

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION

1. Contractor DAVIS JAILSON COUNTY PUBLIC SERVICE
2. Purpose INTERLOCAL PURCHASING AGREEMENT (30.34)
3. Contract Amount N/A Receive Disburse
4. Contract Term ON GOING (NON-BINDING AGREEMENT)
5. Contract Administrator Bill Perrin Phone 4401
Approved: W Nozle Date 2/9/00
Department Head

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number KC-087-00 DE.
2. Fund/Organization Name _____
3. Payment from or Revenue to Organization/Account Number _____
4. Encumbered by _____ Date _____

C. AUDITOR'S ACCOUNTING - GRANTS REVIEW

(No signature required if not grant funded.)
1. Approve Not Approve
Reviewer _____ Date _____
2. Comments: N/A

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. Approve Not Approve
Reviewer Ernie Ryzey Date 2/11/00
2. Comments: IF

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required Yes No
2. Public Works Project Yes No
3. County Resolutions Compliance Yes No N/A
4. Approve Not Approve
Reviewer L. M. Howell Date 2-10-00
5. Comments: See me first

F. CERTIFICATION BY CONTRACT ADMINISTRATOR, THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.

Contract Administrator [Signature] Date 2/16/2000
Date Approved by County Commissioners 2/23/00

RETURN SIGNED ORIGINALS TO: Ernie Ryzey - 4410
4634

**KITSAP COUNTY
ADMINISTRATIVE SERVICES
614 Division Street MS-7
Port Orchard, WA 98366
(360) 337-7150**

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
KC-087-00**

THIS AGREEMENT is between Grays Harbor County, a municipal corporation, and Kitsap County, a municipal corporation, all in the State of Washington.

WITNESSETH:

WHEREAS, The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies;
2. **ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provision of this agreement.
3. **SCOPE.** This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. **DURATION OF AGREEMENT - TERMINATION.** This agreement shall remain in force until cancelled by either party in writing.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED.** Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **COMPLIANCE WITH LEGAL REOUIREMENTS.** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

COOPERATIVE PURCHASING AGREEMENT

7. **FINANCING.** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. **FILING.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. **INTERLOCAL COOPERATION DISCLOSURE.** Each party may insert in its solicitations for goods a provision disclosing that other authorized government agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. **NON-DELEGATION/NON-ASSIGNMENT.** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

II. **HOLD HARMLESS.** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

12. **SEVERABILITY.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

IN WITNESS WHEREOF, this agreement is signed by the parties this 28th day of FEBRUARY, 2000.

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON**

Dick Dixon
Chair
Bob Beechman
Commissioner

Commissioner

ATTEST:
Sandra Daniels
Clerk of the Board

Approved/Recommended:
[Signature]
Director of Public Services

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Tim Botkin
Tim Botkin, Chair
Chris Endresen
Chris Endresen, Commissioner
Charlotte Garrido
Charlotte Garrido, Commissioner

ATTEST:
Holly Anderson
Holly Anderson
CLERK OF THE BOARD

Approved as to Form:
Kevin M. Howell
Deputy Prosecuting Attorney

**TWO OR MORE, DOUBLE DRUM, ARTICULATED, VIBRATORY
COMPACTORS, WITH TWO OR MORE ADEQUATE TRAILERS TO
PROVIDE TRANSPORTATION FOR AFOREMENTIONED COMPACTORS.**

GENERAL:

- IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE THE DOUBLE-DRUM, ARTICULATED, VIBRATORY, COMPACTORS, AND THE TRAILERS, IN SUFFICIENT DETAIL, AS TO SECURE BIDS ON COMPARABLE EQUIPMENT. ALL PARTS NOT SPECIFICALLY MENTIONED, WHICH ARE NECESSARY TO PROVIDE COMPLETE COMPACTORS, AND TRAILERS, SHALL BE INCLUDED IN THE BID, AND CONFORM IN STRENGTH AND QUALITY OF MATERIAL AND WORKMANSHIP, WHICH IS USUALLY SUPPLIED BY THE TRADE IN GENERAL.

BIDDERS SHALL HAVE ADEQUATE SERVICE DEPARTMENT, WITH PARTS, SERVICE, AND SALES REPRESENTATION IN THE FIELD, TO COMPLEMENT THE PRODUCT BEING BID, AND BE LOCATED WITHIN A 100 MILE RADIUS OF THE GRAYS HARBOR COUNTY MAINTENANCE FACILITY, MONTESANO, WASHINGTON.

