

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**AGENDA STAFF REPORT**

**AGENDA DATE:** February 7, 2017

**ACTION REQUESTED:** Approve a Notice of Call for sealed bids to furnish Asphalt Materials for Calendar Year 2017.

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**BACKGROUND:** Annually, Kittitas County Public Works goes out to bid for the furnishing of Asphalt Materials in accordance with Standard Specifications of the Washington State Department of Transportation. Call for bids are advertised in the legal newspaper and bid packets are sent out to all local businesses in order to provide equal opportunity. Bids are scheduled to be opened on February 23, 2017 at 2:00 p.m. in the Public Works Department.

**INTERACTION:** Public Works

**RECOMMENDATION:** Move to approve Notice of Call for Bids to furnish Asphalt Materials for 2017 and direct staff to advertise as requested.

**HANDLING:** Return one (1) copy to Public Works

**ATTACHMENTS:** Notice of Call for Sealed Bids; Specifications

**LEAD STAFF:** Kathy Jurgens  
Finance System Manager/Co-Director of Public Works

KITTITAS COUNTY DEPARTMENT  
OF PUBLIC WORKS



# *REQUEST FOR BIDS*

PRODUCT: Asphalt Materials

FOR YEAR: 2017

**BIDS DUE: FEBRUARY 23, 2017 @ 2:00 PM**

RETURN BID PROPOSALS TO:

KITTITAS COUNTY PUBLIC WORKS  
411 N. RUBY, STE. #1  
ELLENSBURG, WA 98926  
(509) 962-7523

### **SPECIAL PROVISIONS**

The following special provisions are to be used in conjunction with the **Standard Specifications of the Washington State Department of Transportation, current edition**, (unless otherwise specified), which by reference are hereby made a part of these documents.

The special provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications.

Where the word **State** appears in the Standard Specifications, the **County of Kittitas** shall be used in this contract. Where the terms **Engineer** or **Secretary of Transportation** appears in the Standard Specifications, **Kittitas County Public Works Director** shall be used for this contract. Where the term **Washington State Highway** or **Transportation Commission** appears in the Standard Specifications, **Kittitas County Board of County Commissioners** shall be used for this contract.

### **DELIVERY OF BID PROPOSALS:**

Sealed bids will be received at the following location:

Kittitas County Public Works Dept.  
411 N. Ruby, Suite #1  
Ellensburg, WA 98926  
Phone: (509) 962-7523

Bids will be received until **2:00 p.m., February 23, 2017**, and thereafter will be opened publicly and read aloud.

Each proposal shall be completely sealed in a separate envelope, addressed to Kittitas County Department of Public Works. The name of the project for the bid proposal must be plainly written on the outside of the envelope along with the date of the bid opening and the bidder's name. Kittitas County and the Kittitas County Public Works Department are not responsible for bids delivered late by the U.S. Postal Service. It is the responsibility of the Bidder to be sure the bids, if mailed, are sent sufficiently ahead of time to be received by the opening date and time.

### **RIGHT TO REJECT BIDS:**

The right is reserved to reject any and all proposals, to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the County's best interest, and to accept the proposal deemed best for the county or to advertise for new proposals when in the opinion of the Kittitas County Board of Commissioners the best interest of the County will be promoted thereby. All goods or materials purchased herein are subject to approval by Kittitas County Department of Public Works. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the Kittitas County Department of Public Works or returned will be at the Vendor's risk and expense.

**CHANGES:**

No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Kittitas County Department of Public Works.

**LOCATION OF MATERIALS:**

Materials in Bid Item 1 and 2 to be available in Lower Kittitas County (Ellensburg vicinity) within 15 miles of the Kittitas County Maintenance Shop, located at 14<sup>th</sup> & Okanogan, Ellensburg. Materials in Bid Item 3 and 4 to be available in Lower Kittitas County (Ellensburg vicinity) within 15 miles of the Kittitas County Maintenance Shop, located at 14<sup>th</sup> & Okanogan, Ellensburg or to be stockpiled at an alternate location in Yakima.

**HANDLING:**

No charges will be allowed for handling unless otherwise stated herein.

**DELIVERY:**

For any exception to the delivery date as specified by the Department of Public Works, Vendor shall give prior notification and obtain written approval thereto from the Kittitas County Department of Public Works Director with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified.

The acceptance by Kittitas County Department of Public Works of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements of the timely performance of any obligation remaining to be performed by Vendor.

**CONDITIONS OF AWARD:**

The Board of County Commissioners reserves the right to purchase from suppliers other than the successful bidder, if for any reason the successful bidder is unable to promptly furnish Asphalt Materials of a quality which is satisfactory to Kittitas County's requirements.

