

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
**AGENDA STAFF REPORT**

**AGENDA DATE:** February 7<sup>th</sup>, 2017

**ACTION REQUESTED:** Approve a Notice of Call for Sealed Bids to furnish Rock Products for one calendar year.

---

**BACKGROUND:** Annually, Kittitas County Public Works goes out to bid for the furnishing of rock products in accordance with the attached contract specifications.

The contract has been revised from past specifications advertised and has been reviewed and approved by the Prosecuting Attorney's office.

Bids are scheduled to be opened on February 23<sup>rd</sup>, 2017 at 2:00 p.m. in the Public Works Department.

**INTERACTION:** Public Works

**RECOMMENDATION:** Move to approve Notice of Call for Sealed Bids to furnish Rock Products for one calendar year and direct staff to advertise as requested.

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

**ATTACHMENTS:** Notice of Call for Bids

**LEAD STAFF:** Lucas Huck  
County Engineer

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

This call for sealed bids is to furnish Rock Products 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: 02/09/2017; 02/16/2017

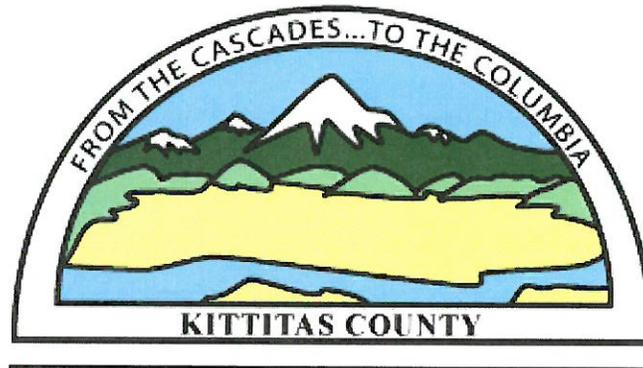
Daily Journal of Commerce: 02/09/2017; 02/16/2017

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.

# KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS CONTRACT PROVISIONS & PROPOSAL DOCUMENTS



## For the Manufacture and Supply of Crushed Rock Materials

\*\*\*\*\*

Consisting of:

**INVITATION TO BID  
BID PROPOSAL DOCUMENTS  
CONTRACT SPECIAL PROVISIONS  
SAMPLE LOCAL AGENCY CONTRACT**

\*\*\*\*\*

Lucas Huck  
Kittitas County Engineer

# **INVITATION TO BID**

# INVITATION TO BID

## KITTITAS COUNTY – MANUFACTURE AND SUPPLY OF CRUSHED ROCK MATERIALS

Proposals must be received in sealed envelopes and plainly marked “**Kittitas County – Manufacture and Supply of Crushed Rock Materials**” 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. 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.

### FAXED BIDS WILL NOT BE ACCEPTED.

Bids will be opened February 23<sup>rd</sup>, 2017 at 2:00 P.M., at the Kittitas County Public Works Office, 411 N. Ruby, Ste. #1, Ellensburg, WA 98926.

All Proposal Sheets must be signed.

The Board of County Commissioners reserves the right to accept or reject any or all bids, in whole or in part, as the Board determines to be in the best interest of Kittitas County. Any units not conforming to bidder’s exact specifications will be rejected and it will be the responsibility of the manufacturer and/or bidder to conform to the requirements. The County will not be liable for any errors in any bids. Bidders will not be allowed to alter bids after the deadline for the submissions of bids.

The County reserves the right to refrain from contracting with any Bidder. The release of this Call for Bids does not compel the County to purchase.

The County reserves the right to make corrections or amendments due to errors identified in the bid documents by the County or a potential bidder. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error.

When, after the opening and tabulation of the bids, a Bidder claims error, and requests to be relieved of the award, that Bidder will be required to promptly present certified work sheets. The County will review the work sheets and if the County is convinced by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

Bidders may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Kittitas County Public Works Department.

The County is not liable for any costs incurred by the Bidders in the preparation and presentation of bids submitted in response to this Call for Bids.

