



Pierce County

Budget and Finance Department

PATRICK KENNEY

Director

615 South 9th Street, Suite 100
Tacoma, Washington 98405-4673
(253) 798-7450 • FAX (253) 798-6699

July 11, 2005

Great Western Soil Conditioners
P O Box 4128
Tumwater WA 98501

Re: Transport Wastewater Biosolids

Enclosed please find your copy of our fully executed contract No. 51802, for transporting wastewater biosolids for the Public Works & Utilities Department.

The Public Works & Utilities Department will schedule a pre-work conference is one is required and then issue Notice to Proceed.

Sincerely,

A handwritten signature in cursive script that reads "Michael Clark".

Michael Clark
Purchasing Agent

MC:jg

c: Howard Wellman, WWTP
Julie Griffin, ESB-Admin.
Debra Bridgman, Contract Compliance

Accounting • Budget
Revenue • General Services
Purchasing • Fleet



Printed on recycled paper

COUNTY OF PIERCE
SUPPLY/SERVICE CONTRACT

Contract No. 51802

Project: Transport Wastewater Biosolids

Agency: Public Works & Utilities

THIS CONTRACT, made and entered into by and between

Pierce County
615 S 9th St Ste 100
Tacoma WA 98405-4674

hereinafter referred to as the owner, and

Great Western Soil Conditioners
P O Box 4128
Tumwater WA 98501

hereinafter referred to as the Contractor shall be the agreed basis of performing the work identified herein.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the work called for Pierce County Invitation to Bid No. 7197.

The contract documents shall include, but shall not be limited to, the accepted Proposal, General and Special Conditions, Specifications, Drawings, Addenda, Bond, Contract Compliance, this Contract, and the following termination clauses:

Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

SECOND: Time for Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed by the Public Works & Utilities Department and shall be completed as specified in the bid specifications.

THIRD: In consideration of the Contracts, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the following sums:

One-Way Mileage	Bid Cost Per Ton
50-60 miles	\$ 13.37
60-70 miles	\$ 14.63
70-80 miles	\$ 15.07
80-90 miles	\$ 17.08

Pay requests shall be furnished by the Contractor on a monthly basis, for material and/or services which have been delivered to the Owner. Pay requests shall conform to bid specifications and shall be sent to: Chambers Creek Wastewater Treatment Plant, 10311 Chamber Creek Road West, University Place WA 98467. Within 30 days of receipt, the Owner will pay the Contractor for authorized materials and/or services satisfactorily delivered.

The term of this contract shall be for six months or until the County's fertilizer manufacturing facility begins operations.

The total amount allowed for this contract shall not exceed \$70,000.00.

This contract shall be construed and governed by the laws and statutes of the State of Washington.

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 51802

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of July, 2005.

CONTRACTOR:

[Signature] 6-6-05
Contractor Signature Date

PRESIDENT
Title

Company Name: GREAT WESTERN SDC

Address: CONDITIOHELS, TRC

P.O. BOX 4128

Mailing Address: TUMWATER, WA
99581

Contact Name: DANIEL CONNELL

UBI No. 6000 639211

Contractor's License: _____

Phone: 360-352-1388

Fax: 360-754-3301

PIERCE COUNTY:

Approved as to legal form only:

[Signature] 06/20/05
Prosecuting Attorney Date

Recommended:

[Signature] 7-5
Budget and Finance Date

Approved:

[Signature] 7/6/05
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

GREAT WESTERN SDC CONDITIOHELS
Name of Corporation TRC

911304969
Corporation's Employer Identification Number



Pierce County

Budget and Finance Department

PATRICK KENNEY

Director

615 South 9th Street, Suite 100
Tacoma, Washington 98405-4673
(253) 798-7450 • FAX (253) 798-6699

June 3, 2005

Great Western Soil Conditioners
P O Box 4128
Tumwater WA 98501

RE: Transport Wastewater Biosolids

Your offer to furnish Pierce County with transporting wastewater biosolids for a six month period or until Pierce County's fertilizer manufacturing facility beings operations for the prices specified in your proposal to the Public Works & Utilities Department, not including sales tax has been accepted. This contract is also subject to the terms, conditions and specifications set out in Invitation to Bid No. 7197.

Please complete the following documents and return to this office within 20 days:

- 1) Three enclosed copies of Contract Agreement form signed by an authorized representative of your company.
- 2) The enclosed Insurance Certificate consummated by you and your insurance agent, covering all terms, conditions and endorsements specified in the bid documents and listing Pierce County as an additional insured.

Until the County executes the above referenced contract, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids.

Upon execution of the contract a Notice to Proceed will be issued by the Public Works & Utilities Department.

If you have any questions regarding this award please call me at 253-798-7730. Questions regarding actual work should be directed to the ordering department.

Sincerely,

MICHAEL CLARK
Purchasing Agent

MC:jg

c: Howard Wellman, WWTP
Julie Griffin, ESB-Admin.
Debra Bridgman, Contract Compliance

Accounting • Budget
Revenue • General Services
Purchasing • Fleet



Printed on recycled paper



Pierce County

Public Works and Utilities

Environmental Services

Chambers Creek Wastewater Treatment Plant
10311 Chambers Creek Road West
University Place, Washington 98467-1040
Treatment Plant (253) 798-3013 • FAX (253) 798-3023
Collections (253) 565-3440 • FAX (253) 798-3019
Construction Management (253) 798-3044 • FAX (253) 798-3014

July 28, 2003

All Prospective bidders

Reference: Pre-bid Meeting for Bid Number 7131

After our pre-bid meeting on July 14, 2003, the Pierce County Prosecuting Attorney's Office researched the Washington State Department of Labor and Industries' decision that hauling of biosolids qualified for paying prevailing wages.

The Prosecuting Attorney's decision is **PREVAILING WAGES WILL NOT BE PAID.**

When submitting your bid, do not consider prevailing wages when calculating your costs.

Thank you for your continued interest in serving Pierce County.

A handwritten signature in cursive script that reads "Howard Wellman".

Howard Wellman
Contracting Officer



**PIERCE COUNTY
INVITATION TO BID**

NUMBER 7131

FOR

TRANSPORT WASTEWATER BIOSOLIDS

BIDS MUST BE SUBMITTED TO:

CLERK OF THE COUNCIL

930 TACOMA AVE S RM 1046

TACOMA WA 98402-2176

AND WILL BE RECEIVED UNTIL 1:00 P.M., JULY 18, 2003

AT WHICH TIME THEY WILL BE PUBLICLY OPENED

AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING

930 TACOMA AVE S, TACOMA WA

PURCHASING DEPARTMENT

615 SOUTH 9TH STREET SUITE 100

TACOMA WASHINGTON 98405-4674

ACTING FOR:

**PUBLIC WORKS & UTILITIES/
WASTEWATER TREATMENT PLANT**

JUNE 25, 2003

PIERCE COUNTY INVITATION TO BID NUMBER 7131

SAMPLE CONTRACT

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

CONTRACTOR:

PIERCE COUNTY:

Reviewed:

Contractor signature Date

Prosecuting Attorney (as to form only) Date

Title:

Budget & Finance Date

Printed Name:

Approved:

UBI No.:

Department Director Date
(if under \$250,000)

Address:

Executive (over \$250,000) Date

Mailing Address:

Contact Name:

Phone:

Fax:

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security No.