Multiple contract awards may be subject to individual Asphalt material pricing. The County reserves the right to purchase any and/or all of any item bid. Quantities are estimates only.

**BID ITEM QUANTITIES:**

The quantities of material listed on the attached bid sheets are for bidding purposes only. Kittitas County does not guarantee quantities shown will be purchased. It is offered to provide the Company with an estimate of demand. The Company shall make such revisions in their work as necessary to accommodate changes in the demand without additional compensation.

**WARRANTIES:**

Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.

**ASSIGNMENTS:**

The provisions or moneys due under this contract shall only be assignable with prior written consent of the Kittitas County

**LIENS, CLAIMS and ENCUMBRANCES:**

Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

**RISK OF LOSS:**

Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

**USE BY OTHER AGENCIES:**

The items in this bid are for consumption by Kittitas County and other governmental agencies in Kittitas County if they desire.

**Partial list includes the following:**

1. Kittitas County Airport
2. Kittitas County Fair Board
3. Kittitas County Fire Districts
4. Kittitas County Reclamation District
5. Kittitas County School Districts
6. Kittitas County Sheriff
7. Kittitas County Noxious Weed
8. Kittitas County Public Utility District
9. Cascade Irrigation District
10. City of Cle Elum
11. City of Ellensburg
12. City of Kittitas
13. City of Roslyn
14. City of South Cle Elum

**FORM OF CONTRACT:**

The successful bidder may be required to enter into formal contract; however, in the absence of such requirements, it is agreed by the bidder that his bid submitted, together with "Notice of Award" issued by Kittitas County, will together constitute a contract fully binding upon both parties thereto.

**COMPLIANCE WITH LAWS:**

The successful bidder shall comply with all applicable federal, state and local laws, rules and regulations affecting its performance and hold the County harmless against any claims arising from the violation thereof.

**CONTRACT DISPUTES:**

Any contractual agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Kittitas County, Washington.

**DEFAULT:**

The Vendor covenants and agrees that in the event suit is instituted by Kittitas County for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to Kittitas County all cost, expenses expended or incurred by Kittitas County in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be laid in Kittitas County.

**INDEMNIFICATION:**

The Vendor agrees to and shall defend, indemnify and hold harmless the County, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence or misconduct of the Vendor, its sub-contractors, its elected officers, employees or their agents, while performing Vendor's duties in connection with supplying and delivering the materials to the County, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials, agents, or employees.

**TERMINATION:**

In the event of a breach by Vendor, Kittitas County reserves the right to cancel and terminate this purchase agreement forthwith upon giving oral or written notice to Vendor.

**NONDISCRIMINATION:**

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

**PERSONAL LIABILITY:**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the County be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement or representation made herein or in any connection with this agreement.

**PAYMENT:**

Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received.

**IDENTIFICATION:**

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

**ASSIGNMENTS:**

The provisions or moneys due under this contract shall only be assignable with prior written consent of the Kittitas County.

**DEFAULT:**

The Vendor covenants and agrees that in the event suit is instituted by Kittitas County for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to Kittitas County all cost, expenses expended or incurred by Kittitas County in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be laid in Kittitas County.

**CONTRACTOR'S PROTECTIVE CLAUSE:**

There shall be no obligation to have available or deliver any or all of the products included in this proposal in the customary manner when such availability or deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

**DESCRIPTION OF MATERIAL:**

The material to be supplied shall be in accordance with the **Standard Specifications of Washington State Department of Transportation, current edition**, Section 5.04 Asphalt Concrete Pavement and Section 9.03 Aggregates:

**MEASUREMENT:**

All material must be weighed over certified scales. A copy of all scale tickets shall be attached to all invoices for payment.

**CONTRACT - PROPOSAL BOND:**

No proposal bond or performance bond will be required.

**SALES TAX:**

Kittitas County is subject to Washington State Sales Tax.

**INSURANCE:**

The Vendor shall secure and maintain in effect at all times while providing the goods and materials, such insurance as will protect the Vendor, its employees, officials and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of this Agreement, whether such performance is by the Vendor, its employees, officials and agents.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Vendor shall provide proof of insurance for:

- A) Commercial General Liability Insurance.
  - Coverage limits not less than:
    - \$1,000,000 per occurrence per project
    - \$2,000,000 general aggregate
    - \$1,000,000 products & completed operations aggregate
    - \$1,000,000 personal and advertising injury, each offense
  - Certificate Holder – Kittitas County
  - The Certificate must name the County as additional insured as defined in the Agreement
  - Ten (10) days written notice to the County of cancellation of the insurance policy.
  