**The Kittitas County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to**

**such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.**

**The supply of material for which bids will be received is described below:**

This Work provides for the supply of crushed aggregate to Kittitas County in accordance with the 2016 edition of the "State of Washington Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction" M 41-10 as amended. The materials to be supplied include:

- Crushed Surfacing Top Course
- Crushed Surfacing Base Course
- Common Borrow
- Light Loose Rip Rap
- Quarry Spalls
- Maintenance Sand

Kittitas County seeks bids for the supply of crushed aggregates including delivery, to Upper County, Lower County, and for pickup at the Vendor's plant.

Geographical limits for "Upper County" and "Lower County" as depicted in bid proposal schedules B and C shall be as illustrated in Exhibit A "Maps" of the Contract Special Provisions.

**OBTAINING THE SPECIFICATIONS AND PROPOSAL DOCUMENT:**

Copies of the contract provisions and proposal documents may be obtained from Kittitas County as follows:

Kittitas County Website:  
[www.co.kittitas.wa.us/notices/](http://www.co.kittitas.wa.us/notices/)

**BOARD OF COUNTY COMMISSIONERS**

DATED this \_\_\_\_\_th Day of February, 2017 at Ellensburg, Washington.

---

Clerk of the Board

Publish: Daily Journal of Commerce:      \*\*\* February 9<sup>th</sup>, and 16<sup>th</sup>, 2017 \*\*\*

Ellensburg Daily Record:                      \*\*\* February 9<sup>th</sup>, and 16<sup>th</sup>, 2017 \*\*\*

# **PROPOSAL** **DOCUMENTS**

**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:

**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.**

**ALTERNATE BIDS**

Bid Proposal Schedule A – Price Per Ton at Vendor’s Identified Location.  
Bid Proposal Schedule B – Price Per Ton Delivered To Upper County.  
Bid Proposal Schedule C – Price Per Ton Delivered to Lower County.

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 MAINTENANCE ROCK  
PRICE PER TON AT VENDOR'S IDENTIFIED LOCATION**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER TON VENDOR LOADED</b>	<b>PRICE PER TON COUNTY LOADED</b>	<b>IDENTIFIED PICKUP LOCATION(S)</b>
1A	8,000 TONS	Maintenance Sand	\$ _____	\$ _____	
2A	16,000 TONS	Crushed Surfacing Top Course (WSDOT Standard Specifications)	\$ _____	\$ _____	
3A	14,000 TONS	Crushed Surfacing Base Course (WSDOT Standard Specifications)	\$ _____	\$ _____	
4A	1,000 TONS	Common Borrow (WSDOT Standard Specifications)	\$ _____	\$ _____	
5A	1,000 TONS	Light Loose Rip Rap (WSDOT Standard Specifications)	\$ _____	\$ _____	
6A	1,000 TONS	Quarry Spalls (WSDOT Standard Specifications)	\$ _____	\$ _____	

**BID PROPOSAL**

**SCHEDULE B**

**FURNISH MAINTENANCE ROCK**  
**PRICE PER TON DELIVERED TO UPPER COUNTY**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER TON</b>
1B	4,000 TONS	Maintenance Sand	\$ _____
2B	6,000 TONS	Crushed Surfacing Top Course (WSDOT Standard Specifications)	\$ _____
3B	6,000 TONS	Crushed Surfacing Base Course (WSDOT Standard Specifications)	\$ _____
4B	500 TONS	Common Borrow (WSDOT Standard Specifications)	\$ _____
5B	500 TONS	Light Loose Rip Rap (WSDOT Standard Specifications)	\$ _____
6B	500 TONS	Quarry Spalls (WSDOT Standard Specifications)	\$ _____

