

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 Liquid Asphalt Materials for Calendar Year 2017.

BACKGROUND: Annually, Kittitas County Public Works goes out to bid for the furnishing of Liquid 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 Liquid 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/Interim Co-Public Works Director

Public Notice
Kittitas County, Ellensburg WA

This call for sealed bids is to furnish Liquid 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/>.

Clerk of the Board

Publish:

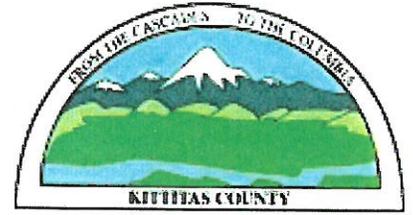
Daily Record: 02/09/17; 02/16/17

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.

KITTITAS COUNTY DEPARTMENT
OF PUBLIC WORKS



REQUEST FOR BIDS

PRODUCT: LIQUID ASPHALT MATERIALS

FOR YEAR: 2017

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

RETURN BID PROPOSALS TO:

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

SPECIAL PROVISIONS**KITTITAS COUNTY
STATE OF WASHINGTON
LIQUID ASPHALT BID****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:

Prices quoted shall be for truck and trailer loads at any designated point of delivery in Kittitas County, with freight charges based on a 30 ton minimum.

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 Liquid Asphalt Materials of a quality which is satisfactory to Kittitas County's requirements.

Multiple contract awards may be subject to individual Liquid 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.

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 shall be required to enter into formal contract; 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.

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

DESCRIPTION OF MATERIAL:

Liquid Asphalt as specified

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.

The material to be supplied shall be in accordance with the **Standard Specifications of Washington State Department of Transportation, current edition**, are hereby made a part of this bid proposal.

Section 1-02 Bid Procedures and Conditions

1-02.3	Estimated Quantities
1-02.5	Proposal Forms
1-02.6	Preparation of Proposal
1-02.9	Delivery of Proposal
1-02.10	Withdrawal or Revision of Proposal
1-02.12	Public Opening of Proposal
1-02.13	Irregular Proposals
1-02.14	Disqualification of Bidders

Section 1-03 Award & Execution of Contract

1-03.1	Consideration of Bids
1-03.2	Award of Contract
1-03.3	Execution of Contract
1-03.4	Failure to Execute Contract

Section 9-02 Bituminous Materials

9-02.1	(2) Medium-Curing (MC) Liquid Asphalt
9-02.1	(3) Rapid-Curing (RC) Liquid Asphalt
9-02.1	(6) Cationic Emulsified Asphalt

HAZARDOUS SUBSTANCE TAX (WAC458-20-252):

All out of-state suppliers (i.e. not located in Washington State) shall consider the following when submitting a bid for liquid asphalt. Kittitas County will revise the basis of award by adding the hazardous substance tax (HS Tax), calculated at the statutory rate (currently, seven tenths of one percent (.007)). If a similar tax has been paid in another state, credit may be taken against the tax owed to Washington State. The supplier must supply documentation of these taxes paid along with the bid documents. In-state suppliers who have previously paid the hazardous substance tax shall enter an amount of zero (0).

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.

SPECIAL PROVISIONS:

Furnish truck transport deliveries of liquid asphalt in grades of CSS1, CMS-2P, CRS-2P, CMS-2P, HFRSP, and HFRSP. All liquid asphalt shall meet the current specifications of the Washington State Department of Transportation for grades of asphalt specified.

- a) Distillation shall be determined by AASHTO test T 59, oven evaporation method.
- b) Distillation shall be determined by AASHTO test T 59, modified oven evaporation method for polymer modified emulsified liquid asphalt.
- c) Benson method of Toughness and Tenacity, Scott Tester, Inch-pounds @ 77 degrees F., 20 inches per minute pull. Tension head 7/8 "diameter.
- d) The Torsional Recovery Test shall be conducted according to the California Department of Transportation Test Method No. 332.

ACCEPTANCE:

The acceptance of the Liquid Asphalt will be based on the manufacturer's certification of compliance, including the specification he intends to meet, copies of the test data showing specification compliance and identification of the type of polymer used in the manufacturing of the CRS-2P, or on independent testing performed by Kittitas County at the county's discretion.

