KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
HOLT SERVICES INC
10621 TODD RD E

EDGEWOOD, WA 98372 United States
Fax: (253) 6044063

SHIP TO:
KC DOT RENTON ROADS
155 MONROE AVE NE, RSD-TR-0100
RENTON, WA 98056

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT

CONTRACT NO.	REVISION	PAGE
5640698	0	1 of 1

CREATION DATE	BUYER
18-DEC-2013	PAUL RUSSELL
DATE OF REVISION	BUYER

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
523592	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Best Way	Telephone: (253) 6044878

DESCRIPTION

Contract Agreement

Subsurface drilling, sampling, testing and installation of instrumentation wells and/or monitoring wells for geotechnical exploration, on an as-needed basis per specifications and Terms and Conditions in ITB 1247-13-PCR.

Holt is the Second award and will be the Second called for drilling work except when the work specifically requires Sonic drilling they will be called First.

Contract term is December 17, 2013 through December 16, 2018 unless terminated per Section 3.6 Termination For Convenience/Default/Non-appropriation.

Individual standard purchase orders with unique purchase order numbers, referencing this Contract 5640698 will be issued. All invoices must reference the individual standard purchase order number, and not just the contract number.

Authorized Signature

original 5640698

Invitation to Bid

King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: OCTOBER 29, 2013

Invitation to Bid (ITB) Title:	**Drill, Sample & Install Instruments for Geotechnical Investigations**
ITB Number:	**1247-13-PCR**
Due Date:	**November 14, 2013- 2:00 p.m.**
Buyer:	Paul Russell, paul.russell@kingcounty.gov, 206-263-9317
Alternate Buyer:	Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Furnish drilling, sampling & installation of instruments for geotechnical investigations as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

NO - PRE-BID CONFERENCE	Sealed Bids are hereby solicited and will only be received by: King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name: Holt Services Inc

Address: 10621 Todd Rd E	City/State /Postal Code: Edgewood WA 98372	
Signature:	Print name and title: Dale Abernathy - Operations Mngr	
Email: dabernathy@holtservicesinc.com	Phone: 253 604-4878	Fax: 253 604 4063

SCS/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

The County will evaluate Contractor's proposed equipment and reserves the right to inspect and reject equipment not deemed suitable for individual Price Schedules.

Regardless of the number of drill rigs and transport vehicles proposed for a particular Attachment A, Price Schedule, Contractor shall only complete one Price Schedule for each type of drilling. Proposed rates will apply for all drill rigs and transport vehicles proposed under a particular Price Schedule.

6.7 Bidder's Contact Information

Physical Address: 10621 Todd Rd E, Edgewood WA 98372

Mailing Address: same

Contact Person: Dale Abernathy

Email: sk@holtservicesinc.com

Phone (Local/Toll Free): 253 604 4878

Fax (Local/Toll Free): 253 604 4063

UBI No.: 602 690 511

Washington State Contractor's License (if applicable): HOLTSSI898JG

Hours and days of operation: **Hours:** 7:30 a.m. to 5:00 p.m. **Days:** Mon to Fri

6.8 Remit Address (where payment will be mailed):

10621 Todd Rd E
Edgewood WA 98372

6.9 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- An invoice is received prior to receiving goods ordered.

N/A **Prompt pay discount offered** _____ % - _____ **Days, Net** _____

6.10 References

List the names and addresses of at least four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid.**

Company Name:	Hart Crowser 1
Address:	1700 Westlake Ave North
Phone:	206 324 9530
Contact:	Scott Wright
Type of Work Performed	drilling Services soil boring monitoring wells
Duration of Work	On-going
Dates:	11-01-12 thru Current
Company Name:	Robinson-Noble
Address:	3011 South Huson St, Ste A Tacoma 98409
Phone:	253 475 7711
Contact:	John Hildenbrand
Type of Work Performed	drilling services - soil boring Monitor wells
Duration of Work	On-going
Dates:	11-01-12 to Current
Company Name:	Aspect Consulting
Address:	350 Madison Ave N, Bainbridge Island 98110
Phone:	206 780-7714
Contact:	William (Chip) Goodhue
Type of Work Performed	drilling services soil boring monitoring wells
Duration of Work	On-going
Dates:	11-01-12 - Current
Company Name:	Golder Associates
Address:	18300 NE Union Hill Rd, Ste 200 Redmond 98052
Phone:	425-883 0777
Contact:	~~Jill~~ Jill DeKoekKoek
Type of Work Performed	drilling services soil borings monitoring wells
Duration of Work	On-Going
Dates:	11-01-12 to Current

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #1: Truck Mounted Drilling - Hollow Stem Auger Drilling

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup (**Truck Mounted)**	Lump Sum	10	$ 400.00	$ 4,000.00
2	Drilling 4" I.D. Hollow-Stem Auger (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	500	$ 17.50	$ 8,750.00
3	Drilling 4" I.D. Hollow-Stem Auger (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 20.00	$ 2,000.00
4	Drilling 4" I.D. Hollow-Stem Auger (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 20.00	$ 6,000.00
5	Drilling 4" I.D. Hollow-Stem Auger (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 25.00	$ 2,500.00
6	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 5.00	$ 2,750.00
7	Extra SPT Sample	Each	40	$ 30.00	$ 1,200.00
8	Shelby Tube Samples (includes tube and caps)	Each	5	$ 50.00	$ 250.00
9	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 50.00	$ 250.00
10	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 22.50	$ 5,625.00
11	Install [2] Slope Inclinometers	Lineal Foot	200	$ 32.50	$ 6,500.00
12	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
13	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
14	County Authorized Stand-by of Drilling Equipment and Crew	Per Hour	20	$ 200.00	$ 4,000.00
				Total Bid Schedule 1	**$ 45,712.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 1 for determination of Low Bid	**$ 65,175.00**