- COOPERATIVE PURCHASES: 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.

3. FEATURES: COMPACTORS

COMPACTORS SHALL BE LATEST YEAR, MODEL, AND BE OF EQUAL WEIGHT, TYPE, AND BRAND, AND BE NEW

	MEETS	EXCEEDS	DEVIATES
1. SHALL HAVE A WORKING WEIGHT OF NOT LESS THAN 8500 LBS. OR MORE THAN 13000 LBS.	✓		
2. DRUM WIDTHS SHALL NOT BE LESS THAN 42 INCHES		51 INCHES ✓	
3. COMPACTORS SHALL HAVE ARTICULATING FRAME, WITH SINGLE PIECE HITCH, AND 35 DEGREE (PLUS OR MINUS) ARTICULATION.	✓		
4. ENGINES SHALL BE 4 CYCLE, LIQUID COOLED, DIRECT INJECTED, DIESEL, WITH NOT LESS THAN 30 NET HORSE POWER, AT 2200 TO 2400 R.P.M. ENGINES MAY BE NATURALLY ASPIRATED OR TURBO CHARGED, AT BIDDERS DISCRETION. (HORSE POWER AND TORQUE SHALL BE INCREASED AS GROSS WORKING WEIGHT OF COMPACTOR IS INCREASED)		39± 2% @ 2800 RPM ✓	
5. EXHAUST SYSTEM SHALL HAVE SPARK ARRESTOR MUFFLER			✓ NOT AVAILABLE

	MEETS	EXCEEDS	DEVIATES
6. STEERING SHALL BE HYDRAULICALLY POWERED, ARTICULATING, CENTER POINT, WITH DUAL ACTING CYLINDER (S) SEPARATE STEERING PUMP, SERVO TYPE VALVING, AND PRESSURE RELIEF VALVE TO PROVIDE OVERLOAD PROTECTION.	✓		
7. DRUM THICKNESS SHALL NOT BE LESS THAN 625 THOUSANDS OF AN INCH.			✓ .05
8. DRUM EDGES AT GROUND CONTACT SHALL BE VISIBLE AT EITHER SIDE WITHOUT DISCOMFORT TO OPERATOR.	✓		
9. FRONT AND REAR DRUMS SHALL BE HYDROSTATIC DRIVEN, WITH HYDRAULIC MOTORS COUPLED DIRECTLY TO PLANETARY GEAR REDUCTION FINAL DRIVES. A CLOSED LOOP SYSTEM, WITH SINGLE LEVER CONTROL, OF BOTH DIRECTION, AND SPEED, AND BE INDEPENDENT OF VIBRATORY SYSTEM, WITH MINIMUM 35 % FIELD GRADEABILITY, WILL BE SUPPLIED.	✓		
10. ROLL-OVER PROTECTIVE STRUCTURES, (ROPS) WITH OPERATOR SUN/RAIN PROTECTION, IF PROVIDED, AS PER GOVERNMENTAL STANDARDS, WILL BE INSTALLED ON COMPACTORS.	✓		
11. CURB CLEARANCE SHALL NOT BE LESS THAN 15 INCHES.		23"	✓
12. VIBRATORY SYSTEM SHALL CONSIST OF A VARIABLE DISPLACEMENT HYDRAULIC PUMP DRIVING A FIXED DISPLACEMENT HYDRAULIC MOTOR DIRECTLY COUPLED TO AN IN-THE-DRUM ECCENTRIC SHAFT TYPE VIBRATOR, IN EACH DRUM, AND, HAVE AUTOMATIC START UP AND SHUT OFF SYSTEM, WITH MANUAL OVERRIDE, AND BE ABLE TO ISOLATE FRONT DRUM FOR INDEPENDENT VIBRATION. A VARIABLE RATE OF VIBRATION IS HIGHLY DESIRABLE. VIBRATION SYSTEMS SHALL BE ISOLATED TO DRUMS. WITH RESILIENT, REPLACEABLE SUPPORTS THAT ISOLATE VIBRATION AT LEAST 90%, UNDER NORMAL OPERATING CONDITIONS. BEARINGS SHALL BE HEAVY DUTY, ANTI-FRICTION, OIL BATH LUBED, WITH SIGHT GLASSES PROVIDED, TO CHECK OIL LEVELS.			✓

