

CONTRACT REVIEW SHEET

10-21-99A09127 REVD

A. GENERAL INFORMATION

1. Contractor ISLAND COUNTY PUBLIC WORKS ROADS DIVISION
2. Purpose INTER-LOCAL NON-BINDING AGREEMENT
3. Contract Amount N/A
4. Contract Term INDEFINITE (NOV 29 24)
5. Contract Administrator BILL PERRIN
Approved: [Signature] Department Head Date 8/18/99

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number M4 - KC-420-99 DE.
2. Fund/Organization Name
3. Payment from or Revenue to Organization/Account Number
4. Encumbered by N/A Nancy Abney Date 8/18/99

C. AUDITOR'S ACCOUNTING - GRANTS REVIEW

(No signature required if not grant funded.)
1. [ ] Approve [ ] Not Approve
Reviewer Date
2. Comments:

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. [ ] Approve [ ] Not Approve
Reviewer [Signature] Date 8/18/99
2. Comments:

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required [ ] Yes/Type of Statute [X] No
2. Public Works Project [ ] Yes [X] No
3. County Resolutions Compliance [ ] Yes [ ] No [X] N/A
4. [X] Approve [ ] Not Approve
Reviewer [Signature] Date 8-10-99
5. Comments:

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

Contract Administrator [Signature] Date 7/21/99
Date Approved by County Commissioners

RETURN SIGNED ORIGINALS TO: [Address]

**ISLAND COUNTY**

Public Works Department (Roads Division)

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**Agreement Number RM-PW-992032

THIS AGREEMENT is entered into on October 11, 1999 between the County of Kitsap and Island County, both political subdivisions of the State of Washington, and pursuant to Chapter 39.34 RCW and to other applicable laws, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

- 1) This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by either entity.
- 2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, supplier or service provider.
- 3) Each of the parties is solely responsible for complying with all applicable laws and regulations governing its own purchases.
- 4) Each of the parties shall contract directly with the bidder, contractor, supplier or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
- 5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
- 6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties and any applicable bidder, contractor, supplier or service provider.
- 7) The Public Works Director of Island County and the Purchasing Director of the County of Kitsap shall be representatives of the entities for the purpose of carrying out the terms of this Agreement.
- 8) The parties shall not acquire any jointly held property to fulfill this agreement.
- 9) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED this 11th day of  
OCTOBER, 1999.

APPROVED this 24 day of  
Sept., 1999.

ISLAND COUNTY

COUNTY OF KITSAP

Mike Shelton  
Mike Shelton, Chairman

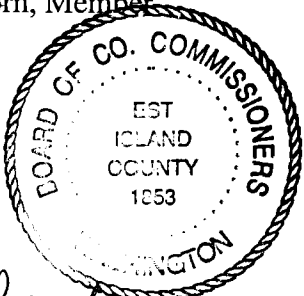
Charlotte Harris  
County Administrator  
*Commissioner*

Wm. L. McDowell  
Wm. L. McDowell, Member

Subscribed and sworn to me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 1999

William F. Thorn  
William F. Thorn, Member

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



ATTEST:

ATTEST:

Margaret Rosenkranz  
Margaret Rosenkranz  
Clerk of the Board  
BICC 99-576

Holly Anderson  
Holly Anderson  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David L. Jamieson, Jr.  
David L. Jamieson, Jr.  
Deputy Prosecuting Attorney

Kurt Howell  
County Attorney  
*Deputy*

Betty J. Kemp  
Betty Kemp  
Risk Manager

Randy A. Cantel  
County of Kitsap  
Public Works Director

**PURCHASE ORDER - VOUCHER**



ISLAND COUNTY  
6TH AND MAIN  
P.O. BOX 5000  
COUPEVILLE, WA 98239  
(360) 678-5111, or 629-4522 from Camano  
(360) 321-5111 from South Whidbey

Voucher no:

Bill to DEPARTMENT: Public Works ORDER DATE: 2-23-98  
COUNTY PHONE NUMBER FOR QUESTION ON THIS ORDER: (360) 679-7331  
REQUESTED BY: JACK Requisition No:  
REQUESTED FOR: Chris Spacoder DEPT: Roads/Highway Works  
Approved by: B.T.C.C. 2-22-99 SA Whidbey