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #2: *Track* Mounted Drilling - Hollow Stem Auger Drilling

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup (**Track Mounted**)	Lump Sum	10	$ 650.00	$ 6,500.00
2	Drilling 4" I.D. Hollow-Stem Auger (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 20.00	$ 2,000.00
3	Drilling 4" I.D. Hollow-Stem Auger (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 22.50	$ 2,250.00
4	Drilling 4" I.D. Hollow-Stem Auger (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 22.50	$ 6,750.00
5	Drilling 4" I.D. Hollow-Stem Auger (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 27.50	$ 2,750.00
6	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 5.00	$ 2,750.00
7	Extra SPT Sample	Each	40	$ 40.00	$ 1,600.00
8	Shelby Tube Samples (includes tube and caps)	Each	5	$ 50.00	$ 250.00
9	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 50.00	$ 250.00
10	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 22.50	$ 5,625.00
11	Install [2] Slope Inclinometers	Lineal Foot	200	$ 32.50	$ 6,500.00
12	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
13	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
14	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 250.00	$ 5,000.00
				Total Bid Schedule 2	**$ 44,112.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 2 for determination of Low Bid	**$ 63,575.00**

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #3: Truck Mounted Drilling - Mud Rotary Drilling

1	Mobilization/Demobilization & Cleanup (**Truck Mounted**)	Lump Sum	10	$ 400.00	$ 4,000.00
2	Drilling 4" I.D. Mud Rotary Drilling (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	500	$ 17.50	$ 8,750.00
3	Drilling 4" I.D. Mud Rotary Drilling (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 20.00	$ 2,000.00
4	Drilling 4" I.D. Mud Rotary Drilling (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 20.00	$ 6,000.00
5	Drilling 4" I.D. Mud Rotary Drilling (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 25.00	$ 2,500.00
6	Casing Installation (In addition to cost per foot for drilling)	Per Hour	30	$ 200.00	$ 6,000.00
7	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 5.00	$ 2,750.00
8	Extra SPT Sample	Each	40	$ 30.00	$ 1,200.00
9	Shelby Tube Samples (includes tube and caps)	Each	5	$ 50.00	$ 250.00
10	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 50.00	$ 250.00
11	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 22.50	$ 5,625.00
12	Install [2] Slope Inclinometers	Lineal Foot	200	$ 32.50	$ 6,500.00
13	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
14	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
15	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 200.00	$ 4,000.00
				Total Bid Schedule 3	**$ 51,712.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 3 for determination of Low Bid	**$ 71,175.00**

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #4: *Track* Mounted Drilling - Mud Rotary Drilling

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup (**Track Mounted**)	Lump Sum	10	$ 650.00	$ 6,500.00
2	Drilling 4" I.D. Mud Rotary Drilling (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	500	$ 20.00	$ 10,000.00
3	Drilling 4" I.D. Mud Rotary Drilling (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 22.50	$ 2,250.00
4	Drilling 4" I.D. Mud Rotary Drilling (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 22.50	$ 6,750.00
5	Drilling 4" I.D. Mud Rotary Drilling (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 27.50	$ 2,750.00
6	Casing Installation (In addition to cost per foot for drilling)	Per Hour	30	$ 250.00	$ 7,500.00
7	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 5.00	$ 2,750.00
8	Extra SPT Sample	Each	40	$ 40.00	$ 1,600.00
9	Shelby Tube Samples (includes tube and caps)	Each	5	$ 50.00	$ 250.00
10	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 50.00	$ 250.00
11	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 22.50	$ 5,625.00
12	Install [2] Slope Inclinometers	Lineal Foot	200	$ 32.50	$ 6,500.00
13	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
14	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
15	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 250.00	$ 5,000.00
				Total Bid Schedule 4	**$ 59,612.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 4 for determination of Low Bid	**$ 79,075.00**

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #5: Truck Mounted Drilling [Becker, Sonic, or Odex drill methods]

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup (**Truck Mounted**)	Lump Sum	10	$ 750.00	$ 7,500.00
2	Drilling Complete (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	500	$ 50.00	$ 25,000.00
3	Drilling Complete (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 60.00	$ 6,000.00
4	Drilling Complete (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 55.00	$ 16,500.00
5	Drilling Complete (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 65.00	$ 6,500.00
6	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 10.00	$ 5,500.00
7	Extra SPT Sample	Each	40	$ 125.00	$ 5,000.00
8	Shelby Tube Samples (includes tube and caps)	Each	5	$ 150.00	$ 750.00
9	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 150.00	$ 750.00
10	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 35.00	$ 8,750.00
11	Install [2] Slope Inclinometers	Lineal Foot	200	$ 45.00	$ 9,000.00
12	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
13	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
14	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 500.00	$ 10,000.00
				Total Bid Schedule 5	**$103,137.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 5 for determination of Low Bid	**$122,600.00**

Designate the drill method which is applicable by marking an "X" under the appropriate heading.	Odex	Sonic	Becker
		X	

Fill in only cells in blue all others are locked

For Schedules 1-7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #6: *Track* Mounted Drilling [Becker, Sonic, or Odex drill methods]