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification No.

CORPORATION:

Name of Corporation

Corporation's Employer Identification No.

PIERCE COUNTY INVITATION TO BID NUMBER 7131

SAMPLE INSURANCE CERTIFICATE

C. General Requirements of Policy(ies)

1. Pierce County is named as an additional insured as respects this contract and such insurance as is carried by the contractor is primary (over any insurance carried by Pierce County).
2. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished the County of Pierce prior to the date of nonrenewal, cancellation or change, such notice to be sent to the County Risk Manager, 955 Tacoma Ave S, Room 303, Tacoma, Washington, 98402.
3. Pierce County has no obligation to report occurrences unless a claim is filed with the County Risk Manager and Pierce County has no obligation to pay premiums.
4. The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:
The inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<u>Insurance Company(ies)</u>	<u>Policy #Effective</u>	<u>Expires</u>

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I and said company are licensed to do business in the State of Washington; that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Washington, residing at _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

SAMPLE BOND FORM

CONTRACT BOND

BOND NO. _____

PUBLIC WORKS CONTRACT BOND PIERCE COUNTY

KNOW ALL BY THESE PRESENTS, That we, _____

as Principal, and the _____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, as surety, are held and firmly bound and obligated unto PIERCE COUNTY, 615 South 9th St, Ste 100, Tacoma Washington 98405-4674 in the full and just sum of (in words) dollars (\$), plus State Sales Tax, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, Revised Code of Washington. THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the Principal entered into a certain contract with PIERCE COUNTY

dated the _____ day of _____, 20__ for

(project)

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

Signed and sealed this _____ day of _____, 20 ____.

(contractor)
Principal

By: _____

By: _____
Resident Agent

INVITATION TO BID NO. 7131 – ATTACHMENT A

SPECIFICATIONS

SECTION I. INVITATION TO BID

1.0 Introduction

The purpose of this bid is to award to an eligible Bidder a contract to provide all labor, equipment, materials, weight measurements, record keeping, and supervision necessary to transport and unload partially dewatered wastewater biosolids from Pierce County Chambers Creek Wastewater Treatment Plant to designated utilization sites. Pierce County may require an occasional back-haul.

The successful bidder shall be responsible for transporting biosolids produced by the Chambers Creek Wastewater Treatment Plant to utilization sites outside of Pierce County where it will be deposited for storage and/or utilization. Total biosolids to be hauled is approximately 15,000 wet tons per year. Pierce County may require an occasional back-haul of fill type material.

The successful bidder shall transport dewatered biosolids to various sites. There may be times when it is necessary to haul loads to a combination of two or more sites. Maps showing the site location(s) and the approved designated route(s) are shown as Appendix B to Section III. At no time will the successful bidder use any route other than the route designated by Pierce County. Any required change to the designated route(s) will be made only after prior written approval has been granted by Pierce County.

For this project, Sites 1 through 7 shall be called the “Thode Sites” (see location maps). Pierce County is obligated to supply approximately 15,000 wet tons of biosolids to these sites yearly, for two years. Site 6 can accept biosolids all 12 months of the year.

Site 8 shall be called the South Sound Soils site. Presently Pierce County is not obligated to supply any Biosolids to this site, but may occasionally send them a load of Biosolids.

The average distance from Chambers Creek Wastewater Treatment Plant to all sites is approximately 75 miles. The bid price shall reflect the cost of hauling one (1) wet ton for one (1) mile. Additional work as outlined in Section IV, Paragraph 4.2 shall reflect the cost of hauling one (1) wet ton per mile.

A list of four (4) references, showing prior biosolids hauling experience, shall be submitted in your bid packet.

Bids shall be evaluated on Contractor’s ability to perform under the contract, Contractor’s past performance hauling biosolids and price per hauling one (1) wet ton for (1) mile.

INVITATION TO BID NO. 7131 – ATTACHMENT A

SECTION II.
INSTRUCTIONS TO BIDDERS

2.0 Definitions

The terms defined in these Instructions to Bidders that are used in the Contract have the same meanings as assigned to them herein. All terms are meant to be gender neutral and those terms not defined are assumed to have their generally accepted definition.

- A. “Acceptance” shall mean the formal action by the Owner in determining that the Bidder’s work has been completed in accordance with the contract and notifying the Bidder in writing of the acceptability of the work.
- B. “Applicable Law” or “Applicable Laws” means all applicable statutes, codes, rules, requirements, regulations, laws, and ordinances of the United States, any State, the Cities, or any local governmental entity or Federal, State, or local governmental contract, that in any manner whatsoever apply to the performance of the Contractor’s obligations under this Contract.
- C. “Contract” or “Contract Documents” shall include the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, TECHNICAL SPECIFICATIONS, BASIS FOR COMPENSATION, GENERAL PROVISIONS, and any ADDENDA, or EXHIBITS, including all properly executed CHANGE ORDERS, and all other requirements incorporated by specific reference thereto.
- D. “Bid Proposal or Response” shall mean the formal response by the Bidder which must include all forms required by the Owner fully completed by Bidder.
- E. “Bidder” means the person or persons, partnership, firm or corporation submitting a bid for work specified in these Contract Documents.
- F. “Chambers Creek Treatment Plant” or “Treatment Plant” shall mean the Pierce County Public Works & Utilities Department Chambers Creek Wastewater Treatment Plant, 10311 Chambers Creek Road West, Tacoma, WA 98467.
- G. “Contractor” means the successful Bidder who enter into a formal contract with the County to perform the specified work.
- H. “Days” shall be understood to mean calendar days unless otherwise specifically stated.
- I. “Wastewater Utility Manager” shall mean the Manager of Sewer Utility, Environmental Services Division, Pierce County Public Works and Utilities Department of his designee.

INVITATION TO BID NO. 7131 – ATTACHMENT A

bid, bidder acknowledges that it has not relied upon Pierce County supplied information regarding conditions at the Treatment Plant and/or utilization sites in preparing and submitting a bid hereunder. Bidder also acknowledges that he/she is relying on his/her on examination of the Treatment Plant and/or utilization sites and access thereto; and on its own knowledge of existing facilities on and in the vicinity of the various job sites.

INVITATION TO BID NO. 7131 – ATTACHMENT A

in accordance with any requirement of the Bid Documents, it may give notice of such noncompliance to the Contractor.

Owner notification to the Contractor for deficiencies in performance will describe defects found. Within five (5) days of receiving such written notification, the Contractor must supply the Owner with a detailed written plan which indicated the time and methods needed to bring the workmanship and/or equipment within acceptable limits of the specifications. The owner may reject or accept this plan at its discretion. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the Owner under the Uniform Commercial Code or any other law allowable to it.

