

**KITSAP COUNTY
INVITATION TO BID**

**2009-114
FOR
SALE OF SURPLUS GRAVEL**

**BIDS MUST BE SUBMITTED TO:
KITSAP COUNTY PURCHASING OFFICE
614 DIVISION STREET MS 20
PORT ORCHARD, WASHINGTON 98366**

BIDS WILL BE RECEIVED UNTIL 2:00 P.M., MAY 7, 2009

Bids will be publicly opened
and read aloud at 2:30 PM, in the
Kitsap County Administration Building
Sinclair Inlet Conference Room
Fourth Floor Room 410
619 Division Street
Port Orchard, WA 98366

DEPARTMENT OF ADMINISTRATIVE SERVICES,
PURCHASING DIVISION
614 DIVISION STREET MS 20
PORT ORCHARD WASHINGTON 98366-4674

ACTING FOR:

**PUBLIC WORKS DEPARTMENT
ROAD DIVISION**

KITSAP COUNTY BID #2009-114

STANDARD SALE REQUIREMENTS

FOR: Purchase of items listed below. Items will be sold as-is, where-is and with all faults. The undersigned hereby agrees to purchase the items listed below, at prices shown for each, all in accordance with the instructions contained herein.

Description	Bid Price
Per cubic yard (truck meas.) for approximately 6,000 cubic yards of screened gravel ¾" – minus, To be removed per all specifications of the bid	\$

To schedule an inspection contact, Paul Woods, North Roads Supervisor at 360-337-4691.

GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

All bid proposals and documents must be delivered to the location listed on the Invitation to Bid page, 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. Kitsap County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified location.

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.

PRIOR TO BID OPENING

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to location listed on the Invitation to Bid page. The notice may be submitted in person or by mail; however, it must be received prior to the time for bid opening.

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

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 sale, unless the award of sale is delayed more than thirty (30) calendar days after the date set for bid opening. If a delay of more than 30 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Kitsap County Purchasing Manager.

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.

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 Kitsap. The law of the State of Washington shall govern this Agreement.

KITSAP COUNTY BID #2009-114

DEFENSE AND INDEMNITY AGREEMENT

The awarded Bidder 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 there from, 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 Bidder, 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.

PERMITS, LICENSES, TRANSFER OF TITLE

The awarded Bidder shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Kitsap County. In the event a necessary permit is not obtained the Bidder 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.

BID DEPOSIT

Each proposal must be accompanied by a Certified or Cashier's check as a bid and performance guarantee in an amount not less than ten percent (10%) of the amount of the Proposal, made payable to "**Kitsap County**". Cash will not be accepted.

Deposit checks will be held until the remainder of the purchase price is received from the successful Bidder; upon receipt, deposit checks will be returned to the unsuccessful Bidders. The deposit of the successful Bidder shall be applied to the purchase price. If the successful Bidder fails to consummate the purchase, such deposit shall be forfeited as liquidated damages to Kitsap County.

PAYMENT

Within one month from date of notification of award, the successful Bidder must make payment in full for all items awarded to him/her. All payments are to be by Certified or Cashier's check, made payable to "**Kitsap County**", and delivered to the Public Works Department, 614 Street, MS 26, Port Orchard, WA 98366.

PICKUP SCHEDULE

Any material, equipment or other items bid upon must be removed by the successful bidder within one month from date of notification of award, unless stated otherwise under special instructions.

SALES TAX

The successful Bidder will be required to pay Washington State sales tax, unless he/she is a qualified dealer, and provides a fully completed resale certificate.

All questions and blanks in this bid must be completed in full for valid bid response.

I, the undersigned, having carefully examined the Invitation to Bid, propose to purchase the surplus materials as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a

KITSAP COUNTY BID #2009-114

sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

Bidder's Registered Name

Date

Signature of person authorized to
enter contractual agreements

Subscribed and sworn
before me this _____ day

Printed Name

of _____, 20_____.

Title

Notary Public in and for
the State of _____
County of _____
My commission expires:

Address

Phone (Area Code)

FAX (Area Code)

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.

KITSAP COUNTY BID #2009-114

**PUBLIC WORKS DEPARTMENT
LOFALL PIT
KITSAP COUNTY, WASHINGTON**

PROJECT SPECIFICATIONS

DESCRIPTION OF WORK

The gravel removal project is located at 26129 Lofall Rd. NW (Lofall Pit), This project consists of the surplus sale and removal of approximately 6,000 cubic yards of screened gravel 3/4 " – minus for Kitsap County Public Works Department, Road Division (hereinafter referred to as COUNTY). The Contractor shall field verify the quantity and quality of material prior to bidding.