VENDOR NAME: Western Power & Equipment

ADDRESS: 12406 Mukilteo Speedway CITY/STATE/ZIP: Mukilteo, WA, 98275  
Vendor FAX # 425-745-9322 PHONE: 1800-228-1208 CONTACT PERSON: BON OLSON FEDERAL TAX ID #:

VENDOR #:

This purchase order is for (please check one):  GOODS  GENERAL SERVICES  PROFESSIONAL SERVICES  PUBLIC WORK CONSTRUCTION  
PURCHASE ORDER NO: 02046

RISK MANAGER CONTRACT NO: \_\_\_\_\_  
RISK MANAGER SIGNATURE: \_\_\_\_\_  
VENDORS & QUOTES PER ICC 2.304.020 & 2.304.050: 1. Western Power & Equipment 2. Novastar Industries

REMARKS/ATTACHMENTS: Purchase of (1) one 1999 Etnyre 10'-20' Variable Width Chip Spacoder

FOB: OAK Harbor Shop  
DATE REQUIRED: ASAP

CONFIRMATION:  
RECEIVED:

# Ordered	# REC'D	ITEM NUMBER & DESCRIPTION	UNIT PRICE	TOTAL	INVOICE DATE	BARS ACCOUNT	INVOICE #	AMOUNT	Work Order	Inventory EQUIP #
(1)		1999 Etnyre 4 WD, 10'-20' Variable Width Chip Spacoder Per Bid Specification - Opened 2-11-99 (Please Contact JACK TAYLOR (360) 679-7331 Prior to delivery)								
								<u>Cost 173,409.64</u>		
								<u>Less Trade-In #403 - 20,000.00</u>		
								<u>SST 8.6%</u>		
								<u>\$13,193.23</u>		
								<u>Total \$166,602.87</u>		
Freight & Tax										
TOTAL <u>166,602.87</u>										

IMPORTANT: Our purchase order number must appear on all invoices, packages, etc.  
Please notify us immediately if you are unable to ship complete order by date specified.

I, the undersigned, do hereby certify under the penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against ISLAND COUNTY, and that I authorized to authenticate and certify to said claim.  
DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

Contract payment no: \_\_\_\_\_

VENDOR SIGNATURE \_\_\_\_\_

AUDITOR USE ONLY FIXED ASSET: \_\_\_\_\_

Use Tax: \_\_\_\_\_

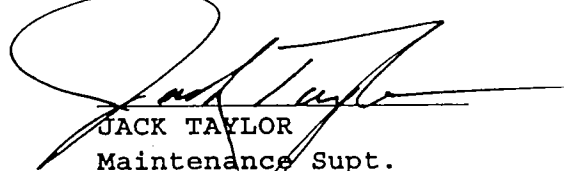
GENERAL PROVISIONS  
SPECIFICATIONS  
AND  
BID PROPOSAL

CALL FOR BIDS: 1999 CHIP SPREADER


One (1) or more new 1999 Chip Spreader, with mandatory trade-in:  
GRVS# 403: 1985 W.H. SPREADMASTER, VIN# 85019

TRADE-INS ALSO AVAILABLE FOR SEPARATE SALE, SEE PAGE 6.

PREPARED BY:

  
JACK TAYLOR  
Maintenance Supt.  
(360) 679-7331

APPROVAL RECOMMENDED:

  
LEWIS LEGAT P.E.  
Island Co. Engineer

BID OPENING: Thursday, February 11, 1999 @ 11:45 A.M.  
400 N. Main, Conference Room #7, Coupeville, WA

ISLAND CO. ROAD DEPT  
January, 1999

- G E N E R A L P R O V I S I O N S -

1) **BID OPENING:** Bids are to be delivered to the Island County Auditor, PO Box 5000, Coupeville, Washington 98239, prior to the scheduled bid opening. Bid envelopes shall be plainly marked on the outside: "SEALED BID. TO BE OPENED ON THURSDAY, FEBRUARY 11, 1999 AT 11:45 A.M. Any alternate bids shall be on separate sheets; each bid being complete in itself.