- B) Stop Gap/Employers Liability.
  - Coverage limits not less than:
    - \$1,000,000 each accident
    - \$1,000,000 disease – policy limit
    - \$1,000,000 disease – each employee
  - Ten (10) days written notice to the County of cancellation of the insurance policy.
  
- C) Commercial Automobile Liability Insurance.
  - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
  - Coverage limits not less than:

- \$1,000,000 combined single limit
  - Ten (10) days written notice to the County of cancellation of the insurance policy.
- D) Excess or Umbrella Liability.
- The Vendor shall provide Excess or Umbrella Liability coverage at limits of \$2,000,000 per occurrence and annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage.
  - This requirement may be satisfied instead through the Vendor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
- E) Workers' Compensation.
- Workers' Compensation in amounts required by law.
- F) Pollution Liability.
- The successful bidder shall provide a Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims arising out of:
    - successful bidder's operations related to this project; and/or
    - Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos; and/or
    - Transportation of hazardous materials away from any site related to this project
  - Such Pollution Liability policy shall provide the following minimum coverage:
    - \$1,000,000 each loss and
    - \$2,000,000 annual aggregate

The Vendor shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. The Vendor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Vendor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Vendor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Vendor, or the Vendor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Vendor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

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**BID PROPOSAL**

TO: The Board of County Commissioners  
Kittitas County Courthouse  
205 West 5th  
Ellensburg, WA 98926

HONORABLE CHAIR AND MEMBERS:

This certifies that the undersigned has thoroughly examined the specifications governing the supply of materials as set forth in this Proposal, and that the method by which payment will be made for said materials, is understood. The undersigned hereby proposes to undertake and supply the materials in accordance with said specifications and the following schedule or rates and prices:

NOTE: Show all extensions and total amount of bid. In case of errors in extensions and total, the unit bid prices shall govern.

**The quantities of materials used in the below bid sheets are for bidding purposes only. Kittitas County DOES NOT guarantee that the quantities shown will be purchased or provided. The figures shown are only to roughly estimate the amounts which MAY be purchased or provided.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code,

\_\_\_\_\_  
Telephone

**NOTE:** If the Bidder is a Corporation, this proposal must be executed by its duly authorized officials.

BID PROPOSAL

SCHEDULE "A"

FURNISH ASPHALT MATERIALS FOR 2017

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	PRICE PER TON	TOTAL PRICE
1	4000 TONS	Class "G" Asphalt	\$	\$
2	1000 TONS	Class "B" Asphalt	\$	\$
Washington State Sales Tax _____%				\$ _____
<b>TOTAL</b>				\$ _____

BID PROPOSAL

SCHEDULE "B"

FURNISH ASPHALT MATERIALS FOR 2017

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	PRICE PER TON	TOTAL PRICE
1	40 TON- Minimum	Class "G" Asphalt - <b>*Special Order</b>	\$	\$
Washington State Sales Tax _____%				\$ _____
<b>TOTAL</b>				\$ _____

**\*Special Orders** – constitute situations where the batch plant is not in operation during the months of May 1 thru September 30 and Kittitas County is in need of Class G.

**BIDDER QUALIFICATION STATEMENT**

NAME OF FIRM: _____	
ADDRESS: _____	
TELEPHONE: _____	FAX: _____
FEDERAL I.D. TAX NO. _____	
TITLE & NAME OF PERSON PREPARING BID: _____	

**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.

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

**ADDITIONAL ASSURANCE AND CERTIFICATIONS**

Bidder hereby certifies that he/she will comply with all assurances and certifications issued by Kittitas County, and conform to all applicable state and federal laws.

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.

\_\_\_\_\_  
**FIRM NAME**

\_\_\_\_\_  
**Signature of Authorized Official**

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Public Notice**  
**Kittitas County, Ellensburg WA**

This call for sealed bids is to furnish Asphalt Materials for Calendar Year 2017. Bids are due by February 23, 2017 at 2:00 pm, at which time bids will no longer be accepted. Bids will be opened at the Kittitas County Public Works Office located at 411 North Ruby Street, Suite 1, Ellensburg, WA on February 23, 2017 at 2:00 pm.

Specifications may be seen at the office of the Board of Commissioners and online at <http://www.co.kittitas.wa.us/notices/>.

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Clerk of the Board

Publish:

Daily Record: 02/09/2017; 02/16/2017

For more information, contact Public Works

All bid submittals shall become the property of Kittitas County.

Kittitas County reserves the right to reject all bids and re-advertise if necessary.