SEE B10 INFORMATION

	MEETS	EXCEEDS	DEVIATES
13. ECCENTRIC WEIGHT SYSTEM THAT IS OIL BATH LUBED AND SEALED FROM WEIGHT SYSTEM BEARINGS IS HIGHLY DESIRABLE	✓		
14. A 12 VOLT ELECTRICAL SYSTEM, WITH MINIMUM 45 AMP, OUTPUT ALTERNATOR. (ALTERNATOR OUTPUT WILL INCREASE AS ELECTRICAL SYSTEM NEEDS DICTATE) AND, A 1 OR 2 BATTERY SYSTEM AS NEEDED, TO PROVIDE STARTING CAPABILITY, AND A NEUTRAL SAFETY SWITCH, WILL BE PROVIDED.		55 Amp ✓	
15. BRAKE SYSTEM: A CLOSED-LOOP HYDROSTATIC SYSTEM WILL PROVIDE BRAKING ACTION DURING MACHINE OPERATION. A SPRING APPLIED, HYDRAULICALLY RELEASED PARKING BRAKE SYSTEM THAT IS OPERATOR ACTIVATED, OR ACTIVATED WHEN ENGINE IS SHUT OFF, WILL BE PROVIDED.	✓		
16. THE DRUM SPRAY SYSTEM WILL BE MADE OF CORROSION RESISTANT MATERIALS, WITH ELECTRIC PUMP(S), SWITCHED TO PROVIDE EITHER CONTINUOUS OR INTERMITTENT SPRAY. (INTERMITTENT SPRAY TIME ADJUSTMENT IS DESIRABLE). WATER HOLDING TANK(S), WITH DRAINS, SHALL BE MADE OF REINFORCED POLYETHYLENE, AND PROVIDE A MINIMUM OF 50 GAL. CAPACITY. FILTER SCREEN(S) WILL BE PROVIDED AT FILL POINT(S), ALSO A FILTER AT THE WATER PUMP(S), WILL BE PROVIDED. FAN TYPE SPRAY NOZZLES THAT ARE EASILY REMOVED, WILL ALSO BE PROVIDED.		79 GALLON ✓	
17. TWO NON-METALLIC, FLEXIBLE, SPRING APPLIED DRUM SCRAPING DEVICES, AND, ONE, SPRING APPLIED, WATER DISPENSING MAT, EACH WITH LOCK IN RAISED POSITION FEATURES, WHEN NOT IN USE, SHALL BE MOUNTED TO THE FRAME STRUCTURE, OR YOKE, ATTACHED TO EITHER DRUM.	✓		
18. A SEAT SWITCH THAT ONLY ALLOWS THE COMPACTOR TO BE OPERATED WITH THE OPERATOR SEATED, WILL BE PROVIDED			NOT AVAILABLE ✓
19. HYDRAULIC RESERVOIR SHALL HAVE A MINIMUM CAPACITY NOT LESS THAN 7 GALS., AND WILL BE COMMON TO THE VIBRATING SYSTEM AND PROPULSION SYSTEM, AND SHALL BE EQUIPPED WITH A FULL FLOW, SUCTION LINE OIL FILTER OF AT LEAST 10 MICRONS FILTRATION AND HAVE A SERVICE AND/OR RESTRICTION INDICATOR.		9.3 GALLON ✓	