PROJECT REQUIREMENTS

1. Removal of the stockpiled material shall not go below original ground level or outside the limits as established by the COUNTY in the field.
2. All workmanship, labor, materials, equipment, professional services, mobilization(s), fees, and appurtenances as listed in this contract or otherwise, shall be provided by the PURCHASER and shall be considered incidental to this contract and included in the purchaser's bid. This project shall generate no expenses to the COUNTY, whatsoever.
3. Upon final project completion, the PURCHASER shall cleanup and restore all work areas and appurtenances to the satisfaction, inspection and acceptance of the COUNTY, which will include grading the disturbed area smooth.
4. The project must be completed in its entirety (including all site restoration) one month after award.
5. The COUNTY makes no guarantee and assumes no responsibility as to the feasibility, availability, accessibility, quality and/or quantity of gravel material. The COUNTY will incur no liability whatsoever, involved with any part of this sale project and the PURCHASER will defend, indemnify and hold harmless Kitsap County, its elected officials, department officials, employees and agents from any and all liability, claims, demands and/or damages.
6. In order to be eligible for this project, the purchaser must submit with a copy of valid permit(s) from various applicable federal, state, county, city, and Indian tribal agencies, for dumping, temporary stockpile and/or fill sites, where the contract material is to be hauled and dumped.
7. The PURCHASER shall not commence work under this contract until they have obtained all insurance required under these provisions, and evidence of such insurance has been approved by the COUNTY.
8. The PURCHASER shall be responsible for compliance with all applicable weight restrictions.
9. Work hours shall be Monday through Friday, 7:00 a.m. to 3:30 p.m. Kitsap County shall be notified 48 hours before gravel removal is started.

MEASUREMENT

Quantities for gravel material removed from the site shall be per cubic yard (truck meas.) one lump sum to include approximately 6,000 cubic yards.

SCREENINGS (Drain Rock Results (Attachment A).

PAYMENT

The PURCHASER shall be solely responsible for all costs to remove and haul the gravel in accordance with the plans and specifications. These costs include but are not limited to labor,

KITSAP COUNTY BID #2009-114

equipment, materials used, hauling/dumping, traffic control, erosion control, permitting and other appurtenant materials or operations. Any additional volume of material found to be removed below the original ground elevation or outside the designated area shall result in the replacement of like material by the PURCHASER at the PURCHASER'S expense or the COUNTY shall replace the material and charge the PURCHASER at Force Account rates as established by Section 1-09.6 of the latest addition of the Washington State Department of Transportation Standard Specifications. The additional monies owed shall be payable within ten (10) days following notification by the COUNTY of such monies due.

Payment to the COUNTY by the PURCHASER for the sale of the gravel material shall be lump sum for approximately 6,000 cubic yards, within one month after award.

BOND/INSURANCE REQUIREMENTS

Performance bond or Assignment of Funds in the amount of 10% of the contract value to guarantee project completion and site restoration work is required. An insurance certificate that names "Kitsap County" as additional insured in the amounts specified in the Project Requirements section must also be received and approved by the Kitsap County Risk Management office prior to starting of work.

INSURANCE

a. **Workers' Compensation and Employer's Liability:** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the OWNER. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

b. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than Two Million Dollars (\$2,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than Five Million Dollars (\$5,000,000.00).

The CONTRACTOR will provide Commercial General Liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage. Coverage shall include liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; or premises owned, leased, or used by the CONTRACTOR.

c. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles.

d. **Other Insurance Provisions**

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its elected and appointed officers, officials, employees and agents.

ii. The CONTRACTOR'S Commercial General Liability insurance shall include the OWNER, its officers, officials, employees and agents with respect to performance of services.

KITSAP COUNTY BID #2009-114

iii. The CONTRACTOR'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as additional insured.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.

v. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced as well as the verification sent to the OWNER.

e. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

f. The CONTRACTOR shall furnish the OWNER with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section within ten (10) calendar days after the effective date of the contract. The certificate will at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.

ii. The CONTRACTOR shall furnish the OWNER with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the OWNER as an additional insured or an Additional Insured Endorsement page.

iii. Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

iv. The CONTRACTOR shall request that their Washington State Department of Labor and Industries, Workers Compensation Representative send written verification to Kitsap County that CONTRACTOR is currently paying Workers Compensation within ten (10) calendar days after the effective date of the Contract.

v. Written notice of cancellation or change shall be mailed to the OWNER at the following address:

KITSAP COUNTY BID #2009-114

Attn: Risk Manager
Department of Administrative Services
614 Division Street
Port Orchard, Washington 98366

vi. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.