3.3 Loading, Transportation and Deposition

The Contractor will receive the biosolids as it is discharged from the Biosolids Disposal Building, at the Chambers Creek Treatment Plant. The Contractor shall at all times have a trailer under the biosolids loading facility to accept the biosolids whenever it is being discharged. The biosolids loading facility at the Biosolids Disposal Building consists of two pull-through lanes on either side of a center loading platform. Trucks are loaded from above by down pipes on both sides that can discharge either liquid or dewatered biosolids. Trucks may alternately be loaded with dewatered biosolids from above by an existing loading station. Trailers must be moved during loading to distribute the load. See Appendix A to Section III for details of loading facility.

Tractor-trailers used to haul biosolids for the Chambers Creek Treatment Plant shall be able to drive through the loading area, make a circle, and exit the site without having to back-up or disconnect. Since turning and maneuvering space requirements for biosolids hauling equipment will vary due to factors such as trailer length or use of double trailers, Bidders to this contract should inspect the plant site access, and the loading facility for compatibility with their equipment.

The Contractor shall haul loaded trailers from the plant site as soon as possible to prevent gas from forming in the dewatered biosolids. Gas may result in offensive odors and the expansion of the biosolids.

3.4 Equipment Required

The Contractor shall provide tractors, trailers, manpower, and all necessary appurtenances, including an on board electric weighing system, to satisfactorily accept, transport, and deposit dewatered biosolids. The Contractor shall provide for loading, transport, and deposition of biosolids on a continuous basis, 24 hours per day, throughout the contract period. This shall include the positioning of trailers at the loading facility, loading trailers, removing trailers from the loading facility, and maneuvering empty trailers about the site into the positions for loading. At the Contractor's option, the Owner's operations staff may operate the Contractor's equipment or a jockey tractor provided by the Contractor, to adjust

INVITATION TO BID NO. 7131 – ATTACHMENT A

- B. Cleaning The Contractor will be responsible for keeping his equipment as clean as possible. This requirement shall include the following.
1. Providing equipment of such design that will prevent tracking, such as protective lips on the dump box and mud flaps are removable during dumping.
 2. Cleaning of all Biosolids from vehicles before leaving dump sites. This includes outside of trailers, all lips, flaps and tires. To help in this cleaning, all trailers shall be equipped with shovels, brooms, and a water tank, sized to provide sufficient water to assist in this cleaning.
 3. Washing all trucks a minimum of once a week to remove all road dirt, at a facility provided by the Contractor, other than the Treatment Plant.
 4. Washing all trailers entirely a minimum of once per month to remove all road dirt and restore to original color and appearance, at a facility provided by the Contractor, other than the Treatment Plant.
- C. Owners Inspection Owner reserves the right to inspect all equipment utilized in performance of the contract and to prohibit the use of all pieces found to be in an unsafe or in otherwise unsatisfactory condition or performing unsatisfactory work. In the event of such prohibition by the Owner, the Contractor shall immediately remove the unsatisfactory equipment and replace it with acceptable equipment at no additional cost to the Owner. The Owner shall not be liable for damage to, or theft of, any equipment or property of the Contractor or its agents or employees at the Treatment Plant site, the designated utilization site, or at any other place.

3.6 Route of Travel

The Owner shall be responsible for selection of the route of travel from the Treatment Plant site to the utilization site(s). Contractor must obtain prior written approval from the Owner before changing the approved route(s). Route selection shall be in accordance with all applicable federal, state and local laws, limits, and restrictions. Route maps are attached as Appendix B to Section III.

3.7 Loading Measurement

The Contractor shall determine the weight to be hauled for all trailers for the purpose of loading biosolids. Tractor-trailers shall be equipped with "On Board Electronic Weighting Systems" to ensure vehicles are not overloaded. Contractor shall ensure weighing systems are calibrated at all times. Any fines levied for vehicles being overweight are the responsibility of the Contractor and shall be at no cost to the Owner. The Contractor shall install a visible measuring line to designate such weights to the satisfaction of the Owner.

INVITATION TO BID NO. 7131 – ATTACHMENT A

3.11 Scheduling of Drivers

The Contractor shall appoint a dispatcher who will maintain contact with the owner's operations staff for scheduling purposes. Constant communication may be required during high production periods. In order to schedule and provide communication with the Owner's operations staff, the Contractor's dispatcher shall plan to contact the Treatment Plant at least two times per day. The Contractor's dispatcher shall be available 24 hours per day to receive requests and changes that may develop, so that drivers can be scheduled accordingly.

3.12 Standby

Standby time shall not be paid to the Contractor.

3.13 Competence of Employees

A. General Requirements The Contractor and subcontractors shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest industry standards. The Contractor shall be responsible to the Owner for all errors, deficiencies, or failures to perform under this Contract. All workers and subcontractors shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by applicable law. The Contractor shall furnish evidence of the qualifications and licenses of its officers, employees, subcontractors and agents on the request of the Owner. The Contractor shall at all times enforce strict discipline and good order among its officers, employees, agents and all subcontractors.

B. Minimum Qualifications Contractor shall provide employees meeting the following minimum criteria:

1. Contractor shall assign a qualified person to be in charge of its Pierce County Chambers Creek Treatment Plant operations, in addition to the dispatcher. This person shall serve as contract administrator for this project and shall be available at all times to render decisions regarding contract work.
2. Contract shall assign a dispatcher to function in accordance with Section III(3.11).
3. Contractor employees shall all be competent, skilled and licensed when applicable, in the performance of this contract due to any inability by Contractor for any reason, to obtain workmen of the number and skill required may be deemed a breach of contract by this Owner.
4. Contractor shall require its employees to be courteous at all times, to not use loud or obscene language, and to do their work as quietly as possible.
5. Contractor employees shall not trespass or loiter, or meddle with property which is not associated with part of their work under the contract.

INVITATION TO BID NO. 7131 – ATTACHMENT A

Areas in the vicinity of equipment handling chlorine also require special precautions. All Contractor personnel shall be made aware of the hazardous nature of these materials and of the safety precautions to be taken in case of a system leak to the atmosphere.

C. Cleanup and Restoration

The Contractor shall be entirely responsible for the handling and transportation of the biosolids from the point loading on the trailer until delivered and properly unloaded at the utilization site. In case of any spillage or other accidental deposition of the biosolids, either at the Treatment Plant site or en route to the utilization site, the Contractor shall take immediate curative steps to abate and remove the spilled biosolids. In the event of any delay in corrective action by the Contractor, the Owner shall authorize its staff or a third party to perform the cleanup and the Contractor shall be liable for all expenses incurred by the Owner. The Contractor shall be responsible for controlling and abating any spillage, odor, insects, vermin and/or any other problems, complaints or nuisances arising from its operations. Applicable noise-level requirements shall be met or bettered by all tractors, trailers, and other equipment used by the Contractor.