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup (**Track Mounted**)	Lump Sum	10	$ 750.00	$ 7,500.00
2	Drilling Complete (0 to 50' depth with SPT Values ≤50 blows/foot)	Lineal Foot	500	$ 50.00	$ 25,000.00
3	Drilling Complete (50 to 100' depth with SPT Values ≤50 blows/foot)	Lineal Foot	100	$ 60.00	$ 6,000.00
4	Drilling Complete (0 to 50' depth with SPT Values >50 blows/foot)	Lineal Foot	300	$ 55.00	$ 16,500.00
5	Drilling Complete (50 to 100' depth with SPT Values >50 blows/foot)	Lineal Foot	100	$ 65.00	$ 6,500.00
6	Backfill of Test Borings not Completed as Wells	Lineal Foot	550	$ 10.00	$ 5,500.00
7	Extra SPT Sample	Each	40	$ 125.00	$ 5,000.00
8	Shelby Tube Samples (includes tube and caps)	Each	5	$ 150.00	$ 750.00
9	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 150.00	$ 750.00
10	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 35.00	$ 8,750.00
11	Install [2] Slope Inclinometers	Lineal Foot	200	$ 45.00	$ 9,000.00
12	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
13	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
14	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 500.00	$ 10,000.00
				Total Bid Schedule 6	**$103,137.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 6 for determination of Low Bid	**$122,600.00**

Designate the drill method which is applicable by marking an "X" under the appropriate heading.	Odex	Sonic	Becker
		X	

Fill in only cells in blue all others are locked

For Schedules #1-#7
Assume 5 to 10 projects per Schedule totaling:
- [10] borings to 25', [6] borings to 50', [2] borings to 75', [3] borings to 100'
- [5] Piezometers will be constructed including: [2] at 25', [2] at 50' and [1] at 100'
- [2] Slope Inclinometers will be constructed at 100' each

Schedule #7: Low-Overhead Track Mounted Drilling Hollow-stem or Mud Rotary

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup	Lump Sum	5	$ 650.00	$ 3,250.00
2	Drilling Complete (0 to 100' depth) Note: this is per Hour	Per Hour	150	$ 250.00	$ 37,500.00
3	Backfill of Test Borings not Completed as Wells Note: this is per Hour	Per Hour	150	$ 250.00	$ 37,500.00
4	Extra SPT Sample	Each	40	$ 40.00	$ 1,600.00
5	Shelby Tube Samples (includes tube and caps)	Each	5	$ 50.00	$ 250.00
6	2.5" O.D. Ring Sample (12" min. length, includes rings)	Each	5	$ 50.00	$ 250.00
7	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	250	$ 15.00	$ 3,750.00
8	Install [2] Slope Inclinometers	Lineal Foot	200	$ 22.50	$ 4,500.00
9	Install Inclinometer Casing Anchors	Each	5	$ 235.00	$ 1,175.00
10	Install Inclinometer Casing Centralizers	Each	15	$ 47.50	$ 712.50
11	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	20	$ 250.00	$ 5,000.00
				Total Bid Schedule 7	**$ 95,487.50**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 7 for determination of Low Bid	**$114,950.00**

Fill in only cells in blue all others are locked

Assume 3 to 5 projects totaling
- [10] borings at 20' to 30'
- [2] piezometers will be constructed at 30' each

Schedule #8: Portable Drilling Equipment - [Acker, Soil Mechanic or Approved Equal]

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Mobilization/Demobilization & Cleanup	Lump Sum	5		$ -
2	Hollow-Stem Auger Drilling and SPT Sampling (Nominal 2 3/8" I.D) (0 to 30' depth or refusal)	Per Hour	100		$ -
3	Backfill of Test Boring	Per Hour	100		$ -
4	Install [5] 2" Diameter PVC Piezometers	Lineal Foot	60		$ -
5	Stand-by of Drill Rig & Equipment (Hourly Rates for Drill Crew Additional Services on **Price Schedule#9**)	Per Hour	10		$ -
				Total Bid Schedule 8	**$ -**
				Total Bid Schedule 9	**$ 19,462.50**
				TOTAL Schedule 8 for determination of Low Bid	**$ 19,462.50**

Designate the drill method which is applicable by marking an "X" under the appropriate heading.	Soil Mechanic	Aker	Approved Equal

Fill in only cells in blue all others are locked

Schedule #9: Additional Equipment, Materials & Services (Applicable to Price Schedules #1 - #8)

#	Description	Unit	Est Qty	Unit Price	Extended Price
1	Driller for Stand-by & Additional Services	Per Hour	25	$ 60.00	$ 1,500.00
2	Driller's Helper for Stand-by & Additional Services	Per Hour	25	$ 45.00	$ 1,125.00
3	State Issued Start Card for Geotechnical Exploration	Each	10	$ 25.00	$ 250.00
4	State Issued Authorization for Well Construction	Each	5	$ 65.00	$ 325.00
5	Mobilization/Demobilization & Cleanup for Well Decommissioning	Each	5	$ 400.00	$ 2,000.00
6	Equipment and Personnel (Complete) for Well Decommissioning (No Pressure Grouting Required)	Per Hour	25	$ 150.00	$ 3,750.00
7	55 Gallon Drum for Temporary Site Storage of Drill Spoils	Each	40	$ 50.00	$ 2,000.00
8	Remove 55 Gallon Drums from Site and Dispose of Spoils (non-hazardous materials)	Each	20	$ 135.00	$ 2,700.00
9	Pick-up Truck for Additional Services	Per Hour	20	$ 65.00	$ 1,300.00
10	Flat Bed/Sevice Truck for Additional Services	Per Hour	25	$ 115.00	$ 2,875.00
11	Silica Sand - Minimum 50 lb. Bag	Each	10	$ 25.00	$ 250.00
12	Bentonite Chips or Powder - Minimum 50 lb. Bag	Each	80	$ 15.00	$ 1,200.00
13	Quick-Set or Ready Mix Concrete - Minimum 50 lb. Bag	Each	15	$ 7.50	$ 112.50
14	Cold-mix Asphalt - Minimum 50 lb. Bag	Each	5	$ 15.00	$ 75.00
				Total Bid Schedule 9	**$ 19,462.50**