	MEETS	EXCEEDS <i>STAYS</i>	DEVIATES
20. ALL CONTROLS AND GAUGES SHALL BE GROUPED TO PROMOTE SAFETY AND EASE OF OPERATION.		<input checked="" type="checkbox"/>	
21. INSTRUMENTATION, LIGHTING, AND SWITCHES; HOUR METER, ENGINE OIL PRESSURE, ENGINE TEMPERATURE, ENGINE TACHOMETER, BATTERY CONDITION, FUEL LEVEL, HYDRAULIC OIL TEMPERATURE, INDICATING SYSTEM. (EITHER INDICATING LIGHTS AND /OR GAUGES), A METHOD TO DETERMINE HYDRAULIC OIL TANK FILL LEVEL, AND WATER TANK(S) FILL LEVEL, (EITHER SIGHT GLASS AND/OR GAUGE) WILL BE PROVIDED. ALSO FRONT AND REAR WORK LIGHTS WITH FRONT AND REAR INDEPENDENT SWITCHING; FRONT AND REAR TURN SIGNALS AND HAZARD WARNING LIGHTS, WITH INDICATING TURN SIGNAL/ HAZARD WARNING SWITCH WILL BE PROVIDED. HEAD LIGHTS AND TAILLIGHTS, AND A 360 DEGREE BEACON (EITHER STROBE OR ROTATING BEACON) WARNING LIGHT WILL BE PROVIDED. A AUTOMATIC BACKUP ALARM WILL BE PROVIDED. A CONTINUOUS/INTERMITTENT DRUM SPRAY SWITCH, A HEAD AND TAIL LIGHT SWITCH, A PARKING BRAKE SWITCH, WITH INDICATOR LIGHT (LIGHT INDICATES APPLIED), A VIBRATORY SYSTEM (WITH VARIOUS SPEEDS, INDICATED, IF SO PROVIDED) ON/OFF (VARIOUS SPEED) SWITCH, A ENGINE ON/OFF/START/ ACCESSORIES SWITCH, A STROBE/BEACON LIGHT SWITCH, WILL BE PROVIDED. LOCKABLE VANDAL PROTECTION ON INSTRUMENTATION, AND SWITCHES, WILL BE PROVIDED.			<input checked="" type="checkbox"/>
22. PAINT: PAINT AND COLOR SHALL BE OF THE NORMAL COLOR AND QUALITY AS THAT NORMALLY OFFERED BY THE BIDDER TO THE TRADE IN GENERAL.	<input checked="" type="checkbox"/>		
23. FOUR COMPLETE SETS OF PARTS, REPAIR, SERVICE, OWNER/OPERATOR AND ELECTRICAL REPAIR MANUALS SHALL BE PROVIDED, WITH COMPACTORS BEING BID/ACCEPTED.	<input checked="" type="checkbox"/>		
25. OPERATOR TRAINING IS DESIRABLE	<input checked="" type="checkbox"/>		
26. WARRANTIES: STANDARD WARRANTY SHALL BE A MINIMUM OF 6 MONTHS FROM DELIVERY/AcCEPTANCE DATE AND COVER ALL MATERIAL AND WORKMANSHIP, INCLUDING PARTS, AND LABOR, QTHER THAN PARTS THAT ARE CONSIDERED NORMAL WEAR ITEMS.	<input checked="" type="checkbox"/>		

HAS WORKING LIGHTS FRONT & REAR

NO TURN SIGNALS/HAZARD

HAS BEACON

FEATURES: TRAILERS:

1. TRAILERS SHALL BE OF TILT BED TYPE, OF SUFFICIENT LOAD CAPACITY @ HIGHWAY SPEED, TO SAFELY HAUL ABOVE-COMPACTORS, IN THE WORKING WEIGHT RANGE THE COMPACTORS ARE BID IN: ✓
2. TRAILERS WILL HAVE PINTLE HITCHES, WITH SUFFICIENT SAFETY CHAINS, AND SAFETY TYPE SLIP HOOKS. ✓
3. TRAILERS SHALL BE LIGHTED AND REFLECTED AS PER FEDERAL STANDARDS, AND ALL WIRING WILL BE IN CONDUIT. ✓
4. TRAILERS SHALL HAVE PLANKED, 2 INCH THICK, WOODEN, TILT BED TYPE DECKS, WITH CUSHION CYLINDER, WITH INTERNAL METERED FLOW, AND ADJUSTABLE OVER-CENTER TYPE DECK LATCH WITH SAFETY PIN TYPE LOCK, AND 6 (3 PER SIDE) 5/8 INCH D-RING TYPE, LOAD TIE DOWNS. ✓
5. TRAILERS WILL HAVE HYDRAULIC SURGE TYPE BRAKES OF SUFFICIENT CAPACITY TO MEET GROSS WEIGHT DEMANDS OF TRAILERS, AT HIGHWAY SPEEDS. ✓
6. TRAILERS SHALL HAVE TILT-AWAY-TYPE JACKS OF SUFFICIENT CAPACITY TO HANDLE 1/2 GROSS LOADED WEIGHT OF TRAILERS. ✓
7. TRAILERS SHALL HAVE TWO AXLES PER UNIT, WITH SUSPENSIONS WITH ALIGNMENT CAPABILITIES, STEEL WHEELS AND STEEL BELTED RADIAL TIRES OF LOAD RANGE TO MATCH OR EXCEED GROSS LOADED WEIGHT OF TRAILERS BEING BID. ✓
8. ONE SPARE WHEEL AND TIRE OF EQUAL SIZE AND QUALITY AS THAT SUPPLIED WITH TRAILERS BID, SHALL BE SUPPLIED PER UNIT. ✓
9. PAINT: TRAILERS SHALL BE METAL ACID ETCHED, PHOSPHATIZED, EPOXY PRIMER COATED, AND POLYURETHANE TOP COATED (THREE TOP COATS) IN BRIGHT WHITE. ✓

