

**City of Everett
Call For Bids
Bid No. 2002-464
ASPHALT (PICKED UP)**

Sealed bids will be received by the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 until 2:00 p.m., Tuesday, March 19, 2002, for the purchase of ASPHALT (PICKED UP).

SPECIFICATIONS

The work to be performed will include furnishing all materials as listed for the City of Everett use in maintenance activities performed by City crews. These materials will be picked up by City crews in City vehicles for maintenance activities. Factors that will be considered when determining the lowest, most responsive bidder(s) include the distance to the bidder's plant, availability of product, potential for delays due to supplier workload or supplier equipment downtime, and quality of service. In the event the awarded bidder does not have product available when needed by City crews, the City of Everett reserves the right to buy that product from the next lowest, responsive bidder as deemed in the best interests of the City.

All work under this contract shall be performed in accordance with the following Standard Specifications except as may be exempted or modified by other sections of these documents. These Standard Specifications are hereby made a part of this contract and shall control and guide all activities within this project whether referred to directly, paragraph by paragraph, or not.

- a) WSDOT/APWA "1996 Standard Specifications for Road, Bridge and Municipal Construction", hereinafter referred to as the "State Standard Specifications".
- b) The "APWA Supplement to Division 1" of the WSDOT/APWA 1996 Standard Specifications for Road, Bridge and Municipal Construction", hereinafter referred to as the "APWA Supplement".

The quantities listed in this specification are ESTIMATED annual requirements. The City of Everett will place orders as needed.

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>
1.	Class "B" ACP per Sections 9.02 and 9.03 of 1996 State Standard Specifications	25 tons
2.	Class "B mod" ACP, City standards, (see "Class B, City of Everett Mod, Asphalt" attached)	1300 tons
3.	Class "G" ACP per Sections 9.02 and 9.03 of State Standard Specifications	1000 tons
4.	CSS1 per Section 9.02 of State Standard Specifications, (see NOTE 1 , below)	170 tons
5.	AR-4000 per Section 9.02 of State Standard Specifications (see NOTE 2 , below)	4 tons
6.	MC-250 Cold Mix per section 9.02 of State Standard Specifications	25 tons
7.	UPM Cold Mix	3 tons
8.	Class C Asphalt	40 tons
9.	Feathering Mix	1 tons
10.	Class A Asphalt	1 tons

The quantities are based on materials City crews will pick up at the plant and transport in city vehicles. The quantities are estimates for the City of Everett's yearly needs. They do not reflect the actual quantities that may or may not be used. Quantities may be higher in some types or lower in some types than the estimates reflect. Payment will be made on the basis of the actual quantities of each type picked up by City crews as the need arises throughout the year.

Asphalt concrete pavement shall meet section 9.03.08(6) of the 1996 WSDOT Standard Specifications but with the following amendments:

No recycled asphalt materials or rubber compounds may be used without the expressed written permission from the City Street Department Superintendent or City Engineer.

NOTE 1: Cationic Emulsified Asphalt, "Tack", shall be slow setting CSS1, per section 9.02.1(6) of the 1996 WSDOT Standard Specifications.

NOTE 2: Paving Asphalt shall be AR4000W per section 9.02.1(4)A of the 1996 WSDOT Standard Specifications.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

PRICING AND DELIVERY

The materials included in this Invitation to Bid will be picked up at the successful bidder's plant and transported in City vehicles. Prices bid shall be at "picked up" prices.

Convenience of the plant location is an important factor to the City and will be considered in addition to price when determining lowest, responsive bidder(s).

The successful bidder will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

BID TERM

Pricing shall be good for a period of 12 months following the date of the bid award. This bid may be extended for two additional 12 month periods by mutual agreement between the City of Everett and the successful bidder(s).

BID AWARD

This bid may be awarded to one or more bidders, whichever is in the City's best interests. The successful bidder(s) will be issued a City of Everett Purchase Order that will be valid for 12 months following the date of the bid award.

PAYMENT

Payment shall be made within 30 days of receiving a correct and payable invoice unless unusual circumstances arise. Invoices shall refer to the appropriate City of Everett Purchase Order.

TAXES AND FEDERAL EXCISE TAX

Washington State Sales tax shall be shown as a separate line on the bid submittal sheet. No charge by the Bidder shall be made for federal excise taxes. The City of Everett, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Everett agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

BID OPENING

The original bid and **two** copies of the bid submittals must be submitted to the City Clerk.

All bids must be submitted to the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 no later than 2:00 p.m., Tuesday, March 19, 2002, and must be clearly marked:

BID FOR ASPHALT (PICKED UP), BID NO. 2002-464

At the appointed time, all bids will be opened and read aloud in the presence of the bidders or their representatives at an administrative opening in the 8th Floor Public Hearing Room, 2930 Wetmore Avenue, Everett, Washington.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interests of the City.

NANCY WOODS, C.P.M.
Purchasing Manager

Class “B” (City of Everett Mod) Asphalt

Sieve	Target Value	Specification
¾”	100	100
½”	99	95-100
3/8”	90	80-95
¼”	75	60-80
#10	43	35-50
#40	18	15-30
#200	5.5	3-8
96AC	4.8	4.3-5.3

These grading limits apply to all Modified Class B asphalt production, unless specifically changed by contract specifications. Aggregate to be produced from a WSDOT approved material source.

Asphalt Cement Type AR4000W

Optimum Asphalt Content: 4.8% plus or minus ½%

City of Everett
Bid No. 2002-464
ASPHALT (PICKED UP)
BID SUBMITTAL SHEET

<u>Item #</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Price per Ton</u>		<u>Extended Price</u>
1.	25 tons	Class "B" ACP per specifications	\$	x 25 =	\$
2.	1300 tons	Class "B" (Mod) Asphalt, per City standards	\$	x 1300 =	\$
3.	1000 tons	Class "G" ACP per specifications	\$	x 1000 =	\$
4.	170 tons	CSS 1 per specifications	\$	x 170 =	\$
5.	4 tons	AR-4000 per specifications	\$	x 4 =	\$
6.	25 tons	MC-250 Cold Mix per specifications	\$	x 25 =	\$
7.	3 tons	UPM Cold Mix	\$	x 3 =	\$
8.	40 tons	Class C Asphalt	\$	x 40 =	\$
9.	1 tons	Feathering Mix	\$	x 1 =	\$
10.	1 tons	Class A Asphalt	\$	x 1 =	\$
SUBTOTAL					\$
_____ % Wash. St. Sales Tax					\$
TOTAL					\$

Please describe production schedule and availability of materials listed above, including equipment downtime: _____

Plant locations: _____

Will plant stay open for City pickup when we give 4 hours advance notice? Yes No

Terms of payment _____

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs? Yes No

Will you sell additional units to other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Everett accepts no responsibility for the payment of the purchase price by other government agencies. Yes No

FULL LEGAL NAME OF BIDDER _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

CITY OF EVERETT _____ UBI _____

BUSINESS LICENSE NUMBER _____ NUMBER _____

CITY OF EVERETT

STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF EVERETT AND THE LAWS OF THE CITY OF EVERETT PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **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 Purchasing Manager or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Manager or appropriate Buyer 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 damages.
The acceptance by the Purchaser 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 for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser 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.
9. **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.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Purchasing Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **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.
13. **RISK OF LOSS** Regardless of FOB point, 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.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser 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 the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, 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.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser 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 Snohomish County.
21. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

22. ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.