2) **DELIVERY:** Delivery shall be one unit FOB to the following Island County Road Shop:

OAK HARBOR ROAD SHOP: 3149 N. Schay Rd., Oak Harbor, WA

a) **PRE-DELIVERY:** All items shall receive factory pre-delivery service before being delivered. Transportation damage shall be repaired by dealer prior to delivery. All vehicles / equipment shall be in turnkey condition and subject to inspection prior to acceptance. Any deficiencies noted shall be made good at the dealer's expense.

b) **LITERATURE:** Complete sets of the following manuals shall be furnished in the quantities shown for EACH ITEM DELIVERED:

Service Manual - 1; Parts Manual - 1; Operator's Manual - 1.

3) **BID PROPOSAL:** (form attached) The net price to Island County shall be shown after all and any additions or subtractions have been made and itemized for any alternate or optional equipment, trade-ins, taxes, delivery charges, etc., applicable thereto.

4) **BID DEPOSIT:** Each bid shall be accompanied by a bid deposit in the form of a cashier's check or certified check in an amount equal to five percent (5%) of the amount of the Bid Proposal.

**NOTE: SURETY BID BONDS & PERSONAL/COMPANY CHECKS ARE NOT ACCEPTABLE** for this call for bids.

Upon award of the bid, the five percent (5%) bid deposit of the successful bidder shall be held as a guarantee to insure performance of the bidder's obligations as stated in his bid, including time of delivery.

The five percent (5%) bid deposit shall be returned following delivery and acceptance of the equipment, and when all other bid requirements have been met, including delivery of statement of warranty(ies).

The bid deposit of all unsuccessful bidders shall be returned after the Board of Commissioners awards the bid.

5) AWARD OF BID: The Board of Commissioners shall award the bid to the lowest responsible bidder(s) according to their judgment, taking into consideration the quality of the items being purchased.

6) PAYMENT: Shall be made within thirty (30) working days (upon submission of a correct invoice) **FOLLOWING COMPLETION AND ACCEPTANCE** of delivery.

"Acceptance of delivery" shall be contingent upon determination that the items bid meet all specifications as contained in this call for bids.

7) ACCEPTANCE/WARRANTY: No part or parts defective in construction or deficient in any of the stated requirements will be considered as being accepted in consequence of the failure of any employee of Island County to point out said defects prior to acceptance of the equipment by Island County. Bidder shall include in the bid price the following guarantees and warranties:

a) The successful bidder hereby warrants that for a period of one (1) year from the date of final acceptance, he will at his own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, materials, or workmanship. The County reserves the right to require actual field demonstration of the equipment purchased of up to five (5) working days prior to final acceptance.

b) All warranty work, when possible, shall be completed in Island County. All parts, time and travel expenses shall be paid/borne by the successful bidder when warranty work is necessary. **(NO DEVIATION FROM THIS WARRANTY REQUIREMENT SHALL BE ALLOWED. DEVIATION FROM SAID REQUIREMENT SHALL BE DEEMED SUFFICIENT CAUSE FOR REJECTING ENTIRE BID.)**

c) Bidders shall submit with their bids detailed comprehensive statements of warranty for the equipment and its various components; i.e., engines, transmissions, batteries, etc. Island County may avail itself of these standard warranties if more beneficial to the County.

**EXTENDED WARRANTY PROVISIONS**: If there are any extended warranties available on the unit, the same shall be listed where indicated in *Special Features / Requirements* item #7, along with cost of said extended warranty, and a complete description of said warranty shall be included with the bid package.

d) Warranty Repair Costs: Bidder shall furnish Island County with "no-charge" invoices for all work performed under the warranty described in these specifications. Each invoice shall itemize parts used and show labor charges.

8) PARTS & SERVICE:

a) Service Capability: Bidder shall have facilities, skilled personnel, equipment and parts available to completely service, maintain, overhaul and repair the equipment offered within the local area (i.e., within a radius of 100 miles, including Bellingham, Seattle areas).

Bidder shall be able to provide technical assistance in the person of a service representative within a maximum of 48 hours after a request is made to the bidder.

Bidder shall be satisfactory to the Board of Commissioners from the standpoint of experience, reliability and demonstrated ability to manufacture equipment comparable to the size and type required by the specifications.

b) The Board of Commissioners reserves the right to reject bids of bidders who cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service or repair of equipment herein specified.

