

# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232  
BOCC Agreement

Prepared by:  
Ryan Calhoun

Department: Yakima County Roads

Requested Agenda Date: 06/09/2020

Presenting: Matt Pietrusiewicz

Document Title:

Agreement (Idaho Asphalt Supply, Inc., BST 2020)

*Board of County Commissioners Record Assigned*  
**# 128 - 2020**  
Yakima County, WA

APPROVED FOR AGENDA:  
 Consent       Regular  
*Board of County Commissioners Determined*

Action Requested: *Check Applicable Box*

PASS RESOLUTION     EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
 ISSUE PROCLAMATION    PASS ORDINANCE    OTHER \_\_\_\_\_

Describe Fiscal Impact:

\$865,000.00 in Materials for the Maintenance Budgeted BST program, MP3721 awarded by BOCC on Resolution 152-2020

Background Information:

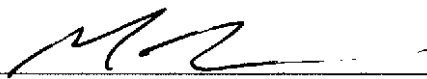
Per resolution 152-2020 the BOCC awarded the Purchase of Asphalt Emulsion for the 2020 Bituminous surface treatment program to Idaho Asphalt. An agreement is to be executed within 20 days of the award per contract specifications. The purpose of this request is to proceed with the signing of the agreement between Idaho Asphalt and Yakima County to continue with the purchase per specification requirements.

Summary & Recommendation:

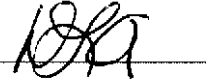
Yakima County road maintenance staff and Yakima County Engineer recommend the Board of County Commissioners authorize "Signing of contract with Idaho Asphalt Supply, Inc. for the purchase of asphalt emulsion for the Yakima County 2020 Bituminous Surface Treatment Program MP3721."

Motion:

Department Head/ Elected Official

  
\_\_\_\_\_  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

  
\_\_\_\_\_

*Late Agenda Requests Require BOCC Chairman Signature:*  
\_\_\_\_\_

128 - 2020

## AGREEMENT

THIS AGREEMENT made and entered into between Yakima County, Washington, ~~herein the COUNTY~~, acting under and by virtue of Titles 36 and 39 RCW, whose address is 128 N. 2<sup>nd</sup> Street, Yakima, Washington, 98901, and Idaho Asphalt Supply Inc. whose address is 1645 W. Prairie Ave. Hauser, ID 83854, hereinafter called the "VENDOR".

## WITNESSETH:

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

1. The VENDOR shall furnish all materials in accordance with and as described in Yakima County 2020 Bituminous Surface Treatment Program Purchase of Asphalt Emulsion Contract Specifications. All materials shall have physical and chemical properties to withstand the intended purpose
2. The COUNTY agrees to pay for the product as set forth in the bid documents, and attached bid tabulation at the time and in the manner and upon the conditions provided.
3. This agreement contains all terms and conditions agreed upon by the parties, No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached bid documents are incorporated herein by this reference.
4. The parties agree that the VENDOR is an independent Vendor and not an agent or employee of the County. Agents, employees, servants, or representatives of the VENDOR shall not be deemed to be employees, agents, servants, or representatives of the COUNTY for any purpose. Employees of the VENDOR are not entitled to any benefits the COUNTY provides for County employees.
5. The Vendor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or presence of any sensory mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the American with Disabilities Act (42 U.S.C. 12101 et seq.) In the event the VENDOR violates this provision, the COUNTY may terminate this agreement immediately and bar the VENDOR from performing any services for the COUNTY in the future.
6. The VENDOR shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the COUNTY.
7. This Agreement, the Request for Bids, Scope of Work, conditions, addenda, bid tabulation, modifications and the VENDOR proposal (to the extent consistent with Yakima County's documents) constitute the Contract Documents and are complementary. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the office of Public Services, 128 N 2<sup>nd</sup> St. 4<sup>th</sup> floor, Yakima Washington, 98901, and are hereby incorporated by reference into this Agreement.
8. The VENDOR shall indemnify and hold harmless the County, its officers, agents and employees, from all liability, loss of damage, including cost of defense they may suffer as a result of claims, demands, actions, damages, cost or judgements which result from the activities to be performed by the VENDOR, its agents, or employees pursuant to this Agreement
9. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, of judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
10. 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 COUNTY does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

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.

(Asphalt Emulsion 2020 Bituminous Surface Treatment Program)

DONE this \_\_\_\_ day of \_\_\_\_\_ 2020

BOARD OF YAKIMA COUNTY COMMISSIONERS

VENDOR:

Idaho Asphalt Supply, Inc  
Company:

\_\_\_\_\_  
Norm Childress, Chairman

Jason Jay  
Name(Print)

[Signature] 5/19/20  
Signature Date

\_\_\_\_\_  
Ron Anderson, Commissioner

\_\_\_\_\_  
Attest: Melissa Paul  
Clerk of the Board

\_\_\_\_\_  
Victoria baker, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Approved as to form:

[Signature]  
Deputy Prosecuting Attorney

BOCC Agreement

**128 - 2020**

Yakima County, WA