to execute the attached contract.
- B. Supplementary General Conditions and the Contract documents prepared by the City shall govern as the terms and conditions for this project.
- C. A certified or cashiers check or bid bond in the amount indicated in the Invitation to Bid must accompany your response. The certified or cashiers checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your quotation is not accompanied by a bid bond or check at the bid opening the proposal will be automatically rejected.
- D. The successful firm will be required to furnish a performance bond acceptable to the City of Yakima, prior to execution of a contract.

2.2 QUALIFICATIONS OF CANDIDATES:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

2.3 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service.

2.4 LIQUIDATED DAMAGES:

Liquidated damages for late completion will be \$100.00 per day.

2.5 CRITERIA FOR AWARD:

This Request for proposal does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to reject any or all proposals or any portion thereof that it may determine to be in its own best interests, for whatever reason.

2.6 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

2.7 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award, unless indicated.

2.8 INDEMNIFICATION:

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Yakima and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

2.9 BUILDING PERMIT FEES

The contractor is responsible to obtain any required permits at contractor's expense.

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2000, by and between the City of Yakima, hereinafter called the Owner, and Don Gosnell, hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment and pay to the City of Yakima: **\$4,110.00** for **House and Garage Demolition and/or Removal**, Proposal No. 10015, all in accordance with, and as described in the attached plans and specifications and the 2000 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be completed in thirty (30) working days. The amount due shall be paid before demolition/removal can begin.

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

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

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

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

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

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

Countersigned: **CITY OF YAKIMA**

CONTRACTOR

this ____ day of _____ 2000.

Contractor

City Manager

By: _____

Attest:

(Print Name)

City Clerk

Its _____
(President, Owner, etc.)

Address: _____

PERFORMANCE BOND
BOND TO CITY OF YAKIMA

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____

a _____ Corporation as Principal and _____ a

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

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

DATED at Yakima, Washington, this ____ day of _____, 19____.

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

WHEREAS, pursuant to action taken by the Yakima City Council on _____, 19____, the City Manager and City Clerk of the CITY OF YAKIMA has let or is about to let to the said _____, the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

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

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

(Contractor)

By: _____

(Print Name)

Its: _____
(President, Owner, etc...)

(Surety)

By: _____

(Print Name)

Its: _____

PROPOSAL

To the City Purchasing Manager:
Yakima, Washington

This certifies that the undersigned has examined the location of:

House and Garage Demolition and/or Removal

CITY OF YAKIMA PROPOSAL NO. 10015

and hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown, and be written in ink or typed. Show unit prices in figures only. Figures written to the right of the dot (decimal) in the dollars column shall be considered as cents.

ITEM PROPOSAL BID SHEET

House and Garage Demolition and/or Removal

CITY OF YAKIMA PROPOSAL NO. 10015

PRICING – PROPOSERS MAY BID FOR EITHER ITEM 1 OR 2, OR BOTH. THE CITY OF YAKIMA RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON WHICH PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY.

ITEM NO.	PROPOSAL ITEM PAYMENT SECTION	QTY	UNIT	DOLLAR	AMOUNT
1	LUMP SUM BID FOR COMPLETE DEMOLITION AND REMOVAL OF HOUSE AND GARAGE	1	LS	\$	
2	LUMP SUM BID FOR COMPLETE REMOVAL OF HOUSE AND GARAGE	1	LS	\$	
				SUB TOTAL	<input type="text"/>
				SALES TAX (7.9%)	<input type="text"/>
				TOTAL	<input type="text"/>

BID BOND FORM

Herewith find deposit in the form of a certified check, cashiers check, cash, or bid bond in the amount of \$ _____ which amount is not less than five percent of the total bid.

Sign Here _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20____

Principal

Surety

_____, 20____

Received return of deposit in the sum of \$ _____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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

NON-DISCRIMINATION PROVISION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

* (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

* (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

* (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

It is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City's activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

In order to enhance opportunities for women and minority businesses to participate in certain contractor opportunities with the City of Yakima, and as a recipient of federal and state financial assistance, the City is committed to a women and minority business enterprise utilization program. The City is determined to maximize women and minority business opportunities through participation in the competitive bidding process through women and minority business enterprise affirmative action programs administratively established by the City Manager and monitored and implemented in accordance with state and federal rules and regulations. All women and minority business enterprise programs shall include specific goals for participation of women and minority businesses in City projects of at least ten percent (10%) of the total dollar value of City contract over \$10,000. Goals shall be reviewed and updated annually by the City Manager for applicability and to ensure that the intent of this policy is accomplished.

This statement of policy will be widely disseminated to all managers, supervisors, minorities and women employed by the City of Yakima as well as to contractors, vendors, suppliers, minorities and women who may seek the City's procurement and construction contracts related to the women and minority business enterprise programs. Contractors associations will be made aware of construction projects affected by this policy through all available avenues to assure that plans/specifications, bid forms, and invitations to bid are as widely distributed as possible.

PROPOSAL SIGNATURE SHEET

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- CASH IN THE AMOUNT OF _____
- CASHIER'S CHECK _____ DOLLARS
- CERTIFIED CHECK (\$ _____) PAYABLE TO THE CITY OF YAKIMA
- PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) No.(s) _____ , _____ & _____

PROPOSAL MUST BE SIGNED 

SIGNATURE OF AUTHORIZED OFFICIAL(s)

FIRM NAME _____
(ADDRESS) _____

PHONE NUMBER

STATE OF WASHINGTON CONTRACTORS LICENSE NUMBER _____

FEDERAL ID No.

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BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed, as required, and submitted on the form purchased from the City and bound in the Contract Documents:

- A. PROPOSAL**
The unit prices, extensions and total amounts bid must be shown in the spaces provided.
- B. PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the bidder.
- C. BOND ACCOMPANYING BID**
This bid form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than 5% of the total amount bid and may be shown in dollars or on a percentage basis.

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

- A. CONTRACT**
This agreement is to be executed by the successful bidder.
- B. PERFORMANCE BOND**
To be executed by the successful bidder and his/her surety company.
- C. CERTIFICATE OF INSURANCE**
Refer to attached Informational Certificate of Insurance and Additional Insured Endorsement.