The Contractor shall maintain areas covered by the contract and public properties free from accumulation of waste, debris, and spillage caused by its operations. Should Contractor not remove rubbish or debris or not clean the site as specified above, the Owner reserves the right to have the cleaning done at the expense of the Contractor.

Clean up requirement shall also apply to spills occurring during transportation to the utilization site. Contractor shall placard or otherwise identify the loaded material as non-hazardous material. Markings shall be such as to properly identify the materials in case the driver is incapacitated or otherwise unable to convey to workers as to what his load consists of so a State Hazardous Material Team will not be dispatched. Contractor shall have an Emergency Response Spill Clean-up Plan. Owner reserves the right to review the plan at any time. Contractor shall also be responsible for restoring all roadway surfaces damaged by truck operations.

3.16 Utilities

- A. Restrooms Facility The Contractor's personnel may use toilet facilities at the Treatment Plant in the Biosolids Disposal Building only.
- B. Telephone The Contractor personnel may use the telephone in the Biosolids Disposal Building, for local calls only, providing that it does not impair use of these facilities by the Owner's operations staff.
- C. Storage for Contractor Personnel The Contractor personnel may utilize a space in the Biosolids Disposal Building at the Treatment Plant to place a locker or trunk for storage. The Contractor shall coordinate the location with the Owner's operations staff.

INVITATION TO BID NO. 7131 – ATTACHMENT A

Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all entities comprising the Contractor if given to any one or more of such entities.

Any notice, request or other communication given by any one of such entities to the Owner under this contract shall be deemed to have been given by and shall bind all entities comprising the Contractor.

- C. Contractor Correspondence The Contractor shall provide the Owner with copies of all correspondence pertinent to the contract within 7 days of transmittal of the correspondence.

3.20 Owner-Contractor Relations

- A. Authority of the Owner It is agreed by the parties to this Contract that the Owner shall determine all questions in relation to the work.
- B. Immediate Notification of Conflicts It is the intent of the Section that there shall be no delay in the execution of the work, and the decision of the Owner as rendered shall be promptly observed. Differences between the Contractor and the County, arising under and by virtue of the Bid Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Wastewater Utility Manager, shall be final and conclusive.
- C. Notice of Potential Claims The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time for performance is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and time claimed to be additional.

3.21 Inspection of Contractor's Work

The Owner may utilize his staff or may appoint such inspectors as the Owner deems proper, to inspect the Contractor work. Inspectors shall have the authority to reject work which is unsatisfactory, or to reject work which does not conform to the requirements of the Bid Documents. Inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the Bid Documents.

INVITATION TO BID NO. 7131 – ATTACHMENT A

- B. Owner's Representative Unless the Owner notifies the Contractor otherwise in writing, the Owner's representative shall represent the Owner for all purposes of this Contract. All written notices properly given by the Contractor to the Owner's representative and related to the subject matter of the Contract shall bind the Owner. The Owner's representative's statements, representations, actions and commitments shall fully bind the Owner to the extent permitted by applicable law, subject to the requirement of Section III, Paragraph 3.34.
- C. Change in Representative The parties may change their respective representatives upon five days' written notice to the other party given in accordance with Section III, Paragraph 3.34.

3.24 Records, Documents and Reports

- A. Contractor Record-Keeping The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this contract. All books, records and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, shall accurately, fairly and in reasonable detail reflect all the Contractor's operations and transactions under this contract and shall be sufficient to enable those operations and transactions to be audited in accordance with generally accepted auditing standards.
- B. Record Inspection Owner, or any of its authorized personnel or any state and federal official authorized by law, shall have the right, upon twenty-four hours notice to the Contractor, to examine, inspect, audit and copy all of the Contractor's books, records and accounts that are related to this Contract. The Contractor shall fully cooperate with the Owner, the state, and the federal government in the conduct of any and all such examinations, inspections, audits and copying, of any books, records and accounts by promptly:
1. Making the books, records and accounts available to the Owner, the state, the federal government and their agents;
 2. Supplying the Owner, the state, the federal government, and their agents with any and all supporting documentation as they shall request, including without limitation any audits, auditor's notes and audit letters whether in the possession of the Contractor or any auditor or accountant retained by or on behalf of the Contractor; and
 3. Instructing and ensuring that all officers, agents (including without limitation any outside accountants or auditors retained by or on behalf of the Contractor) and employees of the Contractor are available to answer any questions concerning or to discuss any information contained or referred to in or omitted from those books, records and accounts.

INVITATION TO BID NO. 7131 – ATTACHMENT A

1. Avoidable Delays Avoidable delays in the progress or completion of the work shall include:
 - a. Delays which could have been avoided by exercise of care, prudence, foresight, and diligence on the part of the Contractor; or
 - b. Delay in the progress of other parts of the work, or in the completion of the whole work within the time specified; or
 - c. Delays arising from interruptions occurring in the progress of the work on account of the reasonable interference from other Contractors employed by the Owner, which do not necessarily prevent the completion of the whole work within the time specified.

2. Unavoidable Delays Unavoidable delays in the progress or completion of the work shall include:
 - a. All delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its subcontractors,
 - b. Delays due to normal weather conditions shall not be regarded as unavoidable as the Contractor agrees to plan its work with prudent allowances for interference by normal weather conditions.
 - c. Delays caused by acts of God, unusual storms, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes shall be considered as unavoidable delays insofar as the interfere with the Contractor completion of the work.
 - d. Shortages of materials and equipment shall be considered as unavoidable delays, providing that the Contractor can prove to the Owner that the Contractor has made all attempts to secure the material and equipment in a timely fashion.

3.27 Failure to Load Or Haul Remedy

Should the Contractor fail to provide an empty and acceptable truck or trailer under the loading hopper at all times designated by Owner, it shall be deemed failure to haul. As a result, if the Owner chooses as its sole discretion, to either discontinue the dewatering process or otherwise halt its operation, or deposits the biosolids at the Treatment Plant, the Contractor shall be liable for all damages and for such failure as follows:

- A. Damages of \$200.00 will be charged to the Contractor for each time the process must be halted. In addition, the Contractor will also be charged \$50.00 per each quarter hour the dewatering process is halted due to the Contractor failure to perform.

INVITATION TO BID NO. 7131 – ATTACHMENT A

- E. No Litigation On the date of execution of this Contract, there shall be no action, suit, proceeding, or to the best of the Contractor's knowledge no investigations, at law or in equity, before or by any court or governmental authority, commission, board, agency or municipality pending. Or to be best of the Contractor's knowledge, there is no unfavorable decision, ruling or finding, pending in any single case or in the aggregate, would materially adversely affect the performance by the contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by the Contractor in connection with the performance of the services contemplated under this contract, or which would have a material adverse effect on the financial condition of the Contractor or any surety guaranteeing Contractor's performance under this Contract, which has not been waived by the Owner in writing.
- F. Financial Condition There has been no material adverse change in the Contractor's financial condition since the date of the bid response submitted by the Contractor to the Owner in response to the Owner's request for bid.
- G. Independent Examination The Contractor has examined carefully and acquainted itself with the Contract Documents and the necessary facilities, and has made and shall make its own deductions and conclusions as to any and all problems that may arise from the provision of service and accepts full legal responsibility and liability for those deductions and conclusions.

