



City of Tacoma, WA

**PUBLIC WORKS**

**REQUEST FOR BIDS**

**ASPHALT PRE-COATED CRUSHED SCREENING MATERIAL**

**SPECIFICATION NO. PW22-0076F**



**City of Tacoma  
Public Works / Street Operations**

**REQUEST FOR BIDS PW22-0076F  
Asphalt Pre-Coated Crushed Screening Material**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 15, 2022**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

**Bid Opening:** Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Asphalt Pre-Coated Crushed Screening Material on an as-needed basis.

**Estimate:** \$1,097,439.50

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Title VI Information:**

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to [teide@cityoftacoma.org](mailto:teide@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.




Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

## Table of Contents

|   |    |
|---|----|
| SUBMITTAL CHECK LIST .....  | 4  |
| 1. BACKGROUND .....   | 5  |
| 2. CALENDAR OF EVENTS .....   | 5  |
| 3. INQUIRIES .....  | 5  |
| Questions and requests for clarifications of this specification may be submitted in writing by 3:00 PM,<br>Pacific Time , <b>November 4, 2022</b> , to Tina Eide, Senior Buyer, via email to teide@cityoftacoma.org. .... |    |
| 4. PRE-BID MEETING .....  | 6  |
| 5. DISCLAIMER .....   | 6  |
| 6. DELIVERY/PICKUP .....  | 6  |
| 7. CONTRACT TERM .....  | 7  |
| 8. RESPONSIVENESS .....   | 7  |
| 9. AWARD .....  | 7  |
| 10. PRICE ADJUSTMENTS .....   | 8  |
| 11. INSPECTION .....  | 8  |
| 12. STANDARD TERMS AND CONDITIONS .....   | 9  |
| 13. COMPLIANCE WITH SPECIFICATIONS .....  | 9  |
| 14. MATERIALS AND WORKMANSHIP .....   | 9  |
| 15. QUANTITIES AND PURCHASE ORDERS .....  | 9  |
| 16. CONTENT TO BE SUBMITTED .....   | 9  |
| 17. ENVIRONMENTALLY PREFERABLE PROCUREMENT .....  | 10 |
| 18. EQUITY IN CONTRACTING .....   | 10 |
| 19. PROPRIETARY OR CONFIDENTIAL INFORMATION .....   | 10 |
| 20. PRICING .....   | 11 |
| 21. SECTION 2 – TECHNICAL PROVISIONS .....  | 13 |
| 22. APPENDICES – BID FORMS AND INSURANCE REQUIREMENTS .....   | 16 |

## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

|   |   |
|---|---|
| <b>The following items make up your submittal package:</b>    |  |
| One electronic copy   |   |
| Signature Page (Appendices – Section 22)                      |   |
| Price Proposal Form (Section 20)                              |   |
| Information in Section 16 (Content To Be Submitted)           |   |
| <b>After award, the following documents will be executed:</b> |   |
| Materials/Goods Contract                                      |   |
| Certificate of Insurance and related endorsements             |   |

## 1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Asphalt Pre-Coated Crushed Screening Material on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This product is used by Street Operations located at 2324 South C Street; Tacoma, WA 98402. The estimated annual usage is 2,700 tons. This is an estimated quantity only and does not guarantee a specific volume or dollar amount.

The City estimated annual cost of this contract is \$283,011.00.

Vendors may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted vendor fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

## 2. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

**Contract may be issued after City Council approval.**

The anticipated schedule of events concerning this RFB is as follows:

|                             |            |
|-----------------------------|------------|
| Pre-Bid Meeting:            | N/A        |
| Question Deadline:          | 11/4/2022  |
| City response to Questions: | 11/8/2022  |
| Submittal Due Date:         | 11/15/2022 |
| Anticipated Award Date:     | 11/30/2022 |
| City Council Approval:      | 12/6/2022  |

## 3. INQUIRIES

Questions and requests for clarifications of this specification may be submitted in writing by 3:00 PM, Pacific Time , **November 4, 2022**, to Tina Eide, Senior Buyer, via email to [teide@cityoftacoma.org](mailto:teide@cityoftacoma.org).

- 3.1 Questions marked confidential will not be answered or included.
- 3.2 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.3 The answers are not typically considered an addendum.
- 3.4 The City will not be responsible for unsuccessful submittal of questions.

- 3.5** Written answers to questions will be posted approximately one week after the question deadline.

