

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/2013

AGENDA ITEM: Purchase of solid waste roll carts for Sunnyside Annexation area	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Certified Bid Tabulation. 2. Purchase Contract.	
BUDGET CODE: 41046060.531000	AMOUNT: \$86,838.35

SUMMARY:

The City is scheduled to begin providing solid waste collection services to the Sunnyside Annexation area in December 2013. A curbside solid waste roll cart is supplied to each solid waste customer at the time service begins. Normal inventory levels are not sufficient to provide a cart to over 1,500 new customers therefore it is necessary to purchase additional solid waste roll carts.

An invitation to bid was published in the Marysville Globe and Daily Journal of Commerce on July 17th and 24th with bids due for public opening on August 1st at 10:00 am. A total of three bids were received. Rehrig Pacific Company was the low bidder with a bid amount of \$86,838.35.

There are two phases to the purchase contract. Phase One consists of fabrication and shipping of the solid waste roll carts to a designated staging area, while Phase Two involves assembly and delivery of the solid waste roll carts to the designated deployment area known as the Sunnyside Annexation.

RECOMMENDED ACTION: I move to award bid to Rehrig Pacific Company and authorize the Mayor to execute the contract with Rehrig Pacific Company for Sunnyside Roll Carts: Purchase, Assembly and Delivery to Rehrig Pacific Company in the amount of \$86,838.35 including State of Washington sales tax.



**Sunnyside Roll Carts: Purchase, Assembly and Delivery
Certified Bid Tab**

8/1/2013

Apparent Low Bid									
BASE BID				Rehrig Pacific Company		Otto Environmental Systems (AZ), LLC		Schaefer Systems International, Inc.	
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	35 GALLON ROLL CART, DARK GREY LID AND BODY	1,530	EA.	\$35.99	\$55,064.70	\$34.31	\$52,494.30	\$39.54	\$60,496.20
2	65 GALLON ROLL CART, DARK GREY LID AND BODY	200	EA.	\$43.80	\$8,760.00	\$39.81	\$7,962.00	\$48.07	\$9,614.00
3	95 GALLON ROLL CART, DARK GREY LID AND BODY	35	EA.	\$49.49	\$1,732.15	\$45.97	\$1,608.95	\$52.16	\$1,825.60
4	35 GALLON ROLL CART, BLACK LID AND DARK GREY BODY	120	EA.	\$35.99	\$4,318.80	\$34.31	\$4,117.20	\$39.54	\$4,744.80
5	20 GALLON INSERT, BLACK BODY	90	EA.	\$10.00	\$900.00	\$30.69	\$2,762.10	\$18.00	\$1,620.00
6	ASSEMBLY AND DELIVERY	1,531	EA.	\$6.00	\$9,186.00	\$8.10	\$12,401.10	\$3.60	\$5,511.60
		SUBTOTAL			\$79,961.65		\$81,345.65		\$83,812.20
		SALES TAX (8.6%)			\$6,876.70		\$6,995.73		\$7,207.85
		TOTAL BASE BID			\$86,838.35		\$88,341.38		\$91,020.05

Error Corrected

Certified by Karen Latimer, Operations Manager

CONTRACT FOR PURCHASE OF SOLID WASTE ROLL CARTS

THIS AGREEMENT is made this day between the CITY OF MARYSVILLE, a municipal corporation ("City"), and, REHRIG PACIFIC COMPANY, a ("Vendor").

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1) The Vendor shall provide solid waste roll carts for the City's Public Works Department as specifically described in Section B.4 of the Contract Documents, in accordance with and as described in the attached Contract Documents Sections A through F listed below, and shall provide additions to the procurement order as provided under this Contract and every part thereof.