Instructions

1 Fill in for each drill rig and transport vehicle.
2 If bidder has more than one piece of equipment that may be used per schedule, information for the alternate equipment shall be shown by adding lines under the applicable Schedule

Schedule		
1	**Truck Mounted Drilling - Hollow Stem Auger Drilling**	
	Drill Rigs	
	manufacturer	Mobile Drill - CME
	model number	B-59 - 85
	model year	2010 - 2013
	Transport Vehicles	
	manufacturer	
	model number	
	model year	
Schedule		
2	**Track Mounted Drilling - Hollow Stem Auger Drilling**	
	Drill Rigs	
	manufacturer	LDS
	model number	75 HT CC
	model year	2013
	Transport Vehicles	
	manufacturer	
	model number	
	model year	
Schedule		
3	**Truck Mounted Drilling - Mud Rotary Drilling**	
	Drill Rigs	
	manufacturer	Mobile Drill - CME
	model number	B-59 - 85
	model year	2010 - 2013
	Transport Vehicles	
	manufacturer	
	model number	
	model year	
Schedule		
4	**Track Mounted Drilling - Mud Rotary Drilling**	
	Drill Rigs	
	manufacturer	LDS
	model number	75 HT CC
	model year	2013
	Transport Vehicles	
	manufacturer	
	model number	
	model year	
Schedule		
5	**Truck Mounted Drilling - [Becker, Sonic, or Odex Drill Methods]**	
	Drill Rigs	
	manufacturer	
	model number	
	model year	
	Transport Vehicles	
	manufacturer	
	model number	
	model year	

Schedule 6 — Track Mounted Drilling - [Becker, Sonic, or Odex Drill Methods]

Drill Rigs

manufacturer	Terra Sonic
model number	150 CC
model year	2013

Transport Vehicles

manufacturer	
model number	
model year	

Schedule 7 — Low-Overhead Track Mounted Drilling Hollow-stem or Mud Rotary

Drill Rigs

equipment type	Auger/Mud Rotary/Core
manufacturer	LDS
model number	75 HT CC
model year	2013

Transport Vehicles

manufacturer	
model number	
model year	

Schedule 8 — Portable Equipment Drilling - [Acker, Soil Mechanic or Approved Equal]

Portable Equipment

equipment type	
manufacturer	
model number	
model year	

Transport Vehicles

equipment type	
manufacturer	
model number	
model year	

Invitation to Bid

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: OCTOBER 29, 2013

Invitation to Bid (ITB) Title:	**Drill, Sample & Install Instruments for Geotechnical Investigations**
ITB Number:	**1247-13-PCR**
Due Date:	**November 14, 2013- 2:00 p.m.**
Buyer:	Paul Russell, paul.russell@kingcounty.gov, 206-263-9317
Alternate Buyer:	Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Furnish drilling, sampling & installation of instruments for geotechnical investigations as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

NO - PRE-BID CONFERENCE	Sealed Bids are hereby solicited and will only be received by: King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name		
Address	City/State /Postal Code	
Signature	Print name and title	
Email	Phone	Fax
SCS/DBE Certification Number		

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The **original and three (3) copy(s) of** this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://www.kingcounty.gov/procurement. Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

King County Procurement Services features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full

registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they 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. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at http://www.kingcounty.gov/procurement/faq, Suppliers web page.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at http://www.kingcounty.gov/BDCC or contacting the Program office at 206-263-9734.

2.5 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 *
- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.7 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.8 Public Disclosure of Bids

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.9 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is affected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between

the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manger. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in this section shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of $500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than $500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

3.16 Environmentally Preferable Product Procurement Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

   When the contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at http://www.kingcounty.gov/procurement/forms, Equal Benefits web page.

D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at http://www.kingcounty.gov/bdcc.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.21 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.22 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered

transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.24 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $150,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The term of this Contract will **be five (5) years**, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.6 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.7 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written

notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.8 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

4.9 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.10 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The

Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.11 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $2,000,000 aggregate limit;

Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: $1,000,000

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

4.12 Prevailing Wages

King County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

A. State of Washington prevailing wage rates published by the Washington State Department of L&I are obtainable form the L&I website address:

- https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

B. This project is located in King County; therefore, the King County wage rates must be used.

C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Procurement offices located at 401 Fifth Avenue, Third Floor, Seattle, WA 98104-1818. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

SECTION 5 Technical Specifications

5.1 Introduction of Specifications

The County intends to select multiple Contractors to perform subsurface drilling, sampling, testing and installation of instrumentation wells and/or monitoring wells for geotechnical exploration, on an as-needed basis.

5.2 County Responsibility

A. Mark test boring locations, schedule and coordinate utility clearances, obtain necessary access permits, and provide traffic control.

B. Any necessary site grading for access to drill sites, installation of erosion control measures and/or replanting of vegetation.

