

**Grant County
PUBLIC WORKS DEPARTMENT**

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**Asphalt Hauling and
Dispatch Services for 2010-2012**
with contract extension options

Bid Opening
at
1:45 P.M.
May 4, 2010
at the
Office of the
Board of County Commissioners
Grant County Courthouse
P.O. Box 37
35 C Street NW, Room 207
Ephrata, Washington 98823

NOTICE TO TRUCKING COMPANIES

Sealed bids plainly marked "**Bid for Asphalt Hauling and Dispatch Services 2010-2012**" will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, 35 C Street N.W. - Room 207, P.O. Box 37, Ephrata, WA 98823, until **1:45 P.M., Tuesday, May 4, 2010** and will then and there be opened and publicly read for the following work:

Prospective bidders are advised they will be required to provide on-demand dispatch and tractor services capable of pulling up to four (4) semi-trailer and pull trailer combination units with a total weight (including tractor) of 105,500 pounds.

Specifications may be obtained from the office of the County Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, (509) 754-6082, at no charge.

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids.

Asphalt Hauling and Dispatch Services 2010-2012

This proposal provides for dispatching and hauling approximately 2,800 to 5,000 tons per year of bituminous materials for the 2010 thru 2012 seasons to Grant County and other work in accordance with the specifications.

BIDDER'S CHECK LIST

Attention is especially called to the following forms which must be executed in full as required:

- (A) **PROPOSAL**
 The proposal must show the unit prices for each item.

- (B) **PROPOSAL SIGNATURE SHEET**
 To be filled in and signed.

- ©) **STATEMENT OF QUALIFICATIONS**
 Properly complete and sign the qualification statement attached to the proposal.
 Attach any additional information you feel should be considered by the County
 during evaluation such as financial statements, list of personnel and
 qualifications, list of previous clients, etc.

The following forms are to be executed after the contract is awarded:

- (D) **CONTRACT**
 The agreement is included with the bid package for informational purposes
 only. Upon award, the successful bidder will be required to enter into this
 agreement.

- (E) **PERFORMANCE BOND**
 No performance bond or surety bond is required for this contract.

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INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction (English).

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this agreement and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project

SECTION 1-02, PROCEDURES AND CONDITIONS

July 12, 1999

1-02.6 Preparation of Proposal

This section is revised to read:

The County will accept only those proposals properly executed on forms it provides. Unless it approves in writing, the County will not accept proposals on forms attached to the Plans and stamped "Informational".

Any unit price that is left blank or does not contain numeric figures will be considered no charge for that item.

All prices shall be written in legible figures (not words) in ink or typed. The proposal shall include:

- a) A unit price for each item (omitting digits more than four places to the right of the decimal point),

In the space provided on the signature sheet, the bidder shall confirm that all addenda have been received.

Proposals of corporations shall be signed by the officer or officers having authority to sign them. If the firm is a co-partnership, the proposal shall be signed by an authorized member of the co-partnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the joint venture.

1-02.13 Irregular Proposals

Item "a" in item No. 2 is deleted.

Item "d" in item No. 2 is revised to read:

- d. A member of a joint venture or partnership and the joint venture or partnership submit proposals for the same project (in such an instance both bids may be rejected); or

SECTION 1-04, SCOPE OF THE WORK

October 12, 1998

1-04.1 Intent of the Agreement

The second sentence is revised to read:

Omissions from the agreement of details of work which are necessary to carry out the intent of the agreement shall not relieve the Hauler from performing the omitted work.

1-04.1(2) Items Not Included in the Proposal

This section is revised to read:

When the agreement specifies work that has no bid item, and the work is not specified as being included with or incidental to other bid items, an equitable adjustment will be made in accordance with Section 1-04.4, unless that work is customarily considered as incidental to other items.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

August 7, 2006

1-07.18 Public Liability and Property Damage Insurance

The fourth paragraph is replaced by the following:

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than \$3,000,000 each occurrence with Grant County named as an additional insured in connection with the Contractor's Performance of the Contract.

All costs to provide these changes shall be considered incidental to and included in the unit contract prices and no additional payments will be made.

SECTION 1-08, PROSECUTION AND PROGRESS

June 8, 1998

1-08.1 Subcontracting

The first paragraph is replaced by the following:

All work must be performed by the Hauler's own company.