#### **4. PRE-BID MEETING**

- 4.1** No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the Inquiries section.

#### **5. DISCLAIMER**

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

#### **6. DELIVERY/PICKUP**

- 6.1** Material shall be available for pick up Monday – Saturday 7am – 5pm
- 6.2** Material in this contract shall be readily available within 24 hours of order.
- 6.3** This contract includes the following Bid Items and a description thereof;
- 6.3.1** Bid Items “A” - Bidder will provide pre-coated aggregate from an approved source to be coated with “PG” Grade Hot Liquid Asphalt. The bidder will deliver the coated material to designated stockpile location(s) as directed by the City.
- 6.3.2** Bid Items “B” - Bidder will provide pre-coated aggregate from an approved source to be coated with “PG” Grade Hot Liquid Asphalt. The bidder will deliver the coated material to a designated stockpile location at Street Operation’s Asphalt Plant located at 3210 South Center Street.
- 6.3.3** Bid Items “C” - Bidder will provide pre-coated aggregate from an approved source to be coated with “PG” Grade Hot Liquid Asphalt and stockpiled for pick up as directed by the City
- 6.4** Bid Items “A” are delivered by the bidder at various locations throughout the City of Tacoma limits as instructed by Street Operations Division.
- 6.5** Bid Items “B” are delivered by the bidder at Street Operation’s Asphalt Plant located at 3210 South Center Street.
- 6.6** Bid Items "C" are F.O.B. at vendor's plant and loaded onto City of Tacoma furnished trucks.
- 6.7** Delivery of bid items to commence as soon as possible following the date of award, and are to be completed prior to the dates below.
- 6.8** Delivery of materials will commence, no later than, 30 calendar days after the successful bidder is awarded a contract or as directed by the City.

- 6.9** All Bid Items "A" and "B" shall be delivered no later than the last week of May for every year that this contract is in effect. The actual delivery date, for each contract year, shall be determined by the City.
- 6.10** Bid Items "C" shall be available for pickup no later than the last week of May for every year that this contract is in effect.
- 6.11** The successful bidder will receive a 15 day notice to begin delivery. Delivery dates shall be between February 1st and May 31st for each year that this contract is in effect unless otherwise specified by the City.

## **7. CONTRACT TERM**

The contract will be for a three-year period with the option to renew the contract three additional one-year terms and is subject to the price increase/decrease provisions per the [Price Adjustments](#) section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

## **8. RESPONSIVENESS**

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

## **9. AWARD**

**Actual award of the contract will be based on Bid Items "A" only.**

Pricing for Bid Items B and C will be used to establish pricing in case the City of Tacoma has the need to stockpile these materials at its Asphalt Plant or pick-up the materials directly from the vendors location.

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.



The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

## **10. PRICE ADJUSTMENTS**

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. The city may consider price adjustments for each 12-month period
2. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 45 days prior to the effective date
3. The city reserves the right to accept or reject all such price adjustments
4. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin
5. Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect
6. Increase requests may be evaluated against various market conditions, including but not limited to:
  - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84=100, for comparable period
  - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
  - c) State/federal regulations affecting production costs of the materials
  - d) Volatile commodity market conditions
  - e) Various producer price or commodity indices
  - f) Minimum wage adjustments

## **11. INSPECTION**

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

## **12. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

## **13. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall replace the item, at its own expense, including shipping.

## **14. MATERIALS AND WORKMANSHIP**

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

## **15. QUANTITIES AND PURCHASE ORDERS**

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

## **16. CONTENT TO BE SUBMITTED**

- 16.1** The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation may be rejected as non-responsive. It is agreed that you will perform according to the highest standard indicated.
- 16.2** Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.
- 16.3** Have you incorporated sustainability into your everyday business practices?: Yes/No
- 16.4** Please describe your sustainability efforts in your everyday business practices:
- 16.5** Does your company provide a Prompt Payment Discount?: Yes/No
- 16.6** Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid
- 16.7** Does your company accept a procurement card?: Yes/No

- 16.8** Provide a statement regarding your ability to meet the City's credit card requirements (below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

## **17. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

## **18. EQUITY IN CONTRACTING**

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **19. PROPRIETARY OR CONFIDENTIAL INFORMATION**

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFB shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