C. Provide project specific details for Contractor's use in preparing a Price Estimate, based on applicable Price Schedules, and project schedule. Details will include site location, type of drilling to be performed, planned number and depth of borings, instrumentation wells or monitoring wells, and desired start date for the work.

D. Meet at the site, if specifically requested, to allow Contractor an opportunity to evaluate site conditions and equipment requirements.

E. Provide written acceptance of Contractors project specific price estimate and agreed upon project schedule.

F. Determine sequence for completion of borings, required sampling methods and intervals, and termination depth of borings based on actual field conditions.

G. Determine whether borings will include instrumentation wells or monitoring wells. Inform Contractor of instrumentation well (inclinometer) or monitoring well casing installation depth, and monitoring well screen depth and length.

5.3 Contractor's Responsibility - General

A. Response Time

1. Contractor shall provide a Price Estimate based on the applicable Price Schedules. The Price Estimate shall be provided within the time constraints requested by the County in the initial request for service. Start of service will be agreed upon based on the project schedule.

2. Contractor is expected to provide services on an emergency basis for projects where damage to life or property may be imminent due to environmental or other unanticipated conditions. Contractor shall respond within 24 hours after receipt of an order for emergency services.

B. General Contract Performance Requirements

1. Work shall be performed under the direct on-site supervision of the Contractors Washington State Licensed Driller (WAC 173-162) and other applicable regulations.

2. Work associated with geotechnical soil borings, instrumentation wells and monitoring wells shall be performed in accordance with Local, State and Federal regulations.

3. Responsible for notification to Washington State Department of Ecology, filing for and obtaining necessary drilling permits and well tags, and submittal of test boring data to Washington State Department of Ecology.
4. Notify County immediately if subsurface conditions prevent drilling, sampling or well construction to the desired depth.
5. Sampling, testing and instrument installation shall be performed at intervals and depths designated by the County based on actual field conditions.
6. Samplers shall be carefully removed from the boring, opened and provided to the County.
7. Work areas shall be left clean and free of debris from drilling and well installation operations.

C. Mobilization/Demobilization and Cleanup

Unit prices shown on the applicable Price Schedules shall apply for any site within a 20 mile radius of:

King County Materials Laboratory
155 Monroe Avenue NE, Renton, WA, 98056.

Payment for projects within a 20 mile radius will be compensated as described below. Contractor will be compensated based upon the applicable Price Schedule for additional Mobilization/Demobilization associated with travel to and from projects beyond a 20 mile radius.

1. Single-day projects

   Contractor shall be paid one Mobilization/Demobilization and Cleanup fee per project.

2. Multi-day projects

   Contractor shall be paid a total of one Mobilization/Demobilization and Cleanup fee for associated work performed on the first and last day of the project. Contractor will be compensated for additional days based on either the contracted price for:

   a. Mobilization/Demobilization and Cleanup where all equipment shall be removed from the site and return to Contractor's office/yard, i.e. road closure work or unsecure sites. Contractor shall be paid one Mobilization/ Demobilization and Cleanup fee each day as approved by the County in the project price estimate.

   OR

   b. Equipment may remain in place overnight at the project site or nearby alternate location; and unit prices in the applicable Price Schedules will apply for additional personnel and equipment travel, as approved by the County in the project price estimate. Compensation for approved additional travel costs will be based on Standard hourly rates with no increase due to Over-time or Holidays.

D. Labor (See Subsection 4.12 Prevailing Wage)

1. Work Hours

   Unless otherwise approved by the County, the Standard work day shall not exceed eight (8) hours of drilling or other site activities, and will occur during daylight hours.

The Standard work-day may be reduced or otherwise modified by the County due to specific site conditions, traffic control, noise ordinances or other unforeseen conditions. Contractor will be compensated for County imposed work hour modifications resulting in an onsite work day of less than eight (8) hours based upon applicable Price Schedule rates.

2. Overtime, Weekend and Holidays

   Contractor shall receive additional compensation for overtime, weekend and holiday work specifically requested by the County. The additional compensation will only apply to on-site personnel time while Contractor is actively performing work shown on the applicable Price Schedules.

   a. Overtime and Weekend Work
      Overtime Work is applicable to authorized time <u>on site</u> in excess of ten (10) hours per day Monday through Friday. Weekend Work is applicable to authorized time <u>on site</u> on Saturday or Sunday. The Contractor will receive additional compensation equal to 0.5 times the Price Schedule personnel hourly rate for authorized Overtime and Weekend Work. The increase will be applicable to authorized work performed on either an hourly or unit price basis.

   b. Holiday Work
      Holiday Work is applicable to authorized time on site for Holidays recognized and observed by the County. The Contractor will receive additional compensation equal to 1.0 times the Price Schedule personnel hourly rate for authorized Overtime and Weekend Work. The increase will be applicable to authorized work performed on either an hourly or unit price basis.

3. Standby Time

   If the County specifically requests the Contractor to temporarily stop work while on site, the Contractor will be compensated for the stoppage at the hourly rates designated in the applicable Price Schedule.

5.4 Contractor's Responsibility – <u>Drilling and Sampling</u>

A. Drilling (Geotechnical Soil Boring)

1. Perform drilling using the method(s) requested by the County and detailed in the project specific Price Estimate.

2. The applicable price per hour or price per foot listed under "Drilling" shall be all inclusive for supervision, labor, equipment and materials not specifically listed for separate payment in this Specification section. Prices per hour or per foot shall include, but are not limited to:

   Initial set-up at each boring location on site, drilling or coring through surface pavements up to 12" thick, standard SPT sampling (5' intervals), boring advancement, wear of drill bits and teeth, repairs to surface pavements, site clean-up, and up to 15 minutes for travel between borings.