**BID PROPOSAL**

**SCHEDULE C**

**FURNISH MAINTENANCE ROCK**  
**PRICE PER TON DELIVERED TO LOWER COUNTY**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER TON</b>
1C	4,000 TONS	Maintenance Sand	\$ _____
2C	10,000 TONS	Crushed Surfacing Top Course (WSDOT Standard Specifications)	\$ _____
3C	8,000 TONS	Crushed Surfacing Base Course (WSDOT Standard Specifications)	\$ _____
4C	500 TONS	Common Borrow (WSDOT Standard Specifications)	\$ _____
5C	500 TONS	Light Loose Rip Rap (WSDOT Standard Specifications)	\$ _____
6C	500 TONS	Quarry Spalls (WSDOT Standard Specifications)	\$ _____

## **NON- COLLUSION DECLARATION**

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

**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.

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**CONTRACT**  
**SPECIAL**  
**PROVISIONS**

## CONTRACT SPECIAL PROVISIONS

### INTRODUCTION

The following special provisions are to be used in conjunction with the 2016 edition of the Washington State Department of Transportation's "Standard Specifications for Road, Bridge, and Municipal Construction" M 41-10, as amended, 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.

### DESCRIPTION OF WORK

This Work provides for the supply of crushed aggregate to Kittitas County, the materials to be supplied include:

- Crushed Surfacing Top Course
- Crushed Surfacing Base Course
- Common Borrow
- Light Loose Rip Rap
- Quarry Spalls
- Maintenance Sand

Kittitas County seeks bids for the supply of crushed aggregates, including delivery to Upper County, Lower County, and for pickup at the Vendors Identified Location.

Geographical limits for "Upper County" and "Lower County" as depicted in bid proposal schedules B and C shall be as illustrated in Exhibit A "Maps" of these Contract Special Provisions. Bid proposal schedule A indicates prices for Vendor or County loaded which is necessary due to the capability of Kittitas County to provide a loader and operator to facilitate in the loading of materials at the Vendor's Identified locations, however under either option Kittitas County would rely on the use of the Vendor provided scales.

### STANDARD TERMS AND CONDITIONS

1. 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.
2. For any exception to the delivery date as specified in this order, Vendor shall give prior notification and obtain written approval thereto from the Kittitas County Engineer 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 and/or appropriate liquid damages. 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.

3. Vendor agrees to protect and save harmless Kittitas County against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
4. 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.
5. 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.
6. The successful bidder 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 of the Vendor, its sub-contractors, its elected officers, employees or their agents, 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. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
7. In the event of a breach by Vendor of any of the provisions of this contract, Kittitas County reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Kittitas County resulting from Vendor's breach of contract.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. The Kittitas County Board of 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 maintenance rock of a quality which is satisfactory to Kittitas County's requirements.
14. Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a Vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the job site plus the cost of the material. This calculation shall be used to compare each Vendor on each job. The lowest overall cost to the County will determine which Vendor to purchase the product from for each project.
15. Multiple contract awards may be subject to individual Material pricing. The County reserves the right to purchase any and/or all of any item bid. Quantities are estimates only.
16. The County will give the Vendors advance notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

**QUALITY CONTROL**

The material shall meet the requirements for grading and quality when placed in hauling vehicles for delivery to the roadway, or during manufacture and placement into a temporary stockpile.

All goods or materials purchased herein are subject to approval by Kittitas County Department of Public Works. Any rejection of 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.

The items 1A, 1B, 1C in the bid proposal "Maintenance Sand" shall be produced from material which is free from roots, earth and other extraneous material. All oversized gravel occurring in the sources up to and including cobbles of 10 inches in the greatest dimension shall be entirely utilized in the production of maintenance sand.

Maintenance Sand shall meet the following grading requirements:

Passing 5/16 inch square	100%
Passing U.S. No. 10	0-60%
Passing U.S. No. 200	0-5%
Sand Equivalent	40 minimum

In the final product, at least 50 percent by weight of the particles retained on the No. 10 and above sieves shall have at least one fractured face produced by mechanical crushing.

**LOCATION OF STOCKPILED MATERIAL:**

The Vendor will manufacture and stockpile the product at their Identified Facility. It is understood that should aggregate fail to meet specification at any time prior to transport, it remains rejected until corrective measures bring the aggregate back into specification.