SEE TRAILER
BID INFORMATION

✓
SEE TRAILER
BID INFORMATION

MEETS

EXCEEDS

DEVIATES

10. FOUR SETS OF PARTS, SERVICE,
MECHANICAL AND ELECTRICAL REPAIR
MANUALS SHALL BE SUPPLIED WITH
TRAILERS BEING BID.

✓

11. WARRANTIES: STANDARD WARRANTY
SHALL BE FOR ONE YEAR FROM DELIVERY/
ACCEPTANCE DATE, AND COVER ALL
MATERIAL AND WORKMANSHIP, INCLUDING
PARTS AND LABOR, OTHER THAN PARTS
THAT IS CONSIDERED NORMAL WEAR
ITEMS.

✓

BASE PRICE PLUS FEATURES AND OPTIONS:

	1 ST COMPACTOR	2 ND COMP	EACH TRAILER
BASE PRICE	\$45,768.00	\$45,768.00	\$6,643.00
FEEES & CHARGES	0	0	
LESS TRADE :			
#321 GALION	<u>(1,700.00)</u>		
#322 GALION		<u>(1,200.00)</u>	
SUBTOTAL	\$44,068.00	\$44,568.00	\$6,643.00
SALES TAXES	<u>3,789.85</u>	<u>3,832.85</u>	<u>571.30</u>
TOTAL	\$47,857.85 <i>YPS</i>	\$48,400.85 <i>YPS</i>	\$7,214.30 <i>(x 2)</i>

IF TRADE IS NOT REQUIRED:

PRICE	EACH UNIT
	\$45,768.00
SALES TAX	<u>3,936.05</u>
TOTAL	\$49,704.05

DELIVERY TIME

The bidder shall be advised that the County expects prompt delivery and will review these proposals. The expected delivery time shown on the bidder's proposal will be an important item of consideration by the Board of County Commissioners at the time of award. If the bidder does not complete this item of the proposal may be considered incomplete and therefore null and void.

PROPOSAL

The bid(s) for the equipment specified above, shall be delivered to Grays Harbor County Commissioners, 100 West Broadway Suite 1 at Montesano, Washington 98563-3614.

The equipment, services, or materials being bid shall be delivered to the address specified in the bid specs in "turn key condition".

Payment will be made from the Grays Harbor County Department in 30 days following date of delivery / acceptance.

All bids shall be accompanied by a five percent (5%) bid bond, to be held until the equipment is accepted by Grays Harbor County. If bidder does not furnish the said equipment at the time and place so stated on the bid document, the Board of County Commissioners reserves the right not to accept the equipment when tendered for delivery, and the Board may consider the contract null and void. Therefore, the five percent (5%) bid bond shall be forfeited to Grays Harbor County.

Questions concerning the bid or bid specifications should be directed to Public Services Department, Equipment Superintendent, Thomas Criswell (360-249-4222-520 7:00 a.m. till 3:30 p.m. m-f prior to the bid opening date. No consideration will be given to deviations from minimum specifications following the bid opening.

BIDDERS HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND ALL EQUIPMENT SPECIFICATIONS AND BIDDING REQUIREMENTS. THE BIDDER ALSO ACKNOWLEDGES THAT ANY BID SUBMITTED WHICH DOES NOT MEET, EXCEED OR HAVE DEVIATIONS (EXCEEDS AND DEVIATIONS EXPLAINED IN WRITING AND ATTACHED TO BID), WILL BE DEEMED UNRESPONSIVE AND REJECTED ON THAT BASIS. AWARDS WILL BE MADE TO THE LOWEST RESPONSIVE BIDDER THAT MEETS ALL THE SPECIFICATIONS TO THE SATISFACTION OF GRAYS HARBOR COUNTY. THE QUALITY OF THE ARTICLES TO BE SUPPLIED, THEIR CONFORMITY WITH SPECIFICATIONS, AND THE "DELIVERY TIME" AND "WARRANTY" CLAUSES SHALL BE TAKEN INTO CONSIDERATION.

THE PURCHASER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMATLITY IN BIDS, AND TO ACCEPT ONLY THE RESPONSIVE BIDS AS MAY BE DEEMED IN THE BEST INTEREST OF GRAYS HARBOR COUNTY.