3. Separate payment will be made based on the applicable Price Schedule unit prices for DOE start cards, well permits, bentonite or other slurry materials used during

drilling, backfill materials for borings not completed as wells, materials required to repair pavement surfaces and travel in excess of 15 minutes between borings.

B. Casing Installation for Boring Advancement

Casing shall be installed as necessary to facilitate boring advancement. Installation of casing will be paid as follows:

1. Casing installation is not applicable for **Price Schedules #1, #2 and #8**.
2. Casing Installation for Price
   a. **Price Schedule #3** (Mud Rotary Drilling – Truck Mounted Drill Rig) and **Price Schedule #4** (Mud Rotary Drilling – Track Mounted Rig) will be paid on an hourly basis.
   b. Drilling through casing for **Price Schedules #3 and #4** will be paid on a lineal foot basis.
3. Casing installation for the following shall be included in the "hourly" or "lineal foot" cost for Drilling. No separate payment will be made for casing installation or drilling through casing.
   a. **Price Schedule #5** (Becker, Sonic or Odex Drilling – Truck Mounted Drill Rig),
   b. **Price Schedule #6** (Becker, Sonic or Odex Drilling – Track Mounted Drill Rig)
   c. **Price Schedule #7** (Low Overhead Track Mounted Drill Rig for Hollow-stem or Mud Rotary Drilling).

C. Soil Sampling and Testing

1. Standard Penetration Test (SPT) and Split Barrel Sampling of Soils shall be performed according to ASTM D1586. The SPT will be the standard method of soil sampling and testing unless the alternate methods listed below are specifically requested by the County.
   a. SPT tests and samples shall be performed at 5' intervals. Sample catcher baskets shall be used for all SPT tests unless otherwise directed by the County.
   b. Down-the-hole hammers are not allowed for use in performing Standard Penetration Tests. With the exception of work performed using Portable Drilling Equipment (**Price Schedule #8**), only automatic hammers shall be used for SPT sampling and testing unless alternate methods are approved by the County.
   c. For each automatic hammer used in the performance of this contract for work covered by **Price Schedules #1 through #7**, calibration to determine specific system efficiencies shall have been developed in general accordance with ASTM D4945 for dynamic analysis of driven piles or other accepted procedures. The hammer efficiency tests shall have been performed and the report prepared within 3 years of the date of Contract award, and shall be signed and sealed by a Washington State Licensed Engineer.
   d. Pricing for SPT sampling and testing at the standard specified intervals shall be included in the price per foot or hour (as applicable) for drilling. Additional SPT

sampling and testing shall be performed as requested by the County and paid based on unit prices in the appropriate Price Schedule.

2. Thin Wall, Tube Sampling (Shelby Tube) of Soils for Geotechnical Purposes shall be performed according to ASTM D1587 as an alternate method of sampling when requested by the County.

   Shelby Tube sampling shall be paid based on unit prices in the appropriate Price Schedule.

3. Thick Wall, Ring-Lined, Split Barrel, Drive Sampling (Ring Sampling) of Soils shall be performed according to ASTM D 3550 as an alternate method of sampling when requested by the County.

   Ring Sampling shall be paid based on unit prices in the appropriate Price Schedule.

5.5 Contractor's Responsibility – <u>Instrumentation</u>

A. Piezometers (Monitoring Well)

1. Piezometers shall be constructed in accordance with Washington Department of Ecology (DOE) and other applicable government regulations. County will provide design input on construction of Piezometers, specifically regarding the depth, screened interval, filter media and seals.
2. Piezometers will be constructed using Schedule 40 PVC (2" diameter) pipe and slotted well screen with openings of 0.020". Prior to installing PVC casing or well screen, boring shall be thoroughly purged of drill fluids using clean, potable water. The top end of piezometer casing shall terminate within the well cover monument and be cut perpendicular to the casing axis.
3. Contractor shall provide and install locking water-tight caps on the top of all monitoring well casings. Contractor is not responsible for providing locks or keys for the caps.
4. All piezometers shall be completed using flush-mounted, traffic rated well cover monuments, unless otherwise directed by the County. The monuments shall be an 11" x 8" Locking Clean-out Ring and Cover from **Olympic Foundry part #M1025** (no substitution).
5. The applicable unit price per foot listed in the Price Schedules for installation of monitoring wells shall be all inclusive for supervision, labor, equipment and the following materials:
   a. Casing and couplers, well screen, initial purging, locking well caps, well cover monument and repairs to surface pavements.
   b. Restoration of surface pavements is considered incidental to monitoring well construction and no separate payment will be made for labor and equipment
6. Unit prices submitted with the applicable **Price Schedule #9** will be paid for DOE start cards, well permits/tags, bentonite, grout, filter materials, and asphalt or concrete patching materials.

B. Slope Inclinometers (Instrumentation Well)

1. The installation of Slope Inclinometers shall be in accordance with ASTM D6230-98 Standard Test Method for Monitoring Ground Movement Using Probe-Type

Instruments. The County will provide installation input on construction of Slope Inclinometers, specifically regarding the depth and orientation of the casing.