9) DEVIATIONS: Deviations from the following specifications / requirements will be considered to permit manufacturers to follow their standard manufacturing processes. Such deviations will be approved, however, only at the sole discretion of the Board of Commissioners, and only if, in their opinion, such deviations do not adversely affect the operation, maintenance, strength, efficiency, effectiveness or life of the items bid or any of their parts. (This allowance for deviation does not apply to warranty requirements as stated above; and bidder shall still meet or exceed all minimum specifications / requirements.)

All proposed deviations, with full details, shall be listed on a separate sheet, which shall be attached to the bidder's Bid Proposal. The listing of such deviations will indicate that the bid may be accepted only with such deviations.

10) SILENCE OF THE SPECIFICATIONS / REQUIREMENTS: The apparent silence of the specifications / requirements as to any details, or the omission from them of a detailed description concerning any point,



Call for Bids: Chip Spreader

BID OPENING: Thursday, February 11, 1999 @ 11:45 A.M.

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shall be regarded as that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications / requirements shall be made on the basis of this statement.

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

12) TERM OF CONTRACT: This contract shall be limited to a period of one year from date of bid award on the initial items purchased for the purposes of making additional purchases. Additional purchases shall only be made during this contract period if all parties involved agree to the terms of said contract.

13) EQUIPMENT TRAINING: The successful bidder shall provide training for Island County operators / mechanics in the safe operation and maintenance of items bid. *Successful bidder agrees to provide a minimum of eight hours of instruction on the operation and maintenance of items bid at EACH FOB delivery site.*

14) MANUFACTURER'S STATEMENT OF ORIGIN & SIGNED APPLICATION FOR TITLE Forms shall be delivered at the same time as the equipment is delivered, as applicable. Application for Title form shall list both Registered and Legal Owner as:

Island County Public Works Department  
PO Box 5000  
Coupeville, WA 98239

Delivery shall not be considered complete until both of these items have been received.

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

Call for Bids: Chip Spreader

BID OPENING: Thursday, February 11, 1999 @ 11:45 A.M.

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16. MANDATORY TRADE-IN: (also available for separate sale)

GRVS# 403: 1985 W. H. SPREADMASTER, VIN# 85019

Vendors for the new equipment shall include in their offer to sell, an offer to accept the used equipment as a part payment of the new equipment purchase price, showing the amount of such trade-in allowance on the vendor's quote.

In determining the lowest and best quote on the new equipment, the Board of Commissioners shall consider the net cost to the County of such new equipment. The Board of commissioners may accept the new equipment bid of any bidder without trading in the used equipment but may not require any bidder to purchase the used equipment without awarding that bidder the new equipment bid.

If a bidder desires to make an offer for the purchase of this equipment without making a bid on the new equipment, he shall indicate his offer on the enclosed bid sheet (writing "NO BID" in the space for the new equipment) and submit it in accordance with GENERAL PROVISIONS item #1.

The Board of Commissioners shall consider all such offers in relation to the net best sale and purchase combination for the County.

ITEM OFFERED FOR TRADE-IN OR SALE WILL NOT BE RELEASED UNTIL DELIVERY OF THE NEW EQUIPMENT HAS BEEN MADE AND ACCEPTED.

Trade-in item can be seen BY APPOINTMENT ONLY. Please call Jack Taylor at (360) 679-7331, or:

Oak Harbor Road Shop (360) 675-2004, Marv Koorn, Supv.

SEALED BIDS will be publicly opened and read in Public Hearing Room #7, 400 N. Main, Coupeville, Washington, on Thursday, February 11, 1999 at 11:45 a.m. for the following:

CHIP SPREADER

One (1) or more New 1999 Chip Spreader, and with optional equipment as specified below: (PURPOSE: Principally Island County's chip seal/oiling program).

SPECIAL FEATURES / REQUIREMENTS: Bidder shall state compliance with and exceptions from the stated requirements, as applicable. In all cases, bidder shall meet or exceed minimum requirements.

SPECIFICATIONS

SPECIFICATIONS FOR THE PURCHASE OF ONE CHIP-SPREADER, SELF-PROPELLED, FOUR-WHEEL DRIVE, EXPANDABLE HOPPER, FOR USE IN HIGHWAY CHIP SEAL OPERATIONS. SHALL BE A NEW UNIT OF THE MANUFACTURERS MOST CURRENT MODEL.

