



BID DOCUMENTS

FOR

**MASON COUNTY PUBLIC WORKS
SURPLUS BLUE BOX CONTAINERS**

July 3, 2018

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**MASON COUNTY
PUBLIC WORKS DEPARTMENT
INVITATION TO BID
SURPLUS BLUE BOX RECYCLING CONTAINERS**

Submittal Date: July 3, 2018

Surplus Description

Mason County has 39 metal blue box recycle containers located at the Eells Hill Transfer Station at 501 W Eells Hill Road, Shelton, WA, 98584. The County has declared these containers surplus and are inviting bids from people or companies wishing to purchase these containers for use or as scrap metal. The average metal weight of these containers is estimated at 4,000 pounds. The winning bidder will be responsible for removing the containers from County property. The price to be paid will be by the ton removed from the site. Contractor will have the truck they use to remove the containers weighed on-site on County scales to determine the total tonnage of material.

The winning bidder can cut the containers up on-site to assist with removal if needed. If the winning bidder does decide to cut them up using a torch on-site, the bidder will need to provide all necessary safety precautions to prevent any fires or other damage to the site. Any costs to cut up the containers and haul them away is the responsibility of the bidder and will not be deducted from the per ton price the bidder will pay the County for the material.

Bid Requirements

The bid must be submitted to Public Works in a sealed envelope by 2:00 p.m. on Thursday July 26, 2018 and clearly marked: Surplus Blue Box Recycling Containers. Bids should be delivered to:

Mason County Public Works
Attn: Bart Stepp, PE, Deputy Director/Utilities & Waste
100 W Public Works Drive, Bldg 1
Shelton, WA 98584

Bids received after the deadline will not be considered. Any Bid received, after the scheduled closing time, shall be returned to the vendor unopened. Bids may be sent by mail or turned in personally; however, if sent by mail, the responsibility for delivering a Bid to the County before the deadline is wholly upon the vendor. Bids will not be accepted via facsimile or electronic mail. Bids will be publicly opened at 2 PM at 100 W Public Works Drive in the Building 1 conference room. The County will select the qualified bidder providing the highest price per net ton for the containers. A winning bidder will be determined within 30 days after the bid opening.

Costs

Those submitting Bids do so entirely at their expense. There is no expressed or implied obligation by Mason County to reimburse any individual or firm for any costs incurred in preparing or submitting Bids, or providing additional information when requested by the Mason County.

Requesting Bid Documents or Inquiries

To receive a set of bid documents or to arrange a time to view the blue box containers contact Bart Stepp at (360) 427-9670, ext. 652, or by email at bstepp@co.mason.wa.us. Bid documents will be e-mailed to Contractors for free. Mr. Stepp will also respond to questions regarding the bid documents up to five (5) working days prior to the bid due date.

PART I- BIDDING DOCUMENTS
INSTRUCTIONS TO BIDDERS

1. Intent of Bid Documents

It is the intention of these documents to provide for careful, thorough, and workman like procedures in the removal of blue box containers. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete the agreement in accordance with all of its terms and conditions.

The bid form and agreement shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown.

2. Examination of the Bid Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the bid documents. The failure or neglect of a bidder to receive or examine any of the bid documents shall in no way relieve him from any obligations with respect to his proposal or to the agreement. The Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

Mason County is subject to inclement weather through the winter and spring months. Severe rain and windstorms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.

5. Addenda and Interpretations of Documents

No interpretation of meaning of the bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to Mason County, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bid documents, which, if issued, will be e-mailed to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the bid documents. Where changes are of significant importance, additional bid time will be provided.

6. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each bid schedule. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. Submission of Proposal

Each proposal shall be sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to Mason County Public Works, Attn: Bart Stepp, Deputy Director/Utilities & Waste, 100 W. Public Works Drive, Shelton, WA 98584, at or before 2:00 P.M. on July 26, 2018. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to Mason County Public Works, Attn: Bart Stepp, Deputy Director/Utilities & Waste, 100 W. Public Works Drive, Shelton, WA 98584.

9. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification is stated prior to the bid opening on July 26, 2018.

10. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to bid opening upon written authorization by the proposer.

11. Opening Bids

All bids will be opened at 2:00 p.m. on July 26, 2018, at the Mason County Public Works Building, 100 W. Public Works Drive, Shelton, WA 98584. All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that if the bid form is not signed, said proposal will not be read and will be rejected without consideration.

12. Award of Contract

The owner will make award determination no later than July 27, 2018.