3.29 Release of Liens or Claims

The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. Before the Owner pays the Contractor its final payment for the work, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured.

If evidence is not furnished or is not satisfactory, an amount shall be retained from monies due the Contractor which, in addition to any to any other sums that may be retained, are sufficient in the Owner's opinion to meet all liens or claims. Such sum or sums shall be retained until the liens or claims are fully discharged or satisfactorily secured. If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall pay in discharging such a lien or claim, including all costs and attorney's fees.

3.30 Successors and Assignment

The Owner executes this Contract with the Contractor as a qualified party to accomplish the scope of work set forth herein, the Contractor's delegation of any Contract duties shall require the prior written consent of the Owner. Any delegation of duties shall not relieve the Contractor or Surety of any liability and/or obligation to perform.

INVITATION TO BID NO. 7131 – ATTACHMENT A

3.34 Amendments and Modifications

The Contractor shall modify the work whenever so ordered by the Owner, and such modifications shall not affect the validity of the Contract. Modifications may involve increases or decreases in the amount of work for which appropriate Contract price adjustment will be made.

Except for minor changes or adjustments which involve no Contract price adjustment, all modifications shall be made under the authority of duly executed amendments or change orders issued and signed by the Owner and accepted and signed by the Contractor.

3.35 Severability

In the event that any provision of this contract shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith to amend, modify and/or supplement this contract to the maximum extent practicable in light of such determination, to implement to give effect to the intentions of the parties as reflected herein, and the other provisions of this contract, as so amended, modified, supplemented or otherwise affected by that action, shall remain in full force and effect.

INVITATION TO BID NO. 7131 – ATTACHMENT A

The Contractor shall maintain a Biosolids Hauling Log for the Owner, according to the format shown in the Section IV, Appendix C. The Contractor shall complete the log as each load of biosolids is hauled from the Treatment Plant. The Contractor shall submit the Biosolids Hauling Log for the appropriate period, with a completed tabulation of the wet tons of biosolids hauled.

The Contractor shall submit a request for pay once each month. Request shall include completed forms at Appendix A, B and C.

The Contractor shall not be entitled to any additional compensation unless the quantities hauled increase by more than 150 percent or decreases by more than 50 percent than stated in the Invitation to bid. The Contractor may request, with appropriate documentation of costs, a renegotiation of the unit price for the work if the above conditions are met.

4.2 Additional Work

- A. Payment for Additional Work or Services All requests for payment for services or work under this Contract in addition to the services or work described in the Contract shall be made only under the conditions and procedures of this Section. For purposes of this section, the term "additional work" means work that it is in addition to the work described in Section III attached hereto or work required to be performed under an amendment to the Contract, but does not include any work required to comply with any change in law or permit conditions. Nothing in this section is intended to negate or lessen any other precondition or procedure for payment or reimbursement provide in this Contract.
- B. Owner Requests for Additional Work or Services The Owner shall submit to the contractor a written request to perform any work or services additional to those performed under this Contract. Within twenty one days of the Owner's request, the Contractor shall submit an itemized proposal stating the Contractor's estimated costs for performing the additional work or services, a schedule and the impact the performance of that additional work or services will have on the Contractor's performance under this Contract. Unless otherwise approved by the Owner in writing, in the event of any emergency or any other reason, the Contractor's proposal shall be based on the least costly method for performing the additional work or services.

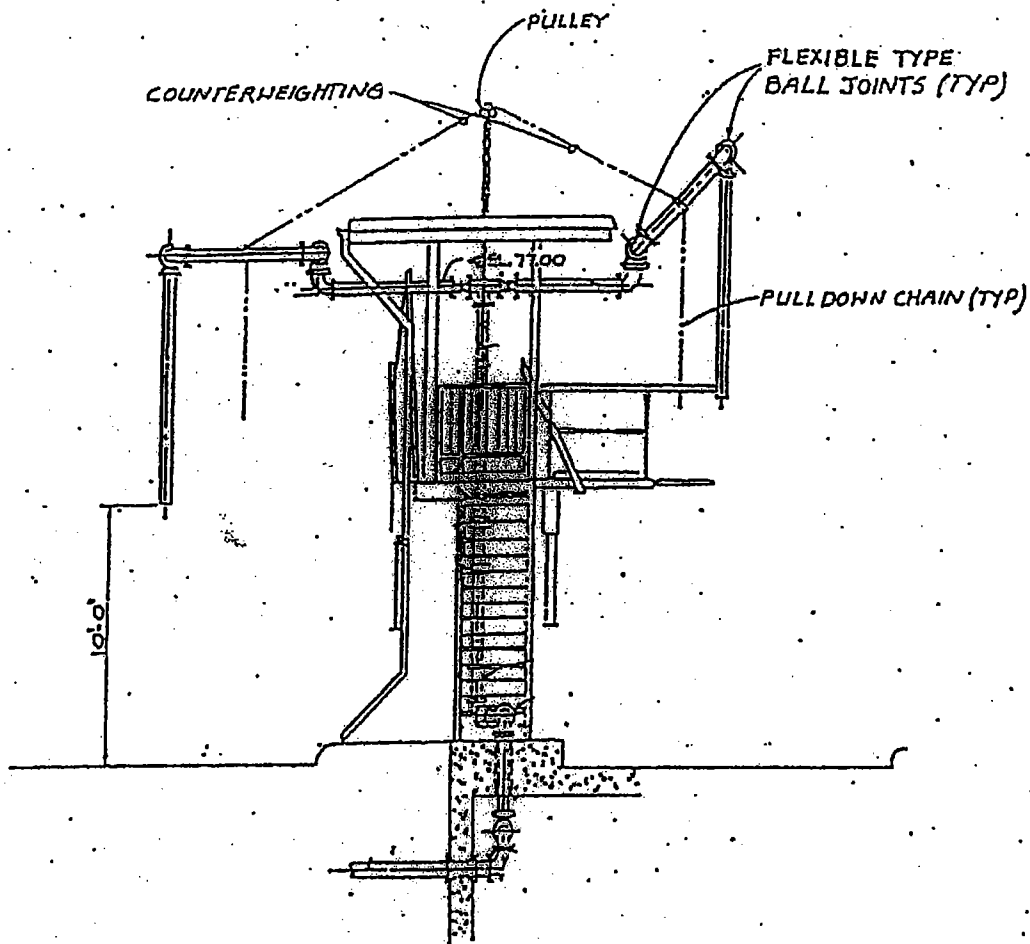
4.3 Work and Materials Omitted

The Contractor shall, when ordered in writing by the Owner, omit work and material to be furnished under the contract, and the value of the omitted work and material will be deducted from the contract price. The value of the omitted work and material will be a lump sum or unit price agreed upon in writing by the Contractor and Owner.

