YAKIMA COUNTY
2014 BITUMINOUS SURFACE TREATMENT PROGRAM
PURCHASE OF ASPHALT EMULSION CONTRACT SPECIFICATIONS

BIDS TO BE OPENED: WEDNESDAY, APRIL 16, 2014 AT 2:00 P.M.
YAKIMA COUNTY PUBLIC SERVICES DEPT.
128 NORTH 2ND STREET, 4TH FLOOR COURTHOUSE
YAKIMA, WASHINGTON 98901

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 Yakima County Board of Commissioners the best interest of the County will be promoted thereby.

LOCATION OF MATERIALS

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

CONDITION 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 Yakima County’s requirements.

Multiple contract awards may be subject to 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. Yakima 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.

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 Yakima County, Washington.
DEFAULT

The Company agrees that if a lawsuit is instituted by the County for any default on the part of the Company, and the Company is adjudged to be in default, the Company shall pay to the County all costs and expenses incurred by the County in connection therewith, and reasonable attorney’s fees. Venue shall be in the County of Yakima, Washington.

INDEMNIFICATION

To the maximum extent permitted by law, the Company shall be liable for and shall hold the County harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Company agrees to assume the defense of the County and its officers and employees in all legal proceedings or claims with third parties connected with the Company’s performance under this Contract, to pay all expenses, including reasonable attorney’s fees incurred directly or indirectly on account of such legal proceeding, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.

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 Yakima County each month will be made by County warrant on the following month.

MEASUREMENT

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

PROPOSAL GUARANTY

A certified check, cashier’s check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total bid amount must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the Bidder shall execute the Contract. This bond will be held in reserve by Yakima County to act as a Performance Bond subsequent to the award and execution of a contract with successful bidder.

SALES TAX

Yakima County is subject to Washington State Sales Tax.
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, 2014 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, Yakima County shall be used in this Contract. Where the terms Engineer or Secretary of Transportation appears in the Standard Specifications, Yakima County Engineer shall be used for this Contract. Where the term Washington State Highway or Transportation Commission appears in the Standard Specification, Yakima County Board of 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, 2014 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 Withdrawal or Revision of Proposal
1-02.10 Public Opening of Proposal
1-02.12 Irregular Proposals
1-02.13 Disqualification of Bidders

Section 1-03 Award and 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 (6) Cationic Emulsified Asphalt

HAZARDOUS SUBSTANCE TAX (WAC 458-20-252)

All out of state suppliers (i.e. not located in Washington State) shall consider the following when submitting a bid for liquid asphalt. Yakima 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 (0.007)). 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 grade of CRS-2P. All liquid asphalt shall meet the 2014 specifications of the Washington State Department of Transportation for grade of asphalt specified and detailed in 9-02.1(6A). Except viscosity Minimum shall be 200 and Maximum 400.

ACCEPTANCE

The acceptance of the Liquid Asphalt will be based on the manufactures 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 an independent testing performed by Yakima County at the County’s discretion.

Deliveries of Asphalt 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 no cost to Yakima County. If the delay ties up the crew for more than 2 hours before next delivery, Yakima County will assess $2,000.00 per hour late charge each elapsed hour thereafter.

Deliveries shall be made in insulated tank trucks at a minimum temperature of 160 degrees F for asphalt at the time and places requested by Yakima County. Yakima County reserves the right to cancel the tanker load three (3) to five (5) hours prior to preset delivery time at no cost to Yakima County.

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

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

The prices quoted shall be firm for the period May 1, 2014 thru September 20, 2014

ON-SITE FIELD REPRESENTATIVE

The selected supplier of liquid asphalt shall provide a qualified company representative to be on-site, at least 20 hours, when the product is being furnished. The on-site representative will witness the construction activities, monitor the site conditions, visually monitor the material quality of the liquid asphalt and cover aggregate, monitor application rates and assist in the coordination of material delivery. At any time the supplier on-site field representative 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’s 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 of liquid asphalt specified herein.

2) Determine the chemical compatibility of their asphalts to the aggregate scheduled for use in conjunction with this Contract. The 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. The 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 the 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 furnished to acceptance of the asphalt products intended for use under this Contract.
BID SHEET

Yakima County Public Services Department
4th Floor, County Courthouse
Yakima, Washington 98901

The undersigned hereby certifies that he/she has read the attached conditions and specifications for supplying the CRS-2P as therein specified and desires to submit for your consideration the following bid price:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Amount</th>
<th>Description</th>
<th>Price</th>
<th>Extended Dollars</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>1,175 Tons</td>
<td>CRS-2P, Per Ton, County Wide</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous Substance Tax @ 0.7%</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington State Sales Tax @ 7.9%</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Bid, Including Freight &amp; Taxes</strong></td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>124 Tons</td>
<td>CRS-2P, Per Ton, Slavin Rd.</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous Substance Tax @ 0.7%</td>
<td>$_______</td>
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<tr>
<td></td>
<td></td>
<td>Washington State Sales Tax @ 7.9%</td>
<td>$_______</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Bid, Including Freight &amp; Taxes</strong></td>
<td>$_______</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Total Bid</strong></td>
<td>$_______</td>
<td></td>
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</tbody>
</table>

REMARKS

The Board of County Commissioners reserves the right to reject any or all bids or parts thereof and to waive minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders and their equipment offered when considering awarding this bid. The Board will not be bound necessarily by the low bid. Any or all bids may be rejected for good cause. Bids must be sealed and plainly marked, “2014-Purchase of Asphalt Emulsion - Bituminous Surface Treatment” to Yakima County Public Services, Attention: Heidi Matson, 4th Floor, Yakima County Courthouse, Yakima, Washington 98901. Bids must be in the office of Yakima County Public Services on or before the bid time of:

**WEDNESDAY, APRIL 16, 2014 AT 2:00 P.M.**

NAME OF COMPANY

ADDRESS

BY

TITLE

PHONE NO.

It shall be the duty of the Bidder to submit his bid before the hour and date specified. Yakima County shall assume no responsibility for the delay in the U.S. Mail Service resulting in a bid being received late.

VENDOR ERROR:
Any pricing, configuration, or other errors discovered after bid opening must remain and cannot be adjusted.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
AND ANY SUCCESSFUL VENDOR MUST BE SO DEDICATED