13. Basis of Award

If the owner awards the contract, the award will be given to a responsive, responsible, qualified Bidder submitting the highest bid price per ton acceptable to the Owner.

14. Tied Bids

Tied bids will be resolved per the procedure in the 2018 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation.

15. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

16. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the bid documents, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for lowering the bid price will be allowed which is based upon a lack of knowledge of the bid documents, statutes, regulations, ordinances, or resolutions.

17. Governing Law

In the event that any litigation should arise concerning the removal of the blue box containers or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Washington and Mason County. Unless otherwise specified herein, this Contract shall be governed by the laws of Mason County and the State of Washington.

18. Conflict of Interest

If at any time prior to commencement of, or during the term of this Contract, Contractor or any of its employees involved in the performance of this Contract shall have or develop an interest in the subject matter of this Contract that is potentially in conflict with the Owner's interest, then Contractor shall immediately notify Owner of the same. The notification of Owner shall be made with sufficient specificity to enable Owner to make an informed judgment as to whether or not Owner's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, Owner may require Contractor to take reasonable steps to remove the conflict of interest. Owner may also terminate this Contract according to the provisions herein for termination.

19. Non-Discrimination in Employment

Owner's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which Contractor is governed by such laws, Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any sub-contractor, provided that the foregoing provision shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

20. Right to Review

This agreement is subject to review by any Federal, State or Owner auditor. Owner or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Owners Representative or by Owner's Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by Owner agents or employees, inspection of all records or other materials which Owner deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after termination, and shall make them available for such review upon request. Contractor also agrees to notify the Owner's Representative in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to Contractor, then Contractor agrees to notify the Owner's Representative as soon as it is practical.

21. Bidder Requirement

By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

22. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- 1) Bid Proposal Form**

BID PROPOSAL FORM

TO: Mason County Public Works
 100 W. Public Works Drive
 Shelton, Washington 98584

FROM: Bidder _____
 Address _____
 Telephone _____
 E-Mail _____

The undersigned, as bidder, declares that we have examined all of the bid documents and that we will pay Mason County the proposed price per ton for the 39 surplus blue box containers at the Eells Hill Transfer Station.

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the bid documents.

If our BID is accepted, we agree to sign the agreement form with the County within ten (10) calendar days after receiving notice of the bid award.

We further agree, if our BID is accepted and an agreement is entered into with Mason County, to so plan the removal of the containers with such diligence that all of the containers will be removed from the transfer station site within ninety (90) calendar days after the agreement is signed.

Notes:

(1) The County reserves the right to reject any or all bids.

We propose to pay for the recycling containers at the price listed in the following bid schedule:

BID SCHEDULE – SURPLUS BLUE BOX RECYCLING CONTAINERS

Item	Material Description	Quantity	Units	Price per Ton Removed
1.	Surplus Blue Box Containers	TBD	Net Ton	

BIDDER acknowledges receipt of the following ADDENDUM:

<u>Addendum No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgment</u>
<u>1</u>	_____	_____
<u>2</u>	_____	_____

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project or which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Deputy Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PART II- CONTRACT FORMS

**SURPLUS BLUE BOX CONTAINERS AGREEMENT
BETWEEN
MASON COUNTY
AND**

INTRODUCTION

This Agreement (“Agreement”), regarding servicing Surplus Blue Box Containers, is entered into this day, **August** ___ of **2018**, between Mason County (“County”), a political subdivision of the State of Washington, and _____ (Contractor).

AUTHORITY TO MAKE AGREEMENT

This Agreement is in furtherance of the county’s authority to provide for public health, safety and welfare, and is consistent with the Washington State Constitution, Article XI, Section 11, RCW 70.95 and provides an agreement for the collection and disposal of surplus blue box containers by the Contractor.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall have the meanings set forth below; however, words and terms describing material or work that have a well-known technical or trade meaning, unless otherwise specifically defined in the Agreement, shall be construed in accordance with such well-known meaning, generally recognized by solid waste professionals, engineers and trades.

DESIGNATED AGREEMENT ADMINISTRATION

Means that any time the contractor is required to have County approval, that approval shall come from the Deputy Director/Utilities & Waste Management. This County employee or their designee will work closely with the Contractor to confirm any approval(s) required by this Agreement.

COUNTY

Means Mason County, a political subdivision of the State of Washington.

SERVICE AGREEMENT

Means this Agreement.

SCOPE OF WORK

The Agreement calls for performance of work for a period beginning on the date this Agreement is signed by both parties and ending ninety days (90) after the agreement date. The Agreement may be renegotiated, at the County’s discretion, for an additional period of time.