The following Contract Documents are attached to this Contract and are hereby incorporated herein by this reference:

- A. Invitation to Bid
- B. Bid Submittal – Submitted by the Vendor as to those items and/or alternatives accepted by the City (Confirmed copy dated August 1, 2013)
- C. Information for Bidders
- D. Standard Terms and Conditions
- E. Non Collusion Affidavit
- F. Addenda

2) **PURCHASE COST.** This Contract is based on unit rate purchase as bid in section B.5. The total purchase price for the solid waste roll carts will not exceed eighty-six thousand eight hundred thirty-eight dollars and thirty-five cents (\$86,838.35) including Washington State sales tax. The total cost includes all costs associated with procurement of solid waste roll carts, including, but not limited to, labor, materials, equipment, overhead, profit, administrative and regulatory costs, transportation, and assembly and delivery unless otherwise agreed in writing.

3) **CITY AGREEMENT.** The City contracts with Vendor to provide the solid waste roll carts as described in the Contract and to furnish and deliver the solid waste roll carts according to Owner requirements and the terms and conditions herein contained, and contracts to pay the total cost for the solid waste roll carts at the purchase cost rate at the time and in the manner and upon the conditions provided for in this Contract.

4) **VENDOR AGREEMENT.** The Vendor hereby agrees to fully perform the work to fabricate, assemble and deliver the items according to the terms and conditions of this Contract.

5) **VENDOR RESPONSIBILITIES.** The Vendor shall provide and bear the expense of all equipment, work and labor that may be required for the assembly and delivery of the solid waste roll carts provided for in this Contract, unless otherwise provided in the specifications and shall guarantee in accordance with the Contract documents. The Vendor shall

be responsible for fabrication, assembly and delivery of the solid waste roll carts in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) **GENERAL PROVISIONS.**

A. Time frame for Completion.

- a. The complete order of solid waste roll carts must be delivered and accepted by the City of Marysville no later than December 27, 2013.
- b. The complete order of solid waste roll carts must be assembled and delivered in the designated deployment area no earlier than December 30, 2013 and no later than January 3, 2014.

7) **SPECIAL PROVISIONS**

- A. Licenses and Permits. The Vendor must have a current City of Marysville Business License before Notice to Proceed can be issued. The Vendor also represents that he is a licensed, bonded and insured Vendor to the extent required by the State of Washington.
- B. Standards. Fabrication, assembly and delivery shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of applicable codes.
- C. Change Orders. Any change orders shall be made in the form of a written request, submitted by the Vendor to the City for review. The City will then make a written determination to approve or reject said change order prior to any action by the Vendor.

8) **NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS.** The Vendor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

9) **EQUITABLE ADJUSTMENTS.** Should Vendor feel an equitable adjustment to the Contract is warranted whether by written change order or an oral order from the City, Vendor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Vendor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the work has been given final acceptance by the City.

10) **ATTORNEY FEES.** Should either the City or the Vendor 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.

11) **INSURANCE**

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

No Limitation

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

Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

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.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability and 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 Vendor'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, ISO Additional Insured-Vendors Endorsement CG 20 15, and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate, and \$2,000,000 products liability aggregate limit.

Other Insurance Provision

The Vendor'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 Vendor's insurance and shall not contribute with it.

The Contractor is responsible for all materials and equipment used and installed in the scope of this project until the project is complete and accepted by the City.

Acceptability of Insurers

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

Verification of Coverage

Vendor 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 goods, materials or supplies will be accepted by the City and before commencement of the work.

Subcontractors

The Vendor 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.

Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

12) **INDEMNIFICATION.** The Vendor 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, or breach or infringement of any property right, to any party arising out of, or in any manner connected with, the performance of this contract, the defects in the items purchased, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the assembly and delivery of the items before acceptance by the City, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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. The provisions of this section shall survive the expiration or termination of this Contract.

13) **APPLICABLE LAW AND VENUE.** This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Snohomish County Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Attest:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

REHRIG PACIFIC COMPANY

By _____
James L. Drew

Its _____
CFO/Asst. Corp. Secretary

Address: _____
410 East 26th Street

Los Angeles, CA 90058

Telephone: _____
800-421-6244