**20. PRICING**

| <b>BID ITEMS "A"</b><br><i>Bidder Provided Pre-Coated Aggregate with Bidder Delivery<br/> to various locations within the City of Tacoma limits as directed by the City.</i> |            |      |  |            |          |                             |
|--|------------|------|--|------------|----------|-----------------------------|
| Item No.   | Est. Quant | Unit | Description  | Unit Price | Total    | Aggregate Source/Pit Number |
| 1A.  | 500        | Ton  | 1/2" - U.S. No. 4 Asphalt Pre-Coated Crushed Screenings  | \$ _____   | \$ _____ |                             |
| 2A.  | 2700       | Ton  | 3/8" - U.S. No. 10 Asphalt Pre-Coated Crushed Screenings | \$ _____   | \$ _____ |                             |
| 3A.  | 50         | Ton  | 1/4" - U.S. No. 10 Asphalt Pre-Coated Crushed Screenings | \$ _____   | \$ _____ |                             |
|  |            |      | Subtotal:  |            | \$       |                             |
|  |            |      | Sales Tax @  |            | \$       |                             |
|  |            |      | Grand Total Bid  |            | \$       |                             |
| <b>BID ITEMS "B"</b><br><i>Bidder Provided Pre-Coated Aggregate with Bidder Delivery<br/> to the Street Operation's Asphalt Plant located at 3210 South Center Street</i>    |            |      |  |            |          |                             |
| Item No.   | Est. Quant | Unit | Description  | Unit Price | Total    | Aggregate Source/Pit Number |
| 1B.  | 500        | Ton  | 1/2" - U.S. No. 4 Asphalt Pre-Coated Crushed Screenings  | \$ _____   | \$ _____ |                             |
| 2B.  | 2700       | Ton  | 3/8" - U.S. No. 10 Asphalt Pre-Coated Crushed Screenings | \$ _____   | \$ _____ |                             |
| 3B.  | 50         | Ton  | 1/4" - U.S. No. 10 Asphalt Pre-Coated Crushed Screenings | \$ _____   | \$ _____ |                             |

| <b>BID ITEMS "C"</b><br><i>Bidder Provided Pre-Coated Aggregate with City Pick-up</i> |             |      |  |            |          |                             |
|---|-------------|------|--|------------|----------|-----------------------------|
| Item No.  | Est. Quant. | Unit | Description                                      | Unit Price | Total    | Aggregate Source/Pit Number |
| 1C.   | 500         | Ton  | 1/2" - U.S. No. 4<br>Asphalt Pre-Coated Crushed  | \$ _____   | \$ _____ |                             |
| 2C.   | 2700        | Ton  | 3/8" - U.S. No. 10<br>Asphalt Pre-Coated Crushed | \$ _____   | \$ _____ |                             |
| 3C.   | 50          | Ton  | 1/4" - U.S. No. 10<br>Asphalt Pre-Coated Crushed | \$ _____   | \$ _____ |                             |

For City Pickup:

Bidder's product location:

| Address | City | Zip | Distance in roundtrip miles to 3210<br>Center Street Tacoma, WA |
|---------|------|-----|---|
|         |      |     |   |
|         |      |     |   |
|         |      |     |   |

## 21. SECTION 2 – TECHNICAL PROVISIONS

### A. SCOPE OF WORK AND DELIVERABLES

#### **Specifications and Requirements**

##### Crushed Screenings:

Crushed screenings shall meet all the applicable requirements of Section 9-03 of the current Washington State Department of Transportation (WSDOT) Standard Specifications for Road and Bridge Construction except as modified below.

The portion of aggregate for bituminous surface treatment retained on a U.S. No. 4 sieve shall not contain more than 0.1 percent deleterious materials by weight.

##### Aggregate Source

Bidders are to provide on their bid proposal sheets the aggregate source code. The aggregate source code can be found using this link:

<https://wsdot.wa.gov/engineering-standards/construction-materials/aggregate-source-approval>

##### 1/2" - U.S. No. 4 Crushed Screenings:

| <u>Sieve Size</u>           | <u>Percent Passing</u>         |
|-----------------------------|--------------------------------|
| 5/8" square                 | 100                            |
| 1/2" square                 | 90-100                         |
| 3/8" square                 | 70-80                          |
| U.S. No. 4                  | 0-15                           |
| U.S. No. 10                 | 0-3                            |
| U.S. No. 200                | 0-1                            |
| % Fracture by weight        | 95 minimum two faces           |
| % Flakiness index by weight | 17 max. (FLH T508 test method) |