Bid items 1A, 1B, and 1C in the bid proposal "Maintenance Sand" shall be available for County use no later than **September 1<sup>st</sup>, 2017**.

**BID ITEM QUANTITIES:**

The quantities of material listed on the attached bid sheets are for bidding purposes only. Due to budget and variable work environment, the quantity of purchased aggregate may vary. Kittitas County does not guarantee quantities shown will be purchased.

Quantities are offered only to provide the Vendor with an estimate of demand. The Vendor shall make such revisions in their work as necessary to accommodate changes in the demand without additional compensation.

**MEASUREMENT:**

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

**PAYMENT**

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

Payment for materials delivered to Kittitas County each month will be made by County warrant on the following month.

Payment will be made by Kittitas County Public Works Department within thirty (30) days from the date invoices are received by Kittitas County. All interest costs incurred to bidder must be computed in the original bid price as no further compensation will be made. No down payment or advance payment of any kind will be made.

Kittitas County is exempt from all Federal Excise Tax.

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

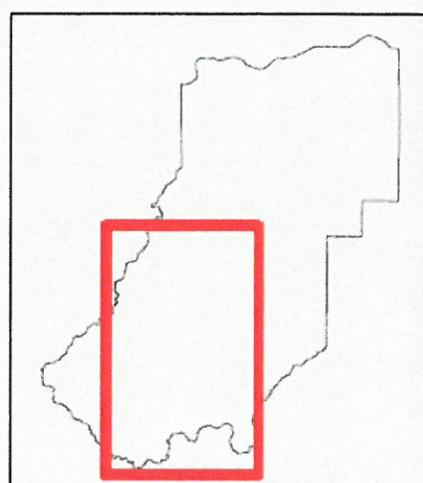
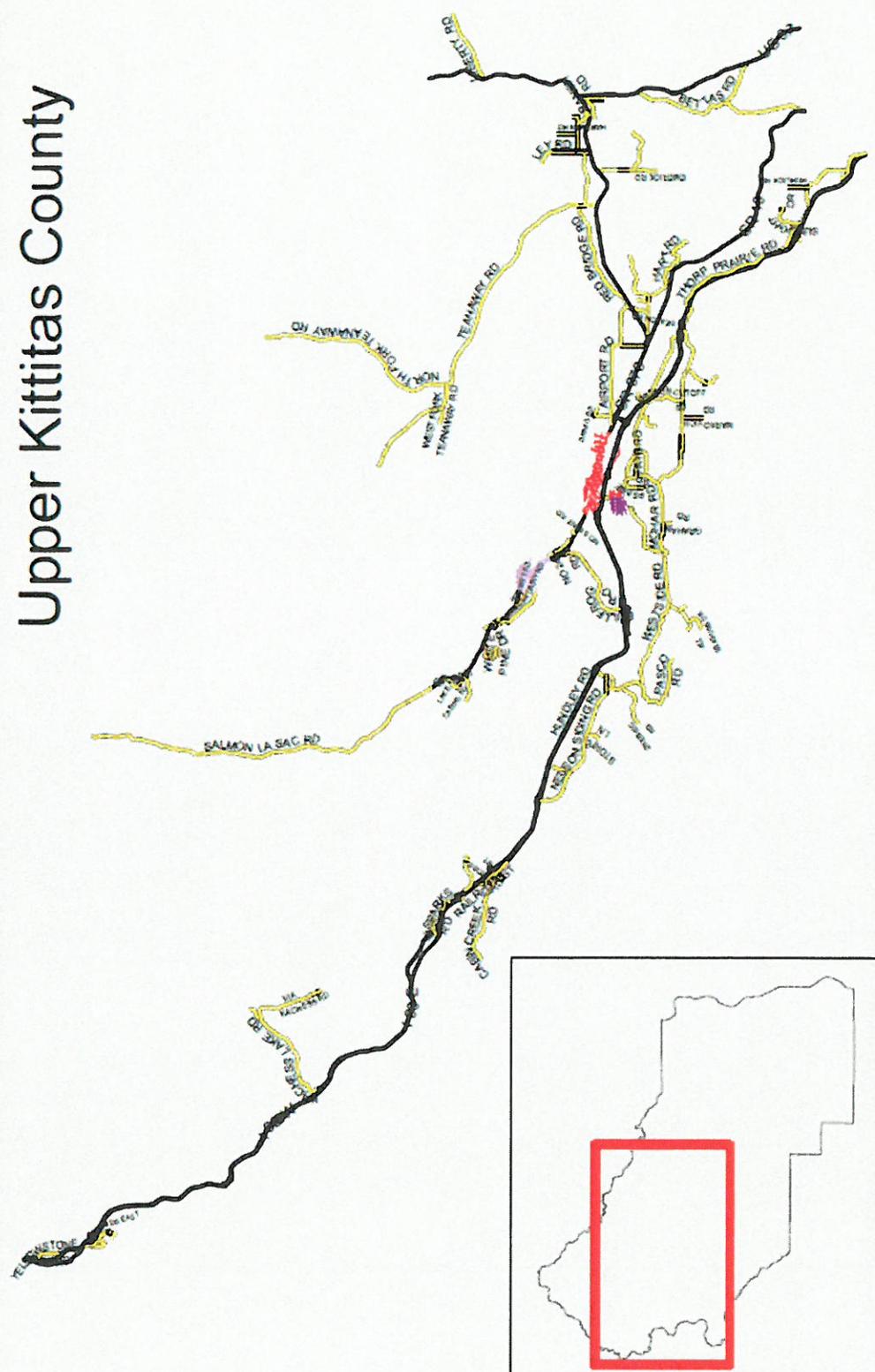
**EXECUTION OF CONTRACT**

