

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**AGENDA STAFF REPORT**

**AGENDA DATE:** January 21, 2014

**ACTION REQUESTED:** Approve a Notice of Call for sealed bids to furnish Crack Sealant Materials for Calendar Year 2014.

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**BACKGROUND:** Annually, Kittitas County Public Works goes out to bid for the furnishing of Crack Sealant 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 6, 2014 at 2:00 p.m. in the Public Works Department.

**INTERACTION:** Public Works

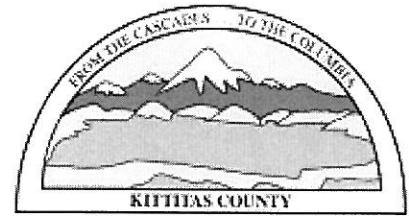
**RECOMMENDATION:** Move to approve Notice of Call for Bids to furnish Crack Sealant Materials for 2014 and direct staff to advertise as requested.

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

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

**LEAD STAFF:** Kirk Holmes  
Director of Public Works

KITTITAS COUNTY DEPARTMENT  
OF PUBLIC WORKS



# *REQUEST FOR BIDS*

PRODUCT: CRACK SEALANT MATERIALS

FOR YEAR: 2014

**BIDS DUE: FEBRUARY 6, 2014 @ 2:00 PM**

RETURN BID PROPOSALS TO:

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

# **BID FOR CRACK SEALANT MATERIAL AND EQUIPMENT 2014**

## **DATE OF OPENING BIDS:**

Sealed bids for Crack Sealant Material and Equipment will be received at the Office of the Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington until **2:00 p.m. on February 6, 2014**, and thereafter will be opened publicly and read aloud. Each bid to be considered must be submitted on forms furnished by the Kittitas County Department of Public Works and must be sealed in an envelope, plainly marked with the name of the bidder and "Proposal to Supply Crack Sealant Material and Equipment" on the outside of the envelope and addressed to the Kittitas County Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington 98926. Kittitas County shall assume no responsibility for the delay in the U.S. Mail service resulting in a bid being received late. Bids not in hand in the Kittitas County Department of Public Works' Office by the above stated date and time will not be considered.

## **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.

## **DESCRIPTION OF WORK:**

The work contemplated to be performed under this contract consists of furnishing all Crack Sealant Material and Equipment upon request by Kittitas County Department of Public Works.

## **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 Crack Sealant Materials of a quality which is satisfactory to Kittitas County's requirements.

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

Please be advised that each bid item should be stated as a separate item NOT a total and quantities are estimates only. All prices shall be FOB Ellensburg, WA.

## **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.

**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.

**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.

**REJECTION:**

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.

**IDENTIFICATION:**

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

**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.

**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.

#### **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:**

Payment for materials delivered to Kittitas County each month will be made by County warrant on the following month. Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received

#### **CONTRACT - PROPOSAL BOND:**

No proposal bond or performance bond will be required.

#### **SALES TAX:**

Kittitas County is subject to Washington State Sales Tax.



**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.

**EQUIPMENT:**

The successful bidder shall guarantee the equipment described in this bid proposal shall be guaranteed available to Kittitas County for the 2014 Calendar Year. Kittitas County agrees to provide the successful bidder with one week's advance notice of use.

**MISCELLANEOUS:**

Questions may be directed to Jim Van de Venter, Road Supervisor, Kittitas County Dept. of Public Works, 411 N. Ruby, Suite #1, Ellensburg, WA 98926. Telephone (509) 962-7523  
FAX (509) 962-7663.

Kittitas County reserves the right to reject any and all quotations, to waive formalities and to select the bid most advantageous to the County.

**Bids must be received by the Kittitas County Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, WA 98926, by 2:00 p.m., February 6, 2014.**

**BID PROPOSAL**  
**CRACK SEALANT MATERIAL AND EQUIPMENT**  
**FOR CALENDAR YEAR 2014**  
**SCHEDULE "A" - PRODUCT ONLY**

PRODUCT	Equivalent / AASHTO Spec.	ESTIMATED QUANTITY	PRICE PER POUND	TAX RATE _____ %	TOTAL UNIT PRICE
RS201		10,000 POUNDS			
	_____		_____	_____	_____
RS211		30,000 POUNDS			
	_____		_____	_____	_____

**\*Material shall be warehoused at vendor's location until called for.**

NOTE: A CURRENT LABEL AND MSDS SHALL BE SUPPLIED FOR ALL MATERIALS BID.

**BID PROPOSAL**  
**CRACK SEALANT MATERIAL AND EQUIPMENT**  
**FOR CALENDAR YEAR 2014**  
**SCHEDULE "B"- EQUIPMENT ONLY**

**EQUIPMENT RENTAL**

**WEEKLY**

**MONTHLY**

Crack Sealing Machine\*

\_\_\_\_\_

\_\_\_\_\_

**\*Machine must include heated hose.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Id Number