BIDDER (Name of Firm) N/C MACHINERY Co
AUTHORIZED SIGNATURE Barbara Jean Thomas
TITLE OF PERSON SIGNING Sales Representative
ADDRESS 1178 NW Maryland Avenue
Chehalis, Wa 98532

**GRAYS HARBOR COUNTY
BID INFORMATION
COMPACTORS**

ITEM 12: START UP AND SHUT OFF:

CB334 does not have automatic start up and shut off system with manual override, but does have independent drum action.

Isolation vibration at least 90%: "Vibration levels transmitted to the hand and arm of an operator of this machine does not exceed 2.5m/s² when measured according to the procedure established in ISO 5349".

"Vibrations levels transmitted to the whole body of an operator of this machine does not exceed .5m/s² when measured according to the procedure established in ISO 2631-1"

OPTIONS AND OR DELETIONS:

ITEM 10: IF ROPS NOT REQUIRED:

DEDUCT \$ 700.00

ITEM 17: IF COCO MATS NOT NEEDED

DEDUCT \$ 300.00

ITEM 21: IF ROTATING BEACON NOT NEEDED

DEDUCT \$ 100.00

ITEM 23: IF ONLY ONE SET OF MANUALS NEEDED

DEDUCT \$ 200.00

**OPTION: IF ROLLER WITH 39.4" DRUM WIDTH IS REQUIRED
DESIGNATED AS CB 214C**

DEDUCT \$13,500.00

**OTPION: IF ROLLER WITH 47.2" DRUM WIDTH IS REQUIRED
DESIGNATED AS CB224C**

DEDUCT \$ 9,550.00

**GRAYS HARBOR COUNTY
BID INFORMATION
TRAILER**

Item 6. Jacks:
The Trail Max T-12-UT has a 10,000lb. capacity drop drop foot jack.

Item 7. Suspension:
The Trail Max T-12-UT has a two axle with rubber torsion suspension with steel belted radial tires.

SUGGEST CAPACITY INCREASE: MODEL T-16-UT
For gross vehicle weight of 19,640# with 16' x 80"
Load rating at hwy speed 16,000# Add \$1,750.00
Spare Tire for Above Add \$ 250.00
Tire Carrier Add \$ -0-

BASE PRICE PLUS FEATURES AND OPTIONS:

	1 ST COMPACTOR	2 ND COMP	EACH TRAILER
BASE PRICE	\$45,768.00	\$45,768.00	\$6,643.00
FEES & CHARGES	0	0	
LESS TRADE :			
#321 GALION	<u>(1,700.00)</u>		
#322 GALION		<u>(1,200.00)</u>	
SUBTOTAL	\$44,068.00	\$44,568.00	\$6,643.00
SALES TAXES	<u>3,789.85</u>	<u>3,832.85</u>	<u>571.30</u>
TOTAL	\$47,857.85	\$48,400.85	\$7,214.30

IF TRADE IS NOT REQUIRED:

	EACH UNIT	
PRICE	①	47,857 ⁸⁵
	②	48,400 ⁸⁵
SALES TAX	①	7,214 ³⁰
	②	7,214 ³⁰
TOTAL		<u>\$ 110,687³⁰</u>



January 31, 2000

Mr. Don Refault, ERR
Kitsap County
614 Division St.
Port Orchard, WA
98366

Dear Mr. Refault:

We are pleased to extend to Kitsap County the same terms and conditions extended to Grays Harbor County to purchase a Caterpillar Model CB334 Double-Drum, Vibratory compactor.

Base Bid	\$45,768
Less: ROPS Canopy	(700)
Less: Extra Manuals	<u>(200)</u>
Total Price	\$44,868

Grays Harbor County's invitation to bid incorporates the provision of RCW 39.34 allowing other governmental agencies to purchase goods or services in accordance with the terms and conditions of the bid.

We can off you \$3000.00 trade allowance for your Rex Model SP400VIB, Serial Number 4GL00322 against the price of the 334.

Thank you for your interest. Please call if you have any questions.

Sincerely,

Ted Nethery
Sales Representative

AGREEMENT

This Agreement, made and entered into this _____ day of _____ 2000, by and between Grays Harbor County, a political subdivision of the State of Washington, hereinafter referred to as "County", and the Grays Harbor Fire District #10, hereinafter referred to as "Agency".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED as follows:

- 1. The Agency requests that the County perform the work listed below at a time and in a manner convenient to the County. The Agency further requests that work be completed no later than December 31, 2000, and hereby guarantees reimbursement to the County for all work done as requested by the Agency.