GENERAL SPECIFICATIONS:

The spreader is to meet the following minimum specifications but is not limited as to features furnished by the manufacturer. It is to have all standard features except as specified below. It is to be delivered assembled, serviced, tested and ready to operate.

Wherever in this document an item is defined by using a trade name and model number of a manufacturer or vendor, it is intended that the words, "or approved equal" apply. A reference, in these specifications, to a particular product is made only for the purpose of clarification of the minimum acceptable standards. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed. A brand meeting the specified criteria may be accepted.

Bid must have a response to each item of the specifications. Use the spaces provided to indicate compliance or the space and additional attachments, if required, to detail exceptions.

*C = Comply*

I. POWER TRAIN:

a) Diesel Engine: Cummins 6CTA (230HP minimum) or equivalent

b) Transmission: Standard or power shift transmission. Hydrostatic drive acceptable with a 230 H.P. engine minimum. With easy access to drive train.

C  
\_\_\_\_\_  
C  
\_\_\_\_\_

c) Brakes: To have brakes on all 4 wheels (wet disc-type brake preferred). Shall also have a fail-safe parking brake

d) Steering: Shall have power steering, if hydrostatic shall have dedicated flow independent of engine speed

e) Axle: To have oscillating front

f) Tires: Smooth compactor style tires preferred with front & rear wheels interchangeable. The bid shall include the cost of furnishing a spare tire and wheel

g) 4-Wheel Drive: Unit shall have 4-wheel drive with 4-wheel limited slip differential

II. FRAME ASSEMBLY:

FRONT HOPPER:

a) Shall have variable width spread hopper from 10 feet to 20 feet

b) Shall have augers and spread rolls for aggregate distribution at all widths

c) Shall have 6 inch minimum width gates individually controlled

d) Shall have full width front rock type screens with 1 1/2" openings to retain oversized materials and foreign objects

e) Shall be capable of extending and/or retracting while on the go spreading operations

RECEIVER HOPPER:

f) Shall have rear receiving hopper with rubber skirting with a minimum 4 cubic yards capacity (prefer 6 C.Y.)

HITCH:

g) Shall have positive self-locking adjustable floating truck hitch, which is electrically controlled from the operator's position. The hitch type shall permit hooking and unhooking without stopping and maintaining positive engagement over irregular terrain

CONVEYORS:

h) Shall have two (2) 24" minimum width conveyors electric or hydraulic driven independent of engine speed. Conveyors shall have fully automatic aggregate control with mechanical override. Shall include aggregate deflectors located at each head.

C

C

C

tires 385/65R 22.5  
Tires Not interchangeable  
Additional SPARE TIRE #900

C

C

C

C

C

C

C

C

C

1. The spreader shall be equipped with a speed control system which maintains the actual speed of the chip spreader and varies the gate opening to maintain the set application rate in pounds/minute yards regardless of speed.

**CONTROLS:**

i) Shall have fully automated application rate regulator which maintains the actual speed of the chip spreader and varies the gate opening to maintain the set application rate in pounds/minute yards regardless of speed.

**OPERATORS STATION:**

j) The operators shall be able to control all functions of hopper, conveyors and truck hitch from the operator's station.

k) Shall have a manual override system with computer shut-off to insure the ability to continue operation under conventional method.

l) Shall have a deluxe cushion-ride model seat with arm rests.

m) Shall have operating controls at both driver station and right front operator station.

n) Shall have seat and control panel movement for dual control operations left and right side.

o) Shall have front fenders on 4-wheel drive unit.

**INSTRUMENTS:**

p) Shall have full instrumentation including hour meter and vandalism protection.

q) Lights: Shall have headlights, stop, tail and turn signals.

r) Horn: Shall have electric horn.

s) Backup Alarm: Shall have electric backup warning alarm.

t) Ladder: Permanent ladders attached to each side of spreader.

u) Walkways: Shall have right and left walkways, with non-skid abrasive surfaces and shall be protected with sturdy handrails.

v) Tool-Box: Shall be equipped with operators tool box.

w) Strobe Light: Shall be equipped with high intensity amber strobe light elevated behind and above operators eyesight when standing.

APPROVED EQUALS: The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the bidder specifies the brand, model and other data for comparison with their bid. Island County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item on the *Bid Proposal* sheet.