APPENDIX A

SECTION III

DIAGRAM OF SLUDGE LOADING FACILITY



INVITATION TO BID NO. 7131 – ATTACHMENT A

APPENDIX B
SECTION III

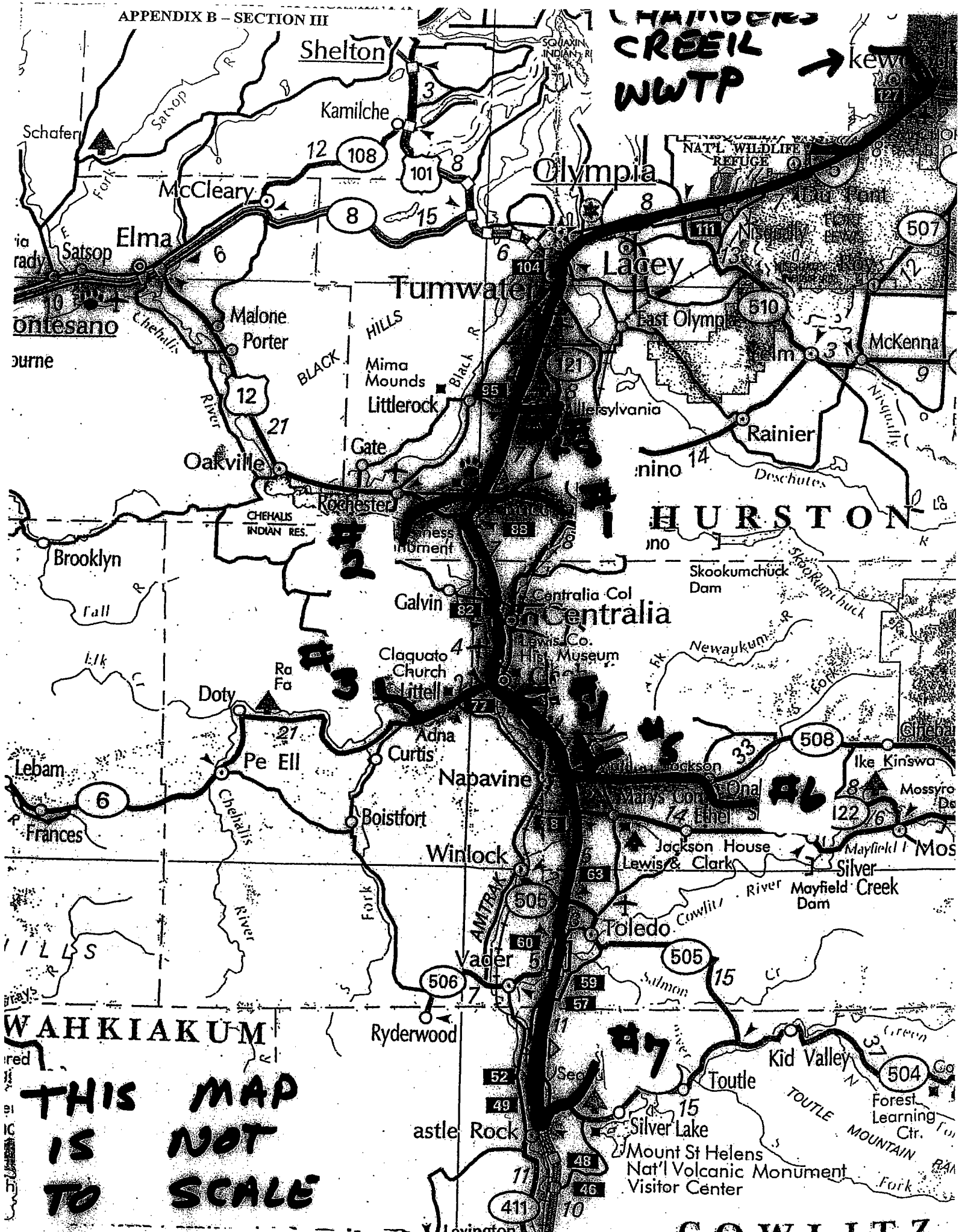
This appendix consists of 10 pages, including this cover sheet.

There is one (1) map showing Chambers Creek Wastewater Treatment Plant and the eight (8) hauling sites, along with descriptive instructions to the same. It should be noted that the map is not to scale and the prospective bidder should verify each recorded distance and location.

All approved hauling routes start at the Chambers Creek Wastewater Treatment Plant.

1. Proceed up the Chambers Creek Road Hill.
2. Turn right at stop sign. Proceed to traffic light.
3. Turn right at traffic light. Proceed on Bridgeport Way to I-5.
4. Enter I-5 southbound. Proceed southbound on I-5, following directions to each delivery site.

CHAMBERS CREEK WWTP →



THIS MAP IS NOT TO SCALE

INVITATION TO BID NO. 7131 – ATTACHMENT A

**Directions for delivery of Biosolids
To Site #1**

1. South bound on I-5, take Exit 86.
2. Turn right on Harrison. Proceed west for 3 blocks.
3. Turn right on Johnson Street. Proceed north to end of street.
4. Turn right on Reynolds Avenue. Proceed east for 1 mile.
5. Turn left on N. Tower Avenue (becomes State Route 507). Proceed north for 1-3/4 miles.
6. Turn right on Big Hanaford Road. Proceed east for 1.1 miles.
7. Big Hanaford Unit on left just past trailer park.

INVITATION TO BID NO. 7131 – ATTACHMENT A

**Directions for delivery of Biosolids
To Site #3**

1. South bound on I-5, take Exit 77.
2. Turn left on State Route 508. Proceed for 5 miles.
3. Turn right on Bunker Creek Road (through Adna) Proceed for 2-1/2 miles.
4. Bunker Creek Unit on left

INVITATION TO BID NO. 7131 – ATTACHMENT A

**Directions for delivery of Biosolids
To Site #5**

1. South bound on I-5, take Exit 71.
2. Turn left on State Route 508. Proceed for 1 mile.
3. Newaukum Prairie Unit on left.

INVITATION TO BID NO. 7131 – ATTACHMENT A

**Directions for delivery of Biosolids
To Site #7**

1. South bound on I-5, take Exit 49
2. Turn left on State Route 504 (Sprit Lake Highway). Proceed east for 6 miles.
3. Turn left on George Taylor Road. Proceed north for 3 miles.
4. Turn left on Weyerhaeuser Road #700 (just before end of county road) Proceed west for 3 miles.
5. Toutle River Unit on left.

APPENDIX A

SECTION IV

BIOSOLIDS HAUL DELIVERY TICKET

N^o 5889

DEPARTURE

Date May 9, 98

Facility C.C.W.T.P.