Supply loader and dump trucks for transporting fill for construction of Substation. (Not to exceed \$1,000)

- 2. The Agency hereby agrees to reimburse the County for the costs of materials supplied by the Public Services Department, based on the actual County cost. The County shall submit a bill, said bill shall be paid within thirty (30) days of submittal to the Agency.
- 3. It is understood and agreed between the parties thereto that the Agency will hold the County harmless from all claims, losses, demands, actions, or cause of any nature whatsoever by reason of the performance of this agreement by the County. The Agency further agrees to defend, at its own expense, the County in the event that any action is brought against the County as a result of any act or activity of the County or its agents or employees because of or in any way arising out of the work to be performed under this contract.
- 4. It is understood and agreed between the parties that this contract cannot be assigned, transferred, or any portion subcontracted hereunder by the County without the prior written permission of the Agency.
- 5. The County, in the performance of work under this contract, shall abide by the provisions of RCW 35.77.020, .030 & .040, RCW 39.34 & RCW 36.75.20, whichever is applicable and WAC 136.32 (RCW 35.77.020 requires adoption of this agreement by Resolution of the Board of County Commissioners, in the case of work on city streets.)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

For City /Agency Requesting Services

Chairman

Accepted & Approved this _____ day
_____, 2000.

Commissioner

ATTEST: _____
City Clerk (When Applicable)

Commissioner

ATTEST: _____
Clerk of the Board

Approved/Recommended:

Director of Public Services

NOTE: All requests shall be made in writing to the Department of Public Services, 100 Broadway West, Suite 31, Montesano, WA. 98563

DEPARTMENT OF PUBLIC SERVICES

100 W. BROADWAY, SUITE 31
MONTESANO, WASHINGTON 98563-3614
PHONE (360) 249-4222
FAX (360) 249-3203



MICHAEL F. DANIELS
DIRECTOR

GRAYS HARBOR COUNTY
STATE OF WASHINGTON

Public Works

Russ Essee, Co. Engineer
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4222
Fax: 360-249-2153

April 28, 1999

N. C. Machinery Company
1178 N. W. Maryland Avenue
Chehalis, WA 98532

Planning

Ken Kimura, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-5579
Fax: 360-249-3203

Attn: Barbara Grimes

Re: Two Or More, Double Drum, Articulated, Vibratory, Compactors, With
Two or More Adequate Trailers

Building

Chris Brown, Building Official
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-5579
Fax: 360-249-3203

Dear Ms. Grimes,

This is to inform you that Grays Harbor County is going to accept your bid of March 29, 1999 for two (2) or more Double Drum, Articulated, Vibratory, Compactors, with two (2) or more Adequate Trailers. These are Caterpillar, Compactor model CB 334D, and Trallmax Trailer model T-12-UT, equipped with surge brakes.

Environmental Health

Doug George, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4413
Fax: 360-249-3203

We believe that the total price for these units, with taxes, less license fee, (Grays Harbor County pays its own license fee) is \$110,687.30. The E R & R purchase order number for this unit is E R & R 7971.

Utilities & Development

Kevin Varness, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4222
Fax: 360-249-3203

If you have any questions, please contact Thomas Criswell at 360-249-4222 ext. 520 or 100 West Broadway, Suite 31, Montesano, WA 98563.

Thank you.

Facility Services

Dennis Selberg, Director
211 West Spruce
Montesano, WA 98563-3614
Phone: 360-249-4753
Fax: 360-249-2753

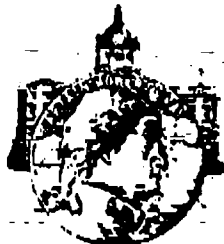
Michael F. Daniels
Grays Harbor County
Director of Public Services

Thomas Criswell
Grays Harbor County
Equip. Pool Superintendent

Fire Marshal

Lance Talley
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-3911
Fax: 360-249-3803

DEPARTMENT OF PUBLIC SERVICES
100 W. BROADWAY SUITE 31
MONTESANO, WASHINGTON 98564 3614
PHONE (360) 249-4222
FAX (360) 249-4204



MICHAEL F. DANIELS
DIRECTOR

GRAYS HARBOR COUNTY

STATE OF WASHINGTON

April 21, 1999

Public Works
Russ Esser, Co Engineer
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone 360-249-4222
Fax: 360-249-2154

TO: BOARD OF COUNTY COMMISSIONERS
FROM: MICHAEL F. DANIELS, DIRECTOR OF PUBLIC SERVICES
SUBJECT: RECOMMENDATION TO AWARD BID FOR 2 OR MORE
COMPACTORS WITH TRAILERS

Planning
Ken Kimura, Director
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone 360-249-5979
Fax 360-249-4204

We have fully reviewed all bids for the above noted equipment and recommend bid award to N.C. Machinery as the lowest responsive bid. The bid including sales tax and trade in allowance is in the amount of \$112,636.70. While other bids were received that were lower they did not meet all required specifications.