Successful bidders will be required to enter into a local agency contract to provide crushed aggregate to Kittitas County in accordance with the submitted proposal, and these contract special provisions for one calendar year following the date the contract is executed.

# **EXHIBIT A**

## **MAPS**

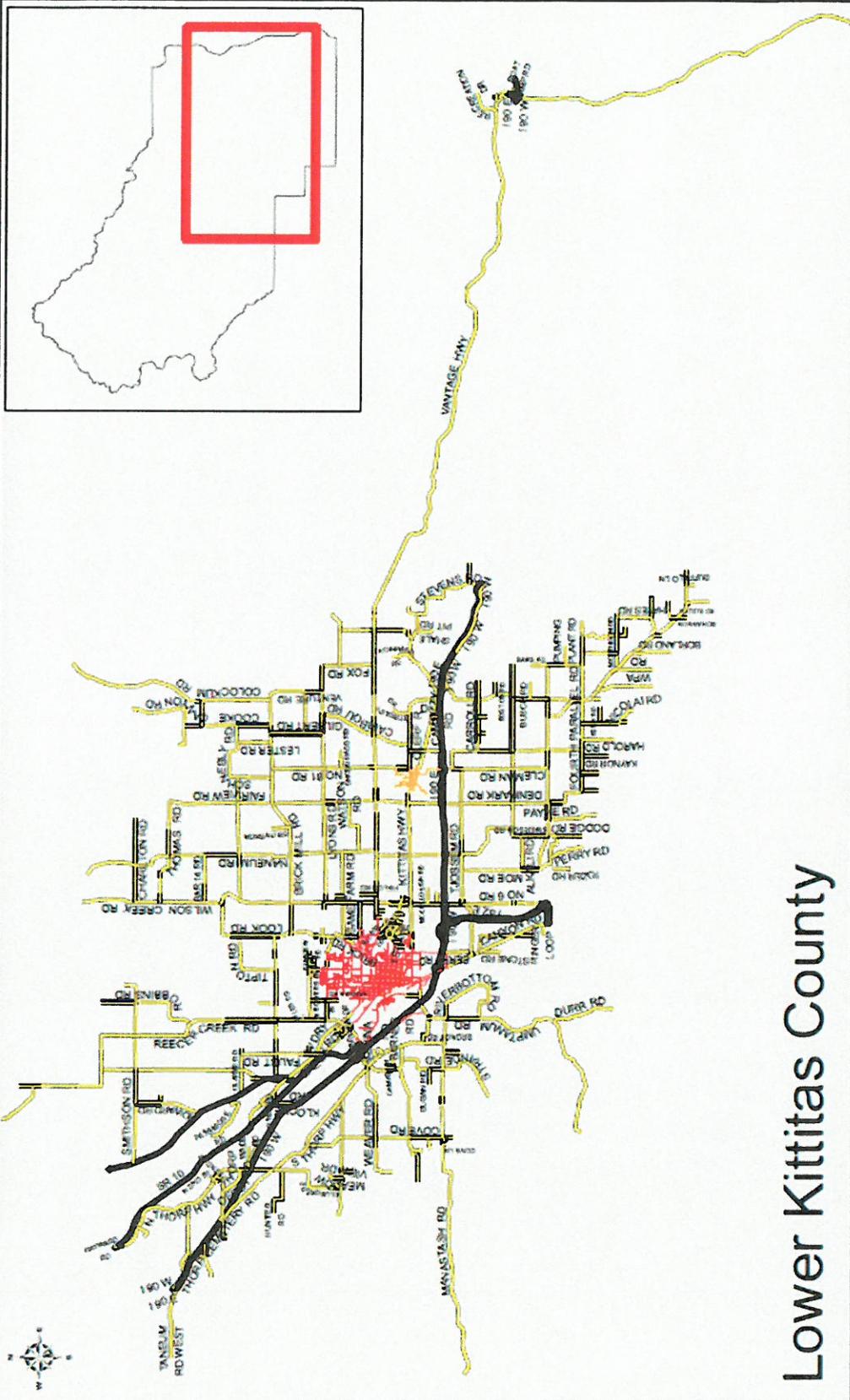
# Upper Kittitas County



- Roads Owned By**
- CLE ELUM
  - KITTITAS COUNTY
  - S CLE ELUM
  - ROSLYN
  - WSDOT



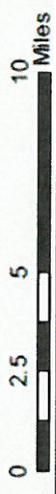
Disclaimer: Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranty is expressed or implied and no responsibility is assumed for the data provided. Kittitas County, its representatives, and its employees do not guarantee the accuracy of the material contained herein and is not responsible for any reliance or representation made by others in reliance on the data provided.



# Lower Kittitas County



- Roads Owned By**
- ELLENSBURG
  - KITTITAS
  - WSDOT



Disclaimer: Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranty, expressed or implied, can be provided for the data provided. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any omissions or errors in relation to other information. Kittitas County is not liable for any damages or losses resulting from the use of this information.

**SAMPLE**  
**LOCAL AGENCY**  
**CONTRACT**

# Local Agency Contract

THIS AGREEMENT, made and entered into this      day of      ,  
2016 between the **Kittitas County** hereinafter called the Local Agency, and  
the

\_\_\_\_\_ under and by virtue of Title 47  
RCW, as amended and

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, and  
equipment for:

This Work provides for the supply of crushed aggregate to Kittitas County for one calendar  
year following the date the contract is executed. The materials to be supplied include:

- Crushed Surfacing Top Course
- Crushed Surfacing Base Course
- Common Borrow
- Light Loose Rip Rap
- Quarry Spalls
- Maintenance Sand

in accordance with and as described in the attached specifications, and the  
2016 edition of the standard specifications of the *Washington State Department  
of Transportation Standard Specifications for Road, Bridge and Municipal  
Construction, M41-10* as amended, which are by this reference incorporated  
herein and made part hereof and, shall perform any changes in the work in accord  
with the Contract Documents.

The Contractor 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 these Contract Documents except those items mentioned therein to be furnished by.

II. The Local Agency 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 in accord with 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 at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

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

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

Local Agency:

Kittitas County Department of Public Works

Title: Public Works Director

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

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