Time 0

Trailer No. 7.97, T.99

Tractor No. 123

LOADING

Date/Time Weighed Full _____

Full Weight (lbs.) 117600

Date/Time Weighed Empty _____

Empty Weight (lbs.) 45200

Net Weight (lbs.) 62400

Net Weight (tons) 31.11

DELIVERY

Deposition Site Tab 7 Areas

Location at Site Charlie Park, W.P.

Driver's Name Timothy Lewis

Driver's Signature Timothy Lewis

Attach Certified Weigh Tickets

Original - Pay Request; Copies - Plant, Deposition Site, Hauler
FORM 006

APPENDIX B

SECTION IV

(COSDEN OIL CO., INC.)
DBA RESTOVER TRUCK STOP
2729 93rd Ave., S.W., Olympia, WA 98512
Exit "99" - 7 miles south of Olympia on Interstate 5 at 93rd Avenue

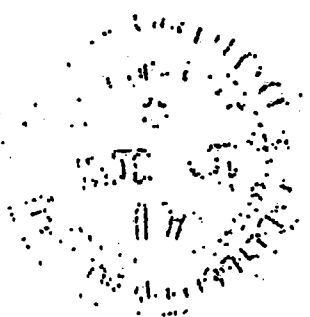
FEE <u>7.00</u>	CASH	CHARGE	CREDIT CARD
-----------------	------	--------	-------------

DATE 5-9-98 NAME O'Neill & Son
ADDRESS _____
SHIPPER _____
TRUCK 123
C.C., C.B., C.M. PLATE NO. _____
COMMODITY _____
DRIVER ON OFF
WEIGHMASTERS CERTIFICATE OF WEIGHT AND MEASURE
NOTE: THIS TICKET MUST BE IMPRESSED WITH THE WEIGHMASTERS SEAL AND ANY ERASURES OR ALTERATIONS OF WEIGHTS WILL VOID THE AUTHENTICATION OF THIS SEAL.
WEIGHER SIGNATURE Louise Johnston
WASHINGTON STATE SEAL NO. 17
DRIVER'S SIGNATURE James O'Neill

№ 90709

5-09-98 65020 1b

5-09-98 42580 1b



GENERAL PROVISIONS

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out County Bid Forms

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

1.3 BLANK

1.4 BID SECURITY (When specifically required by the Invitation to Bid)

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashier's check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows: "5% of the total amount of the accompanying proposal."

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

1.4.5 CONTRACT BOND

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

- (a) Be on a Pierce County-furnished form,
- (b) Be signed by an approved surety (or sureties) that:
 - (1) Is registered with the Washington State Insurance Commissioner, and
 - (2) Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- (c) Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time,
- (d) Guarantee that the surety shall indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure.

- (1) Of the Contractor (or any employees, subcontractors, or agents of the Contractor) to faithfully perform the contract, or
 - (2) Of the Contractor (or subcontractors or agents of the Contractor) to pay all laborers, mechanics, subcontractors, agents, materialmen, or any other person who provides supplies or provisions for carrying out the work.
- (e) Be subject to the approval by the Pierce County Risk Manager.

The surety shall have a Best Guide Rating of B+ or better. Pierce County may require sureties or surety companies on the contract bond to appear and qualify themselves. Whenever the County deems the surety or sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Teletype bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, teletype proposals shall not be sent to the County's teletype machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.6 CONTRACTOR'S STATE REGISTRATION NO.

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

1.7 BID IS NONCOLLUSIVE

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

1.8 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

1.9 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

1.11.1 TAXES - CONSTRUCTION OR REPAIRS TO ROADS AND/OR RIGHT-OF-WAYS

Construction of or repairs to roads or right-of-ways owned by the County is public road construction. For prime contractors and subcontractors alike, income from such contracts is subject to business and occupation tax under the Public Road Construction classification. A prime contractor or subcontractor performing a public road construction project shall not collect retail sales tax on the final contract price. The prime contractor or subcontractor is however, considered the consumer of all materials installed or consumed in the project and must pay retail sales or use tax on all materials used to perform the contract. Use tax also applies to any materials or equipment provided to a contractor (for example, the value of gravel pulled from a county gravel pit). The retail sales or use tax paid by the contractor shall be incorporated into the contract (bid) price as part of the costs, in the same manner as overhead, employee wages and profit.

1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders mailing list.

1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

2. CONTRACT REQUIREMENTS

2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

*Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Purchasing Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Purchasing

Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County."

Total contract period not to exceed 5 years.

2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

2.4 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection. The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.6 GUARANTEE

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a

manufacturer's guarantee.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. 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. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling

Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Vendor agrees to defend, indemnify and save harmless the County, its appointed and elective officers 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 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 of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Vendor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Vendor. This waiver is mutually negotiated by the parties to this agreement.

2.13. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he/she has obtained all insurance required under these General Provisions, and evidence of such insurance has been approved by Pierce County.

A. Insurance Required

1) **Compensation Insurance.** The contractor shall comply with the Workmen's Compensation Act of the State of Washington and the United States Longshoremen's and Harborworkers' Compensation Act during the life of this contract, and in case any work is sublet, the contractor shall require any and all subcontractors to comply with said acts.

2) **Liability Insurance.** The contractor shall procure and maintain during the life of this contract Commercial General Liability insurance, with an insurance carrier licensed to do business in the State of Washington, which includes but is not limited to operations of contractor, with limits of not less than:

Coverages	Limits of Liability
Commercial General Liability Insurance	
1. Bodily injury Liability	\$500,000 each occurrence \$500,000 aggregate

2. Property Damage Liability
\$250,000 each occurrence
\$250,000 aggregate

Commercial Automobile Liability Insurance

3. Bodily Injury Liability \$500,000 each person
\$500,000 each occurrence

4. Property Damage Liability \$250,000 each occurrence
or combined single limit coverage \$500,000

The following coverages shall be included in both Primary and Excess Liability contracts:

- 1. Broad form Property Damage Coverage yes no
- 2. Blanket Broad Form Contractual yes no
- 3. Stop-Gap Employer's Contingent Liability yes no
- 4. Underground Damage, Collapse and Blasting or explosion yes no
- 5. Contractor's Protective yes no
- 6. Personal Injury Liability (Libel, Slander, Defamation) yes no
- 7. Products and Completed Operations yes no
- 8. Non-owned and Hired Car Coverage yes no
- 9. _____ yes no
- 10. _____ yes no

The contractor's insurance policies shall also contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

Pierce County shall be named as an additional insured as respects this contract, and such insurance as is carried by the contractor shall be primary (over any insurance carried by Pierce County). The contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

3. **Property Insurance.** The contractor shall effect and maintain insurance as stated below naming Pierce County as an additional assured upon the entire work done at any time under this contract to 100% of insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as a part of the permanent structure. Any loss shall be payable to the contractor and Pierce County as their interests may appear at the time of such loss.