2. Inclinometers shall be constructed using 2.75" outside diameter QC casing supplied by the **Slope Indicator Company** (no substitution). The Inclinometer casing shall have flush joints and be sealed with an O-Ring to prevent grout intrusion. Couplings shall be built-in and snap together. Grout placed around Slope Inclinometer casing shall be mixed and placed according to methods and proportions recommended by the **Slope Indicator Company** (no substitution).
3. Inclinometer casing shall be installed with the long axis in a vertical position by filling the casing with clean, potable water and using anchors to counteract buoyancy. Anchors shall be **Slope Indicator Company - part #51104370** (no substitution). Pushing or holding down casing from at or near the top to counteract buoyancy is not acceptable.
4. Centralizers shall be installed at 10' intervals along the vertical axis of the casing to reduce spiraling and/or bending. Centralizers shall be **Slope Indicator Company - part #60101032** (no substitution).
5. The top end of the inclinometer casing shall be cut perpendicular to the casing axis. Contractor shall thoroughly purge inclinometer casing after installation until it is free of grout, sediments or other foreign materials. The inclinometer casing shall be filled with clean, potable water after installation and purging are complete.
6. Contractor shall provide and install locking water-tight caps on the top of all instrumentation well casings. Contractor is not responsible for providing locks or keys for the caps.
7. All instrumentation wells shall be completed using flush-mounted, traffic rated well cover monuments, unless otherwise directed by the County. The monuments shall be an 11" x 8" Locking Clean-out Ring and Cover from **Olympic Foundry - part #M1025** (no substitution).
8. The applicable unit price per foot listed for installation of instrumentation wells (inclinometers) shall be all inclusive for supervision, labor, equipment and the following materials:

    a. Casing and couplers, well screen, initial purging, locking well caps, well cover monument and repairs to surface pavements.
    b. Restoration of surface pavements is considered incidental to monitoring well construction and no separate payment will be made for labor and equipment

    Unit prices submitted with the applicable **Price Schedule #9** will be paid for DOE start cards, well permits/tags, bentonite, grout, filter materials, and asphalt or concrete patching materials.

5.6 Contractor's Responsibility – <u>After Drilling</u>

A. Test Boring Completion

1. Backfill of test borings not to be completed as monitoring or instrumentation wells shall be performed in accordance with regulatory requirements.
2. Contractor shall restore surface pavements to match existing conditions in accordance with County standards and as directed by the County.

3. Work areas shall be left clean and free of debris from drilling and well installation operations.
4. Supervision, labor and equipment to complete and backfill test borings not requiring construction of monitoring or instrumentation wells will be paid per "lineal foot" or "hourly" as listed in the applicable Price Schedule under "Backfill of Test Boring". Restoration of surface pavements is considered incidental to backfill of test borings and no separate payment will be made for labor and equipment. Separate payment will be made for bentonite used to backfill borings and materials required to repair pavement surfaces based on unit prices from **Price Schedule #9**.

B. Disposal of Drill Spoils

Drilling spoils remaining after backfill of borings shall be placed in 55 gallon drums provided by the Contractor or spread at the site as directed by the County.

At the option of the County, disposal of drilling spoils placed in 55 gallon drums will be paid as shown below.

1. Contractor shall seal the drums, haul them away and dispose of their contents according to regulatory requirements. The line item charge for Removal in **Price Schedule #9** would be paid to the Contractor.

OR

2. County Vactor truck will remove spoils from drums while they are temporarily stored on site. Contractor shall be responsible for cleaning and removal of drums emptied by Vactoring. The line item charge for Temporary Storage in **Price Schedule #9** will be paid to the Contractor and no payment will be made for Removal.

5.7 Contractor's Responsibility – Decommissioning

A. Decommissioning for Resource Protection Wells

Decommissioning of wells and geotechnical soil borings will be performed according to (WAC 173-160-460). For bidding purposes, Contractor shall assume wells were constructed according to (WAC 173-160) and have an inside casing diameter of 1" to 2.5". Decommissioning of wells with inside diameters less than 1" or greater than 2.5" and/or wells not originally constructed according to (WAC 173-160) will be priced as an additional service.

1. Wells with an inside casing diameter of 1" to 2.5" shall be filled from the bottom of the casing to the adjacent ground surface with bentonite, bentonite slurry, neat cement grout or neat cement. A determination of which materials are used to fill the casing shall be made by the Contractor's Licensed Driller based on an evaluation of field conditions and review of the drilling report (if available).
2. Payment for decommissioning of cased wells will be based on **Price Schedule #9** and include the following:
    a. A daily charge for Mobilization/demobilization and Cleanup for all personnel, equipment and materials necessary to decommission wells.
    b. An hourly charge for equipment and personnel to perform decommissioning and pavement repairs.
    c. Payment for materials based on unit costs for quantities actually used.

3. Backfill of geotechnical soil borings not completed as monitoring or instrumentation wells shall be performed in accordance with (WAC 173-160-460) and as described in Subsection 5.6.A. Test Boring Completion.

SECTION 6 Bid Response

6.1 Contract Award

Price Schedules contain details of the type and quantity of work that may be required and do not reflect actual projects. The Price Schedules are intended to allow the County to evaluate individual Contractors on a price basis. Up to three contracts (primary, secondary and tertiary) may be awarded for each Price Schedule to the lowest responsive/responsible bidders.

Price Schedule unit prices are to be considered full compensation to complete work associated with the described bid item.

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating "price in effect at the time of shipment" will not be accepted. Any bids with included bidders' Terms and Conditions may be determined to be non-responsive.

