

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON
CB 17-03

REQUEST FOR BIDS

BIDS FOR: FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: THURSDAY, FEBRUARY 23, 2017 AT 1:30 P.M., IN THE OFFICE OF BENTON COUNTY ROAD DEPARTMENT, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, FEBRUARY 23, 2017 AT 2:00 P.M., IN THE ROAD DEPARTMENT CONFERENCE ROOM, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you can provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS – ROAD SURFACING MATERIALS, and delivered to Benton County Road Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter into a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2016 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CHIP SEAL OIL, CRUSHED SURFACING BASE COURSE, and CRUSHED SURFACING TOP COURSE as required by the Benton County Road Department in accordance with the following list of items during the period from April 1, 2017 through March 31, 2018.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

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.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

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.

Address list of bidder's facilities:

TAX PROVISIONS:

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.

Approved as to form:  _____ Deputy Prosecuting Attorney Date <u>1/26/2017</u> _____
--

EXHIBIT A

**SUPPLY CONTRACT
ROAD SURFACING MATERIALS
(CB No. 17-03)**

April 1, 2017 – March 31, 2018

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and

_____ hereinafter called “the Vendor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the “Request for Bids” and “Proposal”, copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor’s proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor’s major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor’s mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys’ fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor’s obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable

by or for the Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Vendor, the Vendor's employees, agents or sub-vendors.

VI. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2017 and expires March 31, 2018.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR:

by: _____

Title: _____

COUNTY OF BENTON:

by: _____

Chairman, Board of Benton
County Commissioners

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date _____