Deliveries of Asphalts which cause production delays for any reason including plugged screens due to dirty storage tanks or contaminated tanker trucks will be returned to vendor at not cost to Kittitas County. If the delay ties up the crew more than 2 hours before next delivery, Kittitas County will assess \$500.00 per hour late charge each elapsed hour thereafter.

Deliveries shall be made in insulated tank trucks at a minimum temperature of 200 degrees Fahrenheit for cut-back and 160 degrees for emulsions **at the time and places requested by Kittitas County Road Department.** Kittitas County reserves the right to cancel the tanker load three (3) to five (5) hours prior to preset delivery time at no cost to Kittitas County.

Prices quoted shall be for delivery of truck and trailer loads at any designated point of delivery in Kittitas County, with freight charges based on 30-ton minimum.

Kittitas County reserves the right to increase or decrease the quantity of any and all asphalt listed on the bid proposal, with no increase in the bid price.

The prices quoted shall be firm for the Calendar Year 2017.

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 LIQUID ASPHALT MATERIALS FOR 2017

****NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND TOTAL AMOUNT OF BID SHALL BE SHOWN. ALL ENTRIES MUST BE IN LEGIBLE FIGURES (NOT WORDS) AND TYPED OR ENTERED IN INK.**

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	PRICE PER TON	TOTAL PRICE
1	2500 TONS Lower County	CRS-2P	\$	\$
2	600 TONS Upper County	CRS-2P	\$	\$
3	100 TONS Lower County	CSSI 50% Dilution	\$	\$
4	50 TONS Upper County	CSSI 50% Dilution	\$	\$
Hazardous Substance Tax (HS Tax) _____ %				\$ _____
Washington State Sales Tax _____ %				\$ _____
TOTAL				\$ _____

BID PROPOSAL

SCHEDULE "B"

FURNISH LIQUID ASPHALT MATERIALS FOR 2017

****NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND TOTAL AMOUNT OF BID SHALL BE SHOWN. ALL ENTRIES MUST BE IN LEGIBLE FIGURES (NOT WORDS) AND TYPED OR ENTERED IN INK.**

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	PRICE PER TON	TOTAL PRICE
1	2000 TONS Lower County	HFR-SP1	\$	\$
2	600 TONS Upper County	HFR-SP1	\$	\$
3	100 TONS Lower County	HFR-SP1 50% Dilution	\$	\$
4	50 TONS Upper County	HFR-SP1 50% Dilution	\$	\$
5	800 TONS Lower County	HFE-150	\$	\$
6	200 TONS Upper County	HFE-150	\$	\$
Hazardous Substance Tax (HS Tax) _____ %				\$ _____
Washington State Sales Tax _____ %				\$ _____
TOTAL				\$ _____

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: _____

ON-SITE FIELD REPRESENTATIVE

Selected suppliers of liquid asphalt shall provide a qualified company representative to be on-site, at least 40 hours, when oil products are being furnished. The on-site representative will witness the construction activities, monitor the site conditions, visually monitor the material quality of the liquid oils and aggregate cover aggregate, monitor liquid asphalt application rate and assist in the coordination of material delivery. At any time the supplier on-site field representatives notes a special or unusual condition which, in the suppliers opinion, may have a negative impact on the quality of the final product they will be required to immediately bring the condition to the attention of the County' on-site supervisor. The on-site representative will document daily, in writing, the conditions witnessed at the project site. A copy of the on-site field representative's documentation will be provided to the County on a daily basis.

MATERIAL QUALIFICATION AND TESTING

Prior to final selection of suppliers to be used under this contract, each supplier will be required to:

- 1) Provide written certification that the materials to be furnished under this contract will meet the minimum requirements for the type and grade liquid asphalt specified herein.
- 2) Determine the chemical compatibility of their oils to the aggregate scheduled for use in conjunction with this contract. County will furnish each supplier a sample of the pre-produced aggregate from project stockpiles intended for use as a chip seal cover aggregate. The supplier will determine the adhesive properties and resistance to stripping for the materials scheduled for use. County will check stripping characteristics using AASHTO T182.
- 3) Each supplier will report to the Engineer in writing, the results of their testing and specifically list any incompatibilities or recommendations prior to furnishing any asphalt materials under this contract.
- 4) Provide two, (1) quart, samples of each product type and grade intended for delivery and use for testing by County. Test results on the physical properties of the liquid asphalt products will be required to be within the specified grading range for each type of oil furnished prior to acceptance of the oil products intended for use under this contract.