6.2 Rules of Price Evaluation

The scope of work, bid quantity and/or type of drilling to be performed is listed separately in Appendix A for each Price Schedule. Bidders may bid on any or all of the **Price Schedules #1 through #8** depending upon their capabilities and experience. Bidders shall provide pricing for all items in each chosen Price Schedule to be considered responsive.

The low, responsive/responsible bidder for each Price Schedule will be determined based on total price of that schedule, plus the total price from **Price Schedule #9**. A Contractor may be determined to be the low, responsive/responsible bidder on more than one Price Schedule:

Hollow Stem Auger Drilling

Price Schedule #1: Truck Mounted Drill Rig

Price Schedule #2: *Track Mounted* Drill Rig

Mud Rotary Drilling

Price Schedule #3: Truck Mounted Drill Rig

Price Schedule #4: *Track Mounted* Drill Rig

Becker, Sonic or Odex Drilling

Price Schedule #5: Truck Mounted Drill Rig

Price Schedule #6: *Track Mounted* Drill Rig

Portable and Special Access Equipment Drilling

Price Schedule #7: Low Overhead *Track Mounted* Drill Rig for Hollow-Stem or Mud Rotary Drilling

Price Schedule #8: Acker, Soil Mechanic or Approved Equal

Every bidder shall bid all items in Price Schedule #9 to be considered for evaluation. Price Schedule #9 includes equipment, labor and supplies that are common to the other eight Price Schedules and may be used along with any other Schedule.

Price Schedule #9: Additional Equipment, Materials & Services (Applicable to Price Schedules 1 through 8)

6.3 After Contract Award – procedure's for pricing actual work requested by the County

When selecting a contractor for a particular project:

A. Primary Contractor

1. The County will contact the Primary Contractor for the Price Schedule most applicable to the required services. The County will provide the Primary Contractor with project details regarding the schedule, number of test borings, preferred drilling method, approximate drilling depths, approximate sampling intervals, sampling method(s), types and number of instruments required, and other information deemed appropriate to describe the project site conditions and scope of work.

2. Primary Contractor shall submit a detailed, project-specific Price Estimate based upon the contracted rates for the appropriate Price Schedules from, Attachment A, the scope of work and the project scheduling constraints.

   The Primary Contractor shall submit the hammer efficiency report referenced in Subsection 5.4 C. Soil Sampling and Testing, 1.c. at the time a project-specific price estimate is submitted for work. A hammer efficiency report is not required for work associated with **Price Schedule #8** (Acker, Soil Mechanic or Approved Equal).

3. Work can proceed after the County has received and approved the Contractor's price estimate and hammer efficiency report(s).

B. Secondary and Tertiary Contractor

If the Primary Contractor is unable to perform the desired scope of work or meet project scheduling constraints, the County may request price estimates from the Secondary or Tertiary Contractors, in that order, per A.2. above. The same general process described above in A.2. for development and submittal of a price estimate by the Primary Contractor will be used for selection of the Secondary or Tertiary Contractor for a particular project.

6.4 Payment

Notwithstanding other provisions of this ITB (Subsection 3.3 Invoices and Payment), payment will be based upon the appropriate Price Schedule(s) for authorized services actually performed, up to the total dollar ($) amount of the approved project specific Price Estimate.

6.5 Additional Materials/Services

In the event any additional materials, instrumentation or services are needed to complete a project, the Contractor is required to notify the County of the additional requirements and provide a Price Estimate for signed approval. If the Contractor does not provide an approved Price for additional materials/services with the submitted invoice, no additional amount will be paid.

6.6 Information on Equipment Supplied on Attachment B

Contractor shall complete and include a copy of Attachment B, Equipment List with their bid. The information required by Attachment B shall be provided for each Drill Rig and Transport Vehicle for all Attachment A, Price Schedules, for which the Contractor submits a bid.

The Contractor may propose more than one drill rig for a particular Attachment A, Price Schedule by including additional entries for the appropriate Price Schedule on Attachment B.

The County will evaluate Contractor's proposed equipment and reserves the right to inspect and reject equipment not deemed suitable for individual Price Schedules.

Regardless of the number of drill rigs and transport vehicles proposed for a particular Attachment A, Price Schedule, Contractor shall only complete one Price Schedule for each type of drilling. Proposed rates will apply for all drill rigs and transport vehicles proposed under a particular Price Schedule.

6.7 Bidder's Contact Information

Physical Address: _____

Mailing Address: _____

Contact Person: _____

Email: _____

Phone (Local/Toll Free): _____

Fax (Local/Toll Free): _____

UBI No.: _____

Washington State Contractor's License (if applicable): _____

Hours and days of operation: **Hours**: _____ a.m. to _____ p.m. **Days**: _____ to _____

6.8 Remit Address (where payment will be mailed):

_____

_____

6.9 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - _____ Days, Net _____

6.10 References

List the names and addresses of at least four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid.**

Company Name:	
Address:	
Phone:	
Contact:	
Type of Work Performed	
Duration of Work	
Dates:	
Company Name:	
Address:	
Phone:	
Contact:	
Type of Work Performed	
Duration of Work	
Dates:	
Company Name:	
Address:	
Phone:	
Contact:	
Type of Work Performed	
Duration of Work	
Dates:	
Company Name:	
Address:	
Phone:	
Contact:	
Type of Work Performed	
Duration of Work	
Dates:	

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

Bid No.: **1247-13-PCR**

Bid Title: **Drill, Sample & Install Instruments for Geotechnical Investigations**

Due Date:

Vendor:

URGENT