The Contractor must provide sufficient personnel, equipment, supplies and maintenance to properly perform all blue box container removal and disposal services. In brief the work required is as follows: The Contractor will remove 39 surplus blue box containers from the Eells Hill Transfer Station, 501 W Eells Hill Road, Shelton, WA 98584. The Contractor is allowed to cut up the containers on-site if that is needed for removal. The Contractor is responsible for all fire and safety precautions needed associated with cutting of the material. The Contractor will own the containers. The Contractor assumes 100% market risk, pays for all processing fees, and pays for all processing and hauling costs.

AGREEMENT TERM

The Term of the Agreement shall commence August ____, 2018 and shall terminate ninety (90) days later. The Service Agreement may be renegotiated, upon mutual agreement between the County and the Contractor, for an additional period of time.

RECORD KEEPING

The Contractor will weigh all trucks entering and leaving the Eells Hill Transfer Station with container material at the scales to determine the total weight of container material removed from site. The Contractor will pay the County \$_____/ton of material leaving the station. This is the price per ton provided on the bid. The County and Contractor will both keep a record of the total tonnage.

The Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied in connection with this Agreement. The Contractor accounts and records covering all invoices and payments on account of this Agreement shall be open to inspection for any reasonable purpose by the County, their authorized representative and officers or employees at all times during the term of this Agreement and thirty six (36) months thereafter. The County shall have the right to inspect and copy all records and documents, to interview any persons, and to review any evidence in the Contractors possession or control which may assist the County in determining what amounts are owed to the County.

COMPLIANCE

The contractor shall comply with any and all Federal, State and Local regulations, including, but not limited to the following: The Revised Code of the State of Washington (RCW 70.95).

PERMIT COMPLIANCE & INDEMNIFICATION

The Contractor will be required to perform all operations in complete compliance with all permits issued to the County by regulatory agencies. Any penalties levied by the regulatory agencies for permit noncompliance due to the actions of the Contractor, will be paid by the Contractor at no cost to the County, or may be withheld from the payment to the Contractor. The Contractor expressly agrees to indemnify and hold harmless the County for any penalties, interest, and/or fees assessed or levied against it or the County related to this agreement due to non-compliance with permits issued by a regulatory agency of the Federal, State or County government.

SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

NO THIRD-PARTY BENEFICIARY

The rights and obligations created by this Agreement are for the sole benefit of the parties, and no other person or party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

WORK TO BE PERFORMED BY THE COUNTY OR OTHER CONTRACTORS

During the period of this agreement, the County (either with its own forces or under a separate contract) will require the cooperation of the Contractor in scheduling and coordination to avoid conflicts. The Contractor shall be responsible for becoming familiar with the various schedules and the degree of disruption that may arise. The Contractor shall cooperate with the County in the coordination of operation in a manner that will provide the least amount of interference with the County's operation.

JURISDICTION & VENUE

Any action of law or suit in equity or judicial proceeding arising out of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Mason County, in the State of Washington.

TECHNICAL REQUIREMENTS

This section specifies minimum requirements for the Surplus Blue Box Container agreement.

The requirements established herein are the minimum prescribed requirements and are not intended in any way to be inclusive or in any way to limit the Contractor to specific procedures or methods, but rather are intended to insure the expected quality of blue box container collection at 501 W Eells Hill Road, Shelton, WA 98584.

Any time the Contractor is required to have County approval; that approval shall be obtained from the Deputy Director/Utilities and Waste Management or Designee.

RESPONSIBILITIES OF THE CONTRACTOR

Contractor personnel shall be trained as required for specific tasks or functions in accordance with the specific responsibilities set forth in the Agreement for the various elements of the program. The Contractor is responsible for operating safely in a manner that meets all OSHA and WISHA regulations.

AGREEMENT SCHEDULE

The Contractor has ninety (90) days from the date of the agreement to remove the containers. The Contractor shall schedule his employees and equipment accordingly to complete the agreement on time. All handling and transportation shall be in compliance with all Federal, State and Local regulations.

ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Director of Utilities/Waste Management or designee all accidents whatsoever arising out of, or in connection with the performance of the work whether on, or adjacent to, the Transfer Station Facility giving full details and statements of witnesses. In addition, should death, serious injuries or serious damages occur, the accident shall be reported by the Contractor immediately by telephone or messenger to the Director of Utilities/Waste Management or his designee.

MATERIAL MARKETING

Ownership of the material will rest with the Contractor. The Contractor shall provide for marketing of all material collected by them. In addition, the Contractor shall provide the County with assurances that material will be responsibly handled and marketed.