Building
Chris Brown, Building Official
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone 360-249-4579
Fax 360-249-4204

Michael F. Daniels
Director of Public Services

Accepted and APPROVED this 26th day of April 1999.

Environmental Health
Doug George, Director
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone 360-249-4413
Fax 360-249-4204

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

Dick Dixon, Chairman

Robert W. Paylor, Commissioner

Bob Beerbower, Commissioner

Utilities & Development
Kevin Varness, Director
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone: 360-249-4222
Fax: 360-249-4204

Facility Services
Dennis Selberg, Director
211 West Spruce
Montesano, WA 98564 3614
Phone 360-249-5754
Fax 360-249-2753

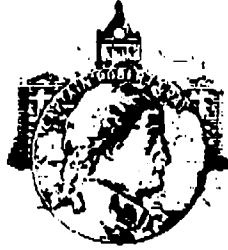
ATTEST:

Joan Daniels
Clerk of the Board Date

Fire Marshal
Lance Talley
100 W Broadway Suite 31
Montesano, WA 98564 3614
Phone 360-249-4911
Fax 360-249-4805

DEPARTMENT OF PUBLIC SERVICES

100 W. BROADWAY, SUITE 31
MONTESANO, WASHINGTON 98563-3614
PHONE (360) 249-4222
FAX (360) 249-3203



MICHAEL F. DANIELS
DIRECTOR

GRAYS HARBOR COUNTY
STATE OF WASHINGTON

Public Works

Russ Esses, Co Engineer
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4222
Fax: 360-249-2153

March 12, 1999

Planning

Ken Kimura, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-5579
Fax: 360-249-3203

NC Machinery Co.
1178 N.W. Maryland Ave.
Chehalis, WA 98532-1811

Attn: Barbara Grimes

Building

Chris Brown, Building Official
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-5579
Fax: 360-249-3203

Re: Bid for Compactors and Trailers

Enclosed is a revised bid proposal for the compactor and trailers that was mailed to you on March 2, 1999. Please use this packet in place of the previous one.

Environmental Health

Doug George, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4413
Fax: 360-249-3203

The only changes in the bid proposal is the addition of a back page. We are sorry for any inconvenience.

If you have any questions please call me at (360) 249-4222 ext. 520.


Utilities & Development

Kevin Varnes, Director
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-4222
Fax: 360-249-3203

Sincerely,

Facility Services

Dennis Selberg, Director
211 West Spruce
Montesano, WA 98563-3614
Phone: 360-249-2753
Fax: 360-249-2753


Thomas Criswell
ER&R Superintendent

Fire Marshal

Lance Talley
100 W. Broadway, Suite 31
Montesano, WA 98563-3614
Phone: 360-249-5911
Fax: 360-249-1805

Enc.
TC:wn

CALL FOR BIDS

**TWO OR MORE, DOUBLE DRUM, ARTICULATED, VIBRATORY,
COMPACTORS,
WITH TWO OR MORE ADEQUATE TRAILERS TO PROVIDE
TRANSPORTATION FOR AFOREMENTIONED COMPACTORS.**

Sealed bids will be received by the Board of Commissioners for Grays Harbor County up to 2:00 p.m., Monday, March 29, 1999, at the office of the Grays Harbor County Commissioners, 100 West Broadway, Suite 1, Montesano, WA 98563, at which time said bids will be publicly opened and read aloud.

Bids received after the day and hour indicated above will not receive consideration.

For a copy of the specifications, please contact the Director of Public Services - Public Works Division, 100 West Broadway, Suite 31, Montesano, WA 98563, (360) 249-4222.

The purchaser reserves the right to reject any or all bids, to waive any informality in bids, and to accept only the responsive bids as may be deemed in the best interest of Grays Harbor County.

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY**

First Publication: March 4 1999
Second Publication: March 11, 1999