##### 3/8" - U.S. No. 10 Crushed Screenings:

| <u>Sieve Size</u>           | <u>Percent Passing</u>         |
|-----------------------------|--------------------------------|
| 1/2" square                 | 100                            |
| 3/8" square                 | 95-100                         |
| U.S. No. 4                  | 0-17                           |
| U.S. No. 10                 | 0-5                            |
| U.S. No. 200                | 0-1                            |
| % Fracture by weight        | 95 minimum two faces           |
| % Flakiness index by weight | 17 max. (FLH T508 test method) |

#### 1/4" - U.S. No. 10 Crushed Screenings:

| <u>Sieve Size</u>           | <u>Percent Passing</u>         |
|-----------------------------|--------------------------------|
| 3/8" square                 | 100                            |
| 1/4" square                 | 90-100                         |
| U.S. No. 4                  | 30-70                          |
| U.S. No. 10                 | 0-10                           |
| U.S. No. 40                 | 0-5                            |
| U.S. No. 200                | 0-1                            |
| % Fracture by weight        | 95 minimum two faces           |
| % Flakiness index by weight | 17 max. (FLH T508 test method) |

#### All Asphalt Pre-Coated Crushed Screenings:

Aggregates for Asphalt Pre-Coated Crushed Screenings shall conform to the requirements listed above for grading and quality.

#### Non Coated Aggregate

- An aggregate source will be determined prior to mixing and accepted by the City.
- Aggregates for pre-coating shall be stockpiled and used exclusively for this process.
- The City will perform acceptance testing based on random samples. Frequency will be a minimum of one sample per pile or one per 500 tons.

#### Mixing

- All aggregate coating shall be done in dry weather conditions unless otherwise approved by the City.
- Aggregate shall be pre-coated with liquid asphalt using PG64-22 grade binder.
- Application of the oil will be through an asphalt hot mix plant.
- Liquid asphalt coating shall be uniform and applied at a rate of between 0.8 to 1.0 percent by weight. Any coated materials produced that do not meet the above-specified application rates of liquid asphalt will be subject to rejection.
- The liquid asphalt temperature at the time of mixing with the aggregate should be 325 degrees with a dryer drum temperature of between 190 to 220 degrees.
- Any debris or extraneous material that becomes part of the finished product shall be removed prior to delivery or pick up as directed by the City. It shall be the responsibility of the supplier to remove any extraneous debris or material at no cost to the City.

#### Handling

- Batches or lots of the pre-coated aggregates shall be dumped into individual piles so as to not be contaminated by dust, debris, water, etc. **Pre-coated aggregate shall be placed on a clean, dry, hard surface unless otherwise directed by the City and shall be covered to keep material dry and free of dust and deleterious materials. Failure to cover, handle and store the material on a clean, dry hard surface will be cause for rejection.**
- Pre-coated aggregate shall be turned with a loader to accelerate cooling and to increase uniformity of the coating on the aggregates.

- c. Stockpile pre-coated aggregate at the plant by combining the batches or lots into a larger pile and turn the pile periodically until the aggregates have finished cooling.
- d. The aggregate supplier will stockpile the pre-coated aggregate in an area clean of any foreign debris as to not be contaminated by dust, debris, water, etc.
- e. The stockpiles must be placed on an asphalt paved or concrete surface unless otherwise directed by the City.
- f. The entire stockpile shall be completely turned (mixed) by a front-end loader at least twice in the first week (7-days) after the pre-coating takes place.
- g. The entire stockpile shall be completely turned at least once in the second week in order to allow the heat to escape and the aggregate to cool.

#### Acceptance

- a. All pre-coated aggregate material delivered or picked up under this contract shall be clean and free of dust and debris by washing prior to delivery to each stockpile site as directed by the City.
- b. The City will perform acceptance testing based on random samples. Frequency will be a minimum of one sample per pile or stockpile location.
- c. Pre-Coated Aggregates delivered to each stockpile location will be inspected for cleanliness by a representative of the City.
- d. Pre-Coated Aggregates rejected at the point of delivery will be removed at the contractor's expense as directed by the City.



## **22. APPENDICES – BID FORMS AND INSURANCE REQUIREMENTS**

## SIGNATURE PAGE

### **CITY OF TACOMA PUBLIC WORKS**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

#### **REQUEST FOR BIDS SPECIFICATION NO. PW22-0076F ASPHALT PRE-COATED CRUSHED SCREENING MATERIAL**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### **Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

---

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

---

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

---

services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.2 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

#### 4.2.1



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

---

### 4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 4.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.