SPECIAL PROVISIONS

The following Special Provisions supersede any conflicting provisions of the 2010 Standard Specifications for Road, Bridge, and Municipal Construction adopted on January 2010 and the foregoing amendments to the Standard Specifications and are made a part of this contract.

DEFINITIONS AND TERMS

(March 7, 1988)

All references to "State" or "State of Washington" are changed to "Grant County, Washington".

All references to "Commission", "Secretary of Transportation", or "Washington State Transportation Commission", are changed to "Board of County Commissioners, Grant County, Washington".

All references to "Department", or "Department of Transportation" are changed to "Department of Public Works, Grant County, Washington".

All references to "Superior Court of Thurston County, Washington" are changed to "Superior Court of Grant County, Washington".

DESCRIPTION OF WORK

(March 13, 1995)

This proposal provides for dispatching and hauling approximately 2,800 to 5,000 tons per year of bituminous materials for the 2010 thru 2012 seasons to Grant County and other work in accordance with the specifications.

PREQUALIFICATION

(October 22, 1984)

Section 1-02.1 of the standard specifications is deleted.

PROCEDURES AND CONDITIONS

(March 13, 1995)

Public Opening Of Proposal

Section 1-02.12 is supplemented with the following:

Date Of Opening

Sealed proposals will be received at the following location before the specified time:

The Office of the Board of County Commissioners, Grant County Courthouse -Room 207, 35 C St. NW,
P.O. Box 37, Ephrata, WA 98823

The opening date for this work shall be **May 4, 2010**. The bids will be publicly opened and read after **1:45 P.M.** on this date.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Laws To Be Observed

Section 1-07.1 is supplemented with the following:

License and Insurance

The Hauler shall be licensed by the State of Washington and provide proof of mandatory insurance coverage. The Hauler's insurance shall name Grant County as being co-insured and hold harmless and indemnify Grant County from any claims resulting from the Hauler's operation. The amount of coverage for bodily injury including death and property damage shall be not less than \$3,000,000 per occurrence and the limit for general liability coverage for trucking operations shall also be \$3,000,000.

State Sales Tax

Section 1-07.2 is supplemented with the following:

(March 13, 1995)

The work on this contract is to be performed upon lands whose ownership obligates the Hauler to pay sales tax. The provisions of Section 1-07.2(1) apply.

The materials being hauled under this agreement are for road maintenance and construction purposes. This asphalt hauling agreement is exempt from sales and use taxes on the aggregate amount. No state sales and use taxes will be paid by the County to the Hauler on the overall amount of this agreement. The Hauler is not required to collect state sales and use taxes on the value of this agreement.

Permits and Licenses

(March 13, 1995)

All permits, licenses, and certificates required by federal and state agencies holding jurisdiction with this type of work shall be obtained by the Hauler.

Wages

(March 22, 2000)

This is not a public works contract. This agreement is not subject to the State’s prevailing wage laws.

Public Convenience and Safety

Delivery of Asphalt Under Traffic

Section 1-07.23(1) is supplemented with the following:

(March 13, 1995)

The Hauler shall be responsible for maintenance, control and the safeguarding of pedestrian and vehicular traffic, providing all temporary flagging, signals, flashers, and/or signing necessary to protect their employees, equipment, and the public during the performance of the work.

During the actual hours of work only equipment and materials absolutely necessary to perform the work will be allowed to stop or park on the roadway. The Hauler’s non-essential vehicles and employees’ vehicles shall not be permitted to stop or park on the road.

No additional compensation will be paid to the Hauler for any cost or expense incurred as a result of the requirements of this provision and all costs shall be considered incidental to and included in other applicable agreement items.

Special Insurance Requirements of the Asphalt Supplier

Section 1-07.18 is supplemented with the following:

Western States Asphalt, Inc., has requested Certificates of Insurance naming Western States Asphalt, Inc., as an additionally insured be provided by the Contracting Agency and its Contract Hauler with the following requirements.

