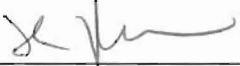


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/10/2013

AGENDA ITEM: Contract with J.K. Eastbury Salvage Metals & Auto Wrecking (J.K. Eastbury) for scrap metal disposal/recycling services.	
PREPARED BY: Doug Byde, Public Works Superintendent DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1) Copy of new contract with J.K. Eastbury. 2) Copy of current Certificate of Liability Insurance. 3) Copy of the original Resolution No. 2230, dated February 11, 2008.	
BUDGET CODE: N/A	AMOUNT: \$10,000.00

SUMMARY:

Public Works staff is requesting that the City sign a one-year renewal contract with J.K. Eastbury Salvage Metals & Auto Wrecking to provide scrap metal disposal/recycling services. The agreement shall be valid for one year from the signing date, with the option of one year renewals in future years.

This contract authorizes J.K. Eastbury to haul away scrap metal that is of no further use to the City to a properly licensed and certified scrap metal collection site and to split the proceeds from resale of said material with the City at a rate of not less than 50% of the current market.

The annual value of scrap metal disposed of will not exceed \$10,000.00.

RECOMMENDED ACTION: Public Works Staff recommends that Council Authorize the Mayor to sign the contract with J.K. Eastbury, not to exceed \$10,000 per year.

CONTRACT FOR DISPOSAL / RECYCLE OF SCRAP METALS

This agreement is entered into between Marilyn Eastbury a sole proprietor of the business known by UBI # 600085808 and as "J.K. Eastbury Salvage Metals & Auto Wrecking" or "Eastbury Salvage Metals & Auto" (Contractor) and the City of Marysville, Washington (City) effective from the date of signing and continuing for one year for the purpose of disposal / recycle of scrap metals as described herein:

1. Contractor agrees to haul scrap metals and non-ferrous materials from Public Works facility located at 80 Columbia Avenue on an as needed basis as directed by the Fleet & Facilities Manager. All materials will be hauled within three working days of being notified by the Fleet & Facilities Manager.
2. Contractor agrees to haul all materials collected from the City directly to a properly licensed and certified scrap metal collection site and agrees to split with the City the proceeds from resale of said material at a rate not less than 50% of current market to City. The balance of the proceeds shall be retained by Contractor as payment in full for the hauling of the materials.
3. For each load hauled and received by the Contractor, a copy of the weight slip and receipt will be returned to the Fleet & Facilities Manager located at 80 Columbia Avenue, along with payment. This will be done within 15 calendar days of picking up the materials from the Public Works facility.
4. Prices of all scrap metals shall be at a minimum those quoted by General Metals of Tacoma, Washington. Contractor may haul and sell to another buyer with a better return value in the discretion of Contractor.
5. Pursuant to City Council Resolution 2230, the annual value of the scrap metal disposed of for any one year shall not exceed \$10,000 paid to City, unless authorized by another Council Resolution.

In the performance of this Contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the collection, hauling and delivery of the scrap metal occurs.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property

damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this Contract, or caused in whole or in part by reason of the presence of the Contractor or its employees or agents, upon or in proximity to the property of the City during performance of the work, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. Reference Exhibit A of this Agreement.

The defense and indemnity obligations of this paragraph shall survive the expiration and termination of this agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Either party may terminate this contract with 30 days written notice. The terms of this contract will be fixed for a one year period from the date of execution. This agreement may be extended for additional year terms upon agreement of both parties.

Amendments or adjustments for additional year terms must be in writing and delivered to the City 30 days before the end of each year term.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of _____, 2013.

City of Marysville

Marilyn Eastbury (Contractor)

By _____
Jon Nehring, Mayor

By 
Marilyn Eastbury – Sole Proprietor

Address: 6805 35th NE
Tulalip, WA 98271
Telephone: 360-659-1540

Attest:

By _____
City Clerk

Approved as to form:

By _____
City Attorney

EXHIBIT A

INDEMNIFICATION ADDENDUM

J.K. Eastbury Salvage Metals & Auto Wrecking (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, loses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.


Contractor's duty to defend, indemnify and hold Owner harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

Marilyn Eastbury – Sole Proprietor

By _____
Jon Nehring, Mayor

By 
James K. Eastbury – Sole Proprietor



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JEFF JARAMILLO INSURANCE AGENCY 2629 TOWNSGATE ROAD, SUITE 120 WESTLAKE VILLAGE, CA 91361	CONTACT NAME:	
	PHONE (A/C No, Ext): (805) 418-1800	FAX (A/C, No): (805) 418-9941
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED J.K. EASTBURY SALVAGE METALS & AUTO WRECKING 6805 35TH AVENUE NE TULALIP, WA 98271 360/659-1540	INSURER A: STAR INSURANCE CO.	18023
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES - CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA0330871	07-01-12	07-01-13	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> GARAGE LIABILITY		Y				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			CA0330871	07-01-12	07-01-13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AUTO DISMANTLING & SCRAP METAL RECYCLING

THE CITY OF MARYSVILLE IS INCLUDED AS AN ADDITIONAL INSURED PER FORM 44 55 CA 11 04 WITH RESPECTS TO ANY AND ALL OPERATIONS BEING PERFORMED FOR THE CITY OF MARYSVILLE BY THE NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF MARYSVILLE PUBLIC WORKS 80 COLUMBIA AVENUE MARYSVILLE, WA 98270-5130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE

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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2230

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING ANNUAL ACCUMULATIONS OF SCRAP METAL VALUED NOT MORE THAN \$10,000 TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the City accumulates a certain amount of scrap metal each year that is of no further public use or necessity and the annual value of which does not exceed \$10,000.00; and

WHEREAS, it is in the public interest for said annual accumulations of scrap metal to be sold or disposed of in a cost effective manner that the Mayor or the Mayor's designee determines will net a reasonable return to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. Annual accumulations of scrap metal by the City in an amount not exceeding \$10,000 are hereby declared surplus to the foreseeable needs of the City.

Section 2. It is deemed to be in the public interest for the City to sell or dispose of said annual accumulations of scrap metal in a cost effective manner that will net a reasonable return to the City.

Section 3. The Mayor or the Mayor's designee is hereby authorized to sell or dispose of said annual accumulations of scrap metal in a manner, which in the discretion of the Mayor or the Mayor's designee, is cost effective and will net a reasonable return to the City.

PASSED by the City Council and APPROVED by the Mayor this 11 day of

February 2008.

CITY OF MARYSVILLE
Thomas L. Kendall
MAYOR

Attest:

[Signature]
City Clerk

Approved as to Form:

[Signature]
City Attorney