COUNTY RESPONSIBILITIES

The County has provided a location at the Eells Hill Transfer Station for the blue box containers to be cut up for removal if the Contractor wishes to use it. The County will keep track of the tons of container material removed from the site and will bill the Contractor the appropriate price based on the price per ton on their bid.

The Deputy Director/Utilities & Waste Management or designee will be responsible to administer the terms of this Agreement and act as a liaison between the Contractor and the County. All correspondence, questions, etc. should be directed to that person for assistance.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Mason County, agencies of the County, and all officials, agents, and employees of the county, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend and hold harmless Mason County for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless Mason County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Mason County or its agents, agencies, employees and officials

For the duration of this Agreement the Contractor shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stated therein. Work under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the County. The Contractor's insurer shall have a minimum A.M. Best's rating of A-Vii. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance signed by the insurance agent for the Contract and returned to the Mason County Director of Utilities/Waste Management. If for any reason, any material change in the coverage occurs during the course of this Agreement; such change will not become effective until 45 days after Mason County receives written notice of such change. The policy shall be endorsed and the certificate shall reflect that Mason County is an additional insured on the contractor's general liability policy with respect to activities under this Agreement. The policy shall provide and the certificate reflect that the insurance afforded applies separately to each insured against whom a claim is made or suit is brought except with respect to limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the owner of Mason County shall be excess and not contributory insurance to that provided by the Contractor.

The liability insurance shall include employer's liability minimum coverage of \$1,000,000.00 each accident and general liability of \$1,000,000.00 each occurrence, and truck (auto) liability (combined bodily injury and property damage) minimum coverage of \$2,000,000.00 each occurrence. In addition, the Contractor shall include statutory workman's compensation.

CONTRACT ADMINISTRATION

This Agreement shall be administered on behalf of the County by the Director of Public Works or designee. The Director may designate one person as the County’s representative with whom the Contractor may deal concerning day-to-day operations under this Agreement. All communications to the Contractor by the Director shall be recognized as made on behalf of the County. All questions, comments and recommendations from the Contractor shall be directed to the Director or their designee.

All issues concerning Agreement provisions and requirements shall be directed to the Director. The following address shall be used for communication between the parties:

COUNTY:
Mason County Public Works Department
100 W Public Works Drive
Shelton, WA 98584

CONTRACTOR:

PROGRESS MEETINGS

Progress meetings will be held as needed between the Contractor and Mason County. The progress meetings will be used to review activities and/or complaints accumulated during previous hauling of material. It will be the responsibility of the Contractor to prepare for and respond to matters brought to their attention prior to each meeting.

The Contractor will also be required to present a brief report summarizing program activity since the previous meeting. The organization of each meeting will be the responsibility of the Mason County Public Works Deputy Director/Utilities & Waste Management or designee.

TERMINATION

Either party hereto may with or without cause terminate this Agreement by giving written notice of their intention to terminate to the other party by certified mail and return receipt requested. Such termination shall, thereafter, be effective 30 days following the date of the written notice during which period of time the terms and conditions of the Agreement shall remain in full force and effect. The Contractor will be responsible for paying the County for all container material removed prior to termination of the Agreement.

The County may terminate with cause if the Contractor does not comply with the terms of this Agreement. Such termination would occur after written notice to the Contractor and their failure to correct deficiencies in the time stated in the notice. Upon termination, the Contractor shall leave all premises in the same condition they were in at the implementation of this Agreement.

HOURS OF OPERATION

Hours of operation at the Mason County Solid Waste Facility (Eells Hill) is Monday-Saturday, 8:00am – 5:00pm.

Closures may occur due to Holidays and or unforeseen circumstances. The above site will be closed at least on the following holidays: New Year’s Day, Memorial Day, Labor Day, 4th of July, Thanksgiving and Christmas holidays.

PAYMENTS ASSOCIATED WITH THIS AGREEMENT

The Contractor will pay Mason County \$_____/ton of container material removed from the site.

PREVAILING WAGE

The Contractor shall not be required to pay employees prevailing wages.

METHOD OF PAYMENT

The Contractor will pay Mason County a monthly payment as agreed to by the Contractor and the Mason County Public Works Department shown in section described as payments associated with this contract. No payments are required if the Contractor does not receive any container material for that month. Effective date of this Agreement shall be the latest date the contract is signed by all parties.

SIGNED this ____ day of _____, 2018.

MASON COUNTY PUBLIC WORKS DEPARTMENT

_____, Contractor

BART STEPP, Deputy Director/Utilities & Waste Management