Commercial General Liability Insurance with a minimum limit of \$3,00,000 per occurrence for Bodily Injury and Property Damages and with Products and Completed Operations and Contractual Liability coverages, and shall name Western States Asphalt, Inc., and an additional insured on such policy using endorsement CG 20 26 11 85, with such insurance being primary to and in excess of any other insurance available to Western States Asphalt, Inc. In no event shall

Western States Asphalt, Inc., insurance, including but not limited to any self-insured deductible or deductible, be considered "other insurance" under the terms of the Contracting Agencies or its Contract Hauler policies;

Automobile Liability Insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit of Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance will include contractual liability insuring the liabilities assumed by the Contracting Agency and its Contract Hauler under this agreement, but excluding coverage for taxes.

PROSECUTION AND PROGRESS

Term of Agreement and Extension Option

(October 18, 1999)

Section 1-08.5 is supplemented with the following:

The agreement shall become effective on May 15, 2010 or the date of execution whichever occurs last and terminate on December 31, 2012. If both parties agree, this contract may be extended for two additional one-year periods. The County reserves the option to extend this agreement through December 31, 2014, if the Hauler has performed the work satisfactorily. The Hauler may accept or reject the extension offer. The Hauler may request adjustments to the unit prices to reflect increases in labor and equipment costs.

Termination of Agreement

(October 15, 1996)

The County reserves the right to terminate the agreement if the Hauler fails to perform the work in accordance with these specifications.

In addition to any other provisions in this agreement, the Board of County Commissioners may, through the Director of Public Works, by 30-day written notice, beginning on the second day after mailing, terminate this agreement when it is in the best interests of the County. If this agreement is so terminated, Grant County shall, in accordance with the terms of this agreement, only pay for services rendered up to the effective date of termination

SCOPE OF WORK

General Requirements

(March 23, 2000)

The Hauler shall be available upon demand to perform the work required from the Agreement execution date to the end of the contract. The number of tractor units required on a daily basis will vary from zero (0) to four (4) depending upon the County's work schedule, weather, and material availability. All tractor units shall be mobile radio or cell phone equipped for use in dispatching.

All asphalt delivery orders will be placed by the County through the Hauler. The Hauler shall provide the County its dispatcher's telephone number to place all asphalt orders. The Hauler shall make all terminal rack appointments necessary to load the requested asphalt grade and deliver same at the time and place designated by the County. The Hauler shall keep a written record of asphalt orders placed for the County. The asphalt supplier will bill the County directly for the cost of the asphalts loaded and delivered by the Hauler. Delivery of bituminous asphalts to various job sites in Grant County normally fall between 6:00 A.M. and 3:30 P.M.

Delays at the terminal rack are not uncommon and are beyond the control of the County. Delays unloading the asphalt products also occur at the job site in Grant County. Up to sixty (60) minutes of stand-by time for loading and up to ninety (90) minutes of stand-by time for unloading the asphalt shall be included in the applicable pay items. No additional compensation will be paid for loading if the Hauler fails to schedule or meet a loading time, or for delivery site unloading if the load arrives more than thirty (30) minutes after the County's specified delivery time. Delivery site unloading time will be calculated from the scheduled delivery time or the time the County begins to off-load the material if the Hauler arrives late, whichever occurs first.

A hot asphalt pump would be helpful but is not required.

Monitoring

(March 23, 2000)

The Haulers work will be monitored by County personnel or its designated representative. The Hauler will be required to complete and certify a daily delivery log. Certified delivery logs shall be submitted at least once a week to the Engineer unless otherwise approved. In addition, the Hauler is required to give the County's delivery site representative a legible copy of the bill of lading for each load delivered.

A certified delivery log must show the date, loading time, job site delivery time, delivery location, bill of lading number, tons delivered, unloading time, and total miles from terminal to delivery point.

All work under the agreement shall be performed under the supervision of competent personnel experienced in the class of work specified. Incompetent, careless or negligent employees shall be removed from the project work by the Hauler upon written request of the Engineer. Equipment shall be capable of performing the work in the manner required. Equipment not performing at acceptable levels in the judgement of the Engineer shall be replaced upon written request of the Engineer. Failure to comply with such request shall be sufficient ground for termination of the agreement.

The County will not be responsible for paying any fines for overloading the trailers, or for traffic violations incurred by the Hauler's drivers, or for failure to perform appropriate equipment maintenance, such as brake adjustments, brake repairs or tire replacements.