Type of Insurance

- 1. All Risk Builders Risk yes no
- 2. Installation Floater yes no
- 3. _____ yes no
- 4. _____ yes no

Pierce County shall not be obligated to notify the insurance company(ies) if all or part of the building or structure is occupied by Pierce County.

B. General Requirements

- 1. Contractor agrees to assume the risk of loss or damage regardless of cause, whether or not insured, until the job is accepted by the County Executive or his designee.
- 2. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
- 3. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, Room 736 County City Building, Tacoma, WA 98402.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

EXHIBIT "C"
CONTRACT COMPLIANCE for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
Revised 5/01

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2401 South 35th, Room #150, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98405. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor shall submit with proposal, each Subcontractor shall submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

2.14 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.15 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.16 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

2.17 DISPUTES

A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.18 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

2.19 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.20 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.21 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.22 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

Taxes
Guarantee
Pierce County's Right to Terminate Contract
Venue and Choice of Law
Hold Harmless & Indemnity Agreement
Waiver
Future Non-Allocation of Funds

2.23 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

gpsupbon.doc rev 11/14/02

ADDENDUM NO. 3
BID NO. 7131
TRANSPORT WASTEWATER BIOSOLIDS

Addendum Date: July 25, 2003

BIDS DUE AT 1:00 PM, AUGUST 1, 2003

Please be advised that the following changes have been made on the above referenced bid:

Note: Addendum No. 3 replaces Addendum No. 2 in its entirety.

Add the following: Attachment A, Section I, Paragraph 1.4, which reads as follows:

The fuel cost makes up 10% of the cost per wet ton and will be adjusted quarterly using the data found on the web site for Department of Energy, Energy Information Administration, 1000 Independence Avenue SW, Washington, DC 20585. Web site is located at <http://tonto.cia.doe.gov/>. The chart for Retail On-Highway Diesel Prices will be used, along with the column marked West Coast. The first fuel adjustment will be January 1, 2004. The base line shall be the fuel rate for July 28, 2003.

Historical data shows the average haul distance is 75 miles. For the purpose of this calculation, the rate to haul 1 wet ton of biosolids from 70-80 miles will be used.

The fuel calculation shall be made by taking the % change in the average quarterly fuel price for the previous quarter times 10% of the 70-80 mile bid price. Prices shall be adjusted for all increases and decreases.

The contractor may request a cost of living increase for the remaining 90% of bid price annually. The first cost of living adjustment may be requested for January 1, 2005. The request shall be calculated by multiplying 80% of the annual percent change to "All Items" category of the Seattle-Tacoma Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (Series ID: CWURA423SA0) for July of the prior year. Example is Cost Of Living Increase for Jan 2005 would be based on 80% of CPI for July 2004.

Add the following to Attachment A, Section III, Paragraph 3.3

Vehicles will be allowed to back-up in the loading area, providing they are properly equipped to OSHA approved back-up alarm with a minimum sound level of 97 decibels \pm 4 @ 4 feet.

Thank you for your continued interest in serving Pierce County.

Michael Clark
 Michael Clark
 Purchasing Agent

PLEASE INDICATE YOUR RECEIPT OF THIS ADDENDUM BY INITIALING AND RETURNING THIS PAGE WITH YOUR BID DOCUMENTS. BIDDERS WHO HAVE NOT INDICATED THEIR RECEIPT OF THIS DOCUMENT MAY BE CONSIDERED NON-RESPONSIVE.

 Signature

 Company Name

ADDENDUM NO. 2
BID NO. 7131
TRANSPORT WASTEWATER BIOSOLIDS

Addendum Date: July 25, 2003

BIDS DUE AT 1:00 PM, AUGUST 1, 2003

Please be advised that the following changes have been made on the above referenced bid:

Add the following: Attachment A, Section I, Paragraph 1.4, which reads as follows:

The fuel cost makes up 10% of the cost per wet ton and will be adjusted quarterly using the data found on the web site for Department of Energy, Energy Information Administration, 1000 Independence Avenue SW, Washington, DC 20585. Web site is located at <http://onto.eia.doe.gov/>. The chart for Retail On-Highway Diesel Prices will be used, along with the column marked West Coast. The first fuel adjustment will be January 1, 2004. The base line shall be the fuel rate for July 28, 2003.

Historical data shows the average haul distance is 75 miles. For the purpose of this calculation, the rate to haul 1 wet ton of biosolids from 70-80 miles will be used.

The fuel calculation shall be made by taking the % change in the quarterly fuel price times 10% of the 70-80 mile bid price. Prices shall be adjusted for all increases and decreases.

The contractor may request a cost of living increase for the remaining 90% of bid price annually. The first cost of living adjustment may be requested for January 1, 2005. The request shall be calculated by multiplying 80% of the annual percent change to "All Items" category of the Seattle-Tacoma Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (Series ID: CWURA423SA9) for July of the prior year. Example is Cost Of Living Increase for Jan 2005 would be based on 80% of CPI for July 2004.

Add the following to Attachment A, Section III, Paragraph 3.3

Vehicles will be allowed to back-up in the loading area, providing they are properly equipped to OSHA approved back-up alarm with a minimum sound level of 97 decibels \pm 4 @ 4 feet.

Thank you for your continued interest in serving Pierce County.

Michael Clark
 Michael Clark
 Purchasing Agent

PLEASE INDICATE YOUR RECEIPT OF THIS ADDENDUM BY INITIALING AND RETURNING THIS PAGE WITH YOUR BID DOCUMENTS. BIDDERS WHO HAVE NOT INDICATED THEIR RECEIPT OF THIS DOCUMENT MAY BE CONSIDERED NON-RESPONSIVE.

 Signature

 Company Name



Pierce County

Budget and Finance Department

PATRICK KENNEY
Director

615 South 9th Street, Suite 100
Tacoma, Washington 98405-4673
(253) 798-7450 • FAX (253) 798-6699

**ADDENDUM NO. 1
BID NO. 7131**

Addendum Date: July 15, 2003

BIDS DUE AT 1:00 P.M, JULY 18, 2003

Please be advised that the following changes have been made on the above referenced bid:

All references stating that "Bids must be submitted to Clerk of the Council, 930 Tacoma Ave S. Room 1046, Tacoma, WA 98402-2176 and will be received until 1:00 P.M., July 18, 2003" is changed to read "Will be received until 1:00 P.M., on Friday, August 1, 2003".

Thank you for your continued interest in serving Pierce County.

Michael Clark

Michael Clark
Purchasing Agent

PLEASE INDICATE YOUR RECEIPT OF THIS ADDENDUM BY INITIALING AND RETURNING THIS PAGE WITH YOUR BID DOCUMENTS. BIDDERS WHO HAVE NOT INDICATED THEIR RECEIPT OF THIS DOCUMENT MAY BE CONSIDERED NON-RESPONSIVE.

Signature

Company Name

Accounting • Budget
Revenue • General Services
Purchasing • Fleet



Printed on recycled paper