DESCRIPTIVE DATA & SPECIFICATIONS: Bidders shall submit complete descriptive data and specifications, including a statement of warranty (see *General Provisions* item #7), for the equipment offered.

EXTENDED WARRANTY available  YES  NO. If 'YES', please note the following information:

- a) Time/Hours: \_\_\_\_\_
  - b) Cost: \$ \_\_\_\_\_
  - c) Brief Description (attach copy of warranty):
- 
-

- B I D P R O P O S A L -

BOARD OF COUNTY COMMISSIONERS  
 ISLAND COUNTY, WASHINGTON

Gentlemen:

The undersigned hereby certifies that he has read and thoroughly understands the foregoing requirements and specifications, and proposes as follows to meet or exceed said specifications for furnishing Island County with:

	<u>COST EACH</u>	<u>TOTAL</u>
One or more New 1999 <u>CHIP SPREADER</u> (State make & Model):	\$ 173,409.64	\$ 173,409.64
<u>ETNYRE 10'-20' variable width chip spreader.</u>		
Less: Mandatory Trade-In:		
#403: 1985 W.H. SPREADMASTER, VIN#85019	(\$20,000.00)	(\$20,000.00)
SUB-TOTAL:	\$ 153,409.64	\$ 153,409.64
Wash. State SST (Fed. exempt) (@ 8.6 %):	\$ 13,193.23	\$ 13,193.23
NET TOTAL TO ISLAND COUNTY:	\$ 166,602.87	\$ 166,602.87

DELIVERY DATE: 75-120 Days

- ATTACHED: 1) Descriptive data / specs on bidded models \_\_\_\_\_  
 2) Manufacturer's warranties, incl. extended warranties \_\_\_\_\_

Five Percent (5%) Bid Deposit attached, payable to the Island County Treasurer, in form of ('x' one):

\_\_\_\_ Cashier's Check  
 \_\_\_\_ Certified Check

PLEASE NOTE: SURETY BONDS & PERSONAL / COMPANY CHECKS ARE NOT ACCEPTABLE FOR THIS CALL FOR BIDS.

- OPTIONS: 1) Fixed Hopper.....DEDUCT \$25,000.00  
 2) 9'-18' Variable Hopper.....DEDUCT \$ 5,500.00  
 3) Power Seat w/side adjust.....ADD \$ 1,830.00

Call for Bids: Chip Spreader

BID OPENING: Thursday, February 11, 1999 @ 11:45 A.M.

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THE ABOVE PROPOSAL DATED this 11 day of February, 1999.

FIRM NAME: Western Power & Equipment

ADDRESS: (mailing) 12406 Mukilteo Speedway

ADDRESS: (location) Mukilteo, WA 98275

BY: (Authorized Rep.)/s/

Ron Olsson

Ron Olsson, Sales Manager

*(Please print / type Name & Title)*

PHONE: 1-800-228-1208





ESTABLISHED 1898  
INCORPORATED 1917

**E.D. ETNYRE & CO.,** Oregon, Illinois 61061-9705

1333 South Daysville Road • Phone 815/732-2116 • Fax 815-732-7400 • Cable "EDECO"  
Telex: Western Union 257-353, RCA 249-415

## **WARRANTY**

**E. D. ETNYRE & CO.** warrants to the original Purchaser, its new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

**THE COMPANY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT.**

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal start-up services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased for or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.

E-651-90

Supersedes E-651-89



5/10/99

**ORIGINAL**

Mr. Don Reffalt  
Kitsap County ER&R  
614 Division Street/MS26  
Port Orchard, WA. 98367

Dear Don,

Thank you for your interest in the Etnyre line of Chip Spreaders we represent at Western Power and Equipment.

I am pleased at this time to offer Kitsap County the same Pricing, Terms and Conditions as Island County Bid Feb. 11, 1999, P.O. Feb. 22, 1999 For Etnyre 4WD, 10-20ft. Variable Width Hopper for \$ 173,409.64.

Option 12ft. Fixed Hopper Deduct \$ 25,000.00  
Less Kitsap County 1982 Etnyre Chip Spreader Deduct \$ 20,000.00

Applicable Taxes to be added

Don, Delivery depending on order placement would be approximately 120 days or less. I hope this information has been of help and please don't hesitate to call if I may be of further assistance.

Sincerely,

  
Ken McVittie