Handling of Materials

(March 23, 2000)

The Hauler will be responsible for the bailment, insurance, and inventory accountability for all materials furnished to the County. The Hauler will be further responsible for the clean-up and disposal of any spills to the satisfaction of the appropriate regulatory authority.

Although the asphalt trailers furnished by Grant County are insulated the successful trucking company is advised to load bituminous asphalt at or above the temperatures shown below. Following this schedule will ensure delivery of asphalt products to the Grant County job site at a usable temperature.

Liquid Asphalt	
<u>Grade</u>	<u>Loading temperature</u>
MC 250	≥220°F or the maximum safe allowable temperature
MC 800	≥240°F or the maximum safe allowable temperature
HFE 150	≥195°F or the maximum safe allowable temperature

Terminal Locations

(March 27, 2000)

Grant County will purchase asphalt materials from three possible terminals:

1. Paramount Asphalt terminal located north of Seattle, WA.
2. Western States Asphalt, Inc. terminal located near Spokane, Spokane Valley, and Pasco, WA.
3. Idaho Asphalt terminal located near Hauser, Idaho.

Bids shall be based on hauling asphalt products from either of the five terminals as shown in the proposal.

Note: Special insurance conditions may be required of third party haulers entering some terminals. Currently no agreements exist with any asphalt terminal site which will permit Grant County to buy liquid asphalt from that company.

Equipment

(March 23, 2000)

The Hauler shall provide up to four (4) tractors capable of hauling insulated asphalt semi-trailer/pull trailer combinations at or very near the 105,500 lb legal load limit. The Hauler shall adapt his tractors to meet the requirements of the County furnished trailers.

The County will furnish four semi-trailer/pull trailer combination units at no cost to the Hauler. The trailers were built by Beale in 2000 and will be available at the beginning of the hauling season at the Grant County Central Shop, 124 Enterprise St. S.E., Ephrata, WA. The trailers are insulated and constructed to haul only hot, liquid asphalt with a maximum product temperature rating of 375°F. The nominal capacity of each semi-trailer is 7,500 gallons and the nominal capacity of each pull trailer is 3,500 gallons. Each trailer is equipped with a spare tire, spare tire carrier, holders and placards for commodity code 1999, static studs, aluminum spill dams and catch basins, ramp guards, KNAPPCO LV1110 16" x 12" fill dome, 50°F to 500°F thermometer in rear head curbside, nine (9) 11R-22.5 Michelin XT-1 tires including spare, backup alarm, work light at discharge area, marker rod level indicator, hoses and trays, anti-lock brakes and other hydraulic and electrical features.

All County owned equipment used by the Hauler shall be kept in good working order. The County shall reimburse the Hauler for all repairs and parts, such as tires, lubrications, brakes, brake lights and turn signal lights. Purchases or repairs over \$200 must be pre-approved by the County. The Hauler must present a copy of the invoice that describes the repairs and/or parts purchased. All used or broken parts that are replaced shall be returned to the County.

The Hauler shall use County owned equipment only for the purposes authorized in this agreement. The Hauler shall not use County owned equipment for its own purposes. The Hauler may not loan any County owned equipment to any third party.

County owned equipment must be stored in a secure area when not in use. The County shall have free access to examine the trailers and related equipment at any time. Any County owned equipment lost, stolen, or damaged while in the Hauler's possession shall be replaced or repaired by the Hauler at the Hauler's expense in a timely manner to the satisfaction of the county. All valves, couplers, hoses, caps, etc. shall be kept free of asphalt residues and in good working order.

The Hauler must wash the trailers at least once a month to remove dirt and asphalts. At the end of the hauling season the Hauler shall thoroughly clean all trailer components and return the trailers to the Grant County Central Shop.

Operating Personnel

(March 23, 2000)

Drivers shall hold valid commercial driver's licenses with endorsements as required by State law for the work outlined in this agreement. Liquid asphalt is classified as a hazardous material. The Engineer shall be

afforded the opportunity to review the qualifications of each driver on demand. Operators and drivers found to have insufficient apprenticeship training, in the opinion of the Engineer, may be prevented from performing any work under this contract without direct supervision of a certified driver. All drivers and material handlers who are employees or agents of the Hauler shall conform to the Uniform Substance and Alcohol Use and Testing Program, 48 CFR Part 382.

The Hauler must have an active, established safety program. All employees of the Hauler must participate in the safety program.

Measurement

(March 23, 2000)

Stand-by rate

Only the actual idle time in excess of sixty (60) minutes at the terminal and in excess of ninety (90) minutes at the job site in Grant County, as outlined in the General Requirements, will be measured and paid for at the unit price listed. Stand-by time shall be measured to the nearest one-half (½) of an hour beginning fifteen (15) minutes after the prescheduled time.

Haul rate

Only the actual miles traveled between the asphalt product terminal and the job site in Grant County with legally loaded trailers will be paid for at the unit prices listed. The information provided in the certified delivery log will be reviewed by the Engineer to verify the number of miles traveled.

Minimum Load

Grant County may order less than a full load of asphalt materials. For loads ordered by the County weighing less than 27 tons the County will pay a negotiated load price in lieu of a haul rate.

No Load Condition

In the event the asphalt supplier is unable to fulfill an order or orders made the day before and notification is not timely to prevent the trip from the Hauler, this contract provides for a bid item to pay the Hauler for the round trip without any asphalt products in the trailers.

Payment

(March 23, 2000)

The unit price listed for each proposal item shall be full compensation for furnishing all labor, equipment (except trailers), fuel oil, lubrication, repairs, maintenance, insurance and incidental expenses necessary for the performance thereof. All costs incurred by the Hauler to comply with the requirements of the provisions of this agreement shall be considered incidental to and included in other applicable unit prices. No additional compensation will be given to the Hauler as a result of these requirements.

Billing invoices, supported by copies of the certified delivery logs for the preceding month's work, must be received at the Office of the Grant County Engineer no later than the seventh day of each month. Payment to the Hauler will be made on or about the fifteenth of each month for the preceding month's work and for untimely invoices from other months.

Fuel adjustment schedule

Due to the volatility of fuel prices, this proposal contains a fuel adjustment schedule the County will utilize during the contract. Please note the schedule adjusts the compensable amount of each delivery at the rate shown and is based upon the **OPIS** (Oil Price Information Service, Two Washingtonian Center, 9737 Washintonian Blvd, Suite 100, Gaithersburg, MD 20878-7364, (301) 287-2525, Annual subscription price for PAD 4/5 is \$1,495.00.) PAD 4/5 report price for Diesel

ULS No. 2. The Hauler is required to select a single location (either Moses Lake, Pasco, Spokane or Seattle) used by the schedule to determine the starting price for diesel fuel. The County is a subscriber to the OPIS report which is issued weekly and fuel adjustments will be made weekly for all deliveries made during that weekly period.

The Hauler's invoice must contain the calculations using the OPIS PAD 4/5 report and this proposal's fuel price adjustment schedule. The OPIS report is copyrighted and the Hauler will be required to subscribe to the publication. The cost of this requirement shall be considered incidental and included in other costs listed in the proposal.

PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2010

This certifies that the undersigned has examined the location and construction details of the work as outlined in the specifications for **Asphalt Hauling and Dispatch Services 2010-2012**, located in Grant County, Washington, and has read and thoroughly understands the plans and specifications and agreement governing the work and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications, and agreement and at the following schedule of rates and prices:

Asphalt Hauling and Dispatch Services 2010-2012

Note: Unit prices for all items must be shown. Do not include state sales tax.

Item No.	Estimated Quantity**	Description of Work	Unit Price <u>Dollars!</u> <u>Cents</u>
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Idaho Asphalt Terminal, Hauser, ID

1	60,000 to 90,000 Cwt	Load and deliver liquid asphalt from the Idaho Asphalt terminal in Hauser, ID, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
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2	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
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3	2 Each	No Load Round Trip	At _____! per each _____
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Western States Asphalt Inc. Hillyard Terminal, Spokane, WA

4	52,000 to 60,000 Cwt	Load and deliver liquid asphalt from Western States Asphalt Hillyard terminal in Spokane, WA, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
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5	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
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6	2 Each	No Load Round Trip	At _____! per each _____
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Western States Asphalt Inc. Terminal, Spokane Valley, WA

4	18,000 to 22,000 Cwt	Load and deliver liquid asphalt from Western States Asphalt terminal in Spokane Valley, WA, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
5	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
6	2 Each	No Load Round Trip	At _____! per each _____

Western States Asphalt Inc. Terminal, Pasco, WA

4	16,000 to 20,000 Cwt	Load and deliver liquid asphalt from Western States Asphalt terminal in Pasco, WA, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
5	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
6	2 Each	No Load Round Trip	At _____! per each _____

Paramount Petroleum Asphalt Terminal, Portland, OR*

7	60,000 to 90,000 Cwt	Load and deliver liquid asphalt from the Paramount terminal in Portland, OR, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
8	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
9	2 Each	No Load Round Trip	At _____! per each _____

Albina Petroleum Asphalt Terminal, Madras, OR*

10	60,000 to 90,000 Cwt	Load and deliver liquid asphalt from the Albina terminal in Madras, OR, to the job site in Grant County. Weight shall be near the maximum legal load of 105,500 lbs.	At _____! per cwt mile _____
11	0 to 70.0 Hours	Stand-by time after sixty (60) minutes at the terminal and after ninety (90) minutes at the job site	At _____! per hour _____
12	2 Each	No Load Round Trip	At _____! per each _____

*Note: Transport services using roads and highways in Oregon must comply with state licensing and usage fee schedules. These costs must be included in the per cwt mile cost.

**All quantities shown are listed for the benefit of the Contractor. Actual quantities will vary each year depending on product availability and price. The 25% limit described in Section 1-04.6 of the standard specifications is deleted for this Contract.

FUEL ADJUSTMENT SCHEDULE

This schedule is to be added to or subtracted from the compensable amount for each delivery.

OPIS PAD 4/5

Location _____ (Select one: Moses Lake, Pasco, Spokane, or Seattle)

Average rack price report for Diesel ULS No. 2 _____ reported on Thursday, April 29, 2010.

For every 5 cent increase or decrease in the OPIS PAD 4/5 report for Diesel ULS No. 2 fuel the delivery amount will be increased or decreased by 0.5%.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Notice to All Bidders

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL - SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

No bid security or performance bond is required for this service bid.

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____.

Signature of Authorized Official(s)

Proposal Must Be Signed



Please Print Name of Authorized Official

Firm Name _____

Address _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Asphalt Hauling and Dispatch Services 2010-2012**

STATEMENT OF HAULER'S QUALIFICATIONS

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2010

Dear Madam and Sirs:

I hereby maintain that I am a responsible Hauler as contemplated by the policies of the State of Washington (Chapter 36.77 of the Revised Code of Washington).

1. My permanent place of business is _____
_____ which I have maintained for ____ years.
2. I have adequate equipment to expeditiously and properly perform the work contemplated for Grant County, Washington.

Description of work: This proposal provides for dispatching and hauling approximately 2,800 to 5,000 tons per year of bituminous materials for the 2010 thru 2012 seasons to Grant County and other work in accordance with the specifications.

3. I have the following labor, equipment, and work places available for this work: *(A list which shows the following information must be attached)*

Employee Names

Certificates and Licences obtained (i.e. CDL with hazardous material endorsement)

Equipment numbers with description (Mfg., Model, GVW, & License)

4. I have adequate funds to promptly meet obligations incident to this work.
Bank references: _____

5. I have had adequate experience in this class of work. *(List or attach past experience)*

I hereby certify that the above is a true and accurate statement.

Very truly yours,

Print Name _____

Company _____

Address _____

Phone/FAX _____

CONTRACT

THIS AGREEMENT, made and entered into between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and _____, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **Asphalt Hauling and Dispatch Services 2010-2012**, located in Grant County, Washington, as proposed in a bid opened **1:45 P.M., Tuesday, May 4, 2010** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

_____, 2010

Signature

Print Name

Firm Name

Address

City State Zip

()

Phone

(County Seal)

ATTEST:

Clerk of the Board

Foregoing contract approved and
ratified _____, 2010

APPROVED AS TO FORM:

_____ day of _____, 2010

Deputy Prosecuting Attorney

Surety

Attorney-in-Fact

DONE this ___ day of _____, 2010

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

INFORMATIONAL

COPY ONE