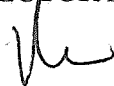


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/28/19

AGENDA ITEM:	
Fleet Purchase of Tymco 600 Regenerative Air Sweeper	
PREPARED BY:	DIRECTOR APPROVAL: 
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Purchase Order #F13199	
BUDGET CODE:	AMOUNT:
50100048 564000 1912	\$307,747.00
SUMMARY:	
<p>There was \$320,000 identified in the 2019-2020 City of Marysville budget for the purchase of a new regenerative air street sweeper for the Fleet Division to be utilized by the Street's Division of the City's Public Works Department. City staff obtained a quote using the Washington State Department of Enterprise Services Contract from PacWest Machinery for a Tymco 600 Regenerative Air Sweeper in the amount of \$307,747.00.</p> <p>This sweeper will be used as part of a Grant Agreement with the Department of Ecology for the Marysville Enhanced Sweeper Program. This grant agreement was approved by Council on 12/10/2018. This grant will reimburse 75% of the cost of this vehicle through an hourly use rate over the next three years.</p>	

RECOMMENDED ACTION:

City of Marysville staff recommend that the City Council authorize the Mayor to execute the purchase of a new Tymco 600 Regenerative Air Sweeper in the amount of \$307,747.00 from PacWest Machinery.



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

#HOLD
FLEET ADDITION

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_ 13199**

TO: PACWEST MACHINERY
8207 S - 216th
KENT, WA 98032-1935
 ATTENTION: JEFF BROWN 206-321-2699

DATE <u>5-9-2019</u>	ACCT CODE <u>50100048.564000.1912</u>	ORDER NO.
SHIP TO <u>CITY OF MARYSVILLE - FLEET SERVICES</u>		
<u>80 - COLUMBIA AVE</u>		
<u>MARYSVILLE, WA 98270</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>BOB SCOTT</u>	<u>180-DAYS</u>	<u>MARYSVILLE, WA</u>	<u>DRIVER</u>		<u>HORC/FLEET ADD</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
<u>1</u>			<u>2019 TYMCO 600 REGENERATIVE AIR SWEEPER W/TH AUXILIARY ENGINE MOUNTED ON 2019 PETERBILT 220 CABOVER RH STEER CAB AND CHASSIS WITH ALL OPTIONS STATED AS PER STATE OF WASHINGTON CONTRACT # 02613 AND AS PER PROPOSAL # MRLV600IH-PT220-519-2</u>	<u>27,000.00</u>	<u>27,000.00</u>				
<u>1</u>			<u>STATE OF WA SALES TAX @ 9.3%</u>			<u>25761.00</u>	<u>302761.00</u>		
<u>1</u>			<u>WA STATE EXLISE TAX @ 0.3%</u>			<u>831.00</u>	<u>303592.00</u>		
<u>1</u>			<u>DES MGMT FEE OF 1.5%</u>	<u>4155.00</u>	<u>4155.00</u>		<u>307,747.00</u>		
			<u>TOTAL INVOICE AMOUNT</u>				<u>\$307,747.00</u>		

NOTES: FLEET ADDITION AS PER 2019 BUDGET
* PLEASE RETURN ALL ORIGINALS TO BOB SCOTT @ PUBLIC WORKS *

X

AUTHORIZED BY:

Item 7-2

RECEIVED BY:

PACWEST MACHINERY

Quotation

PORTLAND BRANCH
13805 N.E. SANDY BLVD. (97230)
P.O.BOX 20577 (97294) PORTLAND, OR
PH 1-800-929-5933 FAX (503) 252-1769

SEATTLE BRANCH
8207 S. 216TH KENT, WA 98032-1935 PH
(206) 762-5933 1-800-935-5933
FAX (206) 763-3117

SPOKANE BRANCH
4030 E. TRENT AVE SPOKANE, WA 99202
PH (509) 534-5933 1-800-938-5933
FAX (509) 534-5286

EUGENE BRANCH
1550 IRVING RD. EUGENE, OR 97402
PH (541) 302-3762
FAX (541) 302-3763

SINCE 1911...THE **SOURCE** FOR CONTRACTORS IN THE WEST

To:		Date:	5/8/2019
Address:	City of Marysville 80 Columbia Ave. Marysville, WA 98270 360-323-8250	Proposal No.:	MRLV600IH-PT220-5-19-2
		F.O.B. Point:	Marysville Shop
Attention:		Acceptance Period:	30 Days

In accordance with the terms and conditions stated herein and the following page hereof,
ClydeWest, Inc. offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	DESCRIPTION	AMOUNT
1	<p>2019 TYMCO 600 Regenerative Air Sweeper w/T4f Aux engine On 2019 Peterbilt 220 Cabover Rt Hand Steer chassis Options: Aux. hydraulic system, hyd. Oil shutdown system, Gutter broom drop down Gutter broom tilt, Air Operated diaphragm water pump, 440 Gallons of water, Low emissions package, Water gauge in cab, Abrasion protection package, Dump switch in cab, Stainless steel hopper drain system, Hopper load indicator, Hopper suction throat liner w/inlet wear flange, Split stainless steel hopper screen, Auto-sweep interrupt, Pick-up head curtain lifter, Pick-up head water injection system Stainless steel hopper, SS bolt on blower housing, SS high capacity dust separator, 3 Camera/monitor system, Additional LED Lights GB, Air horn, Fire extinguisher, Hazard reflectors, LED lights turn, tail, side, clearance, slow moving vehicle emblem, pre-wire light bar, Traffic Directecting light (Whelan arrow).</p> <p>DES Contract #02613 vendor #W57352</p>	\$277,000.00
	Sales Tax rate 9.3%	\$25,761.00
	WA State Vehicle Excise tax 0.3%	\$831.00
	DES Mgmt Fee of 1.5% is (\$4,155.50)	\$4,155.00
TERMS :		
Total Including Tax:		\$307,747.00

IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.

Submitted by: Jeff Brown

Estimated delivery date after receipt of order & complete information has been provided.

Accepted by: PacWest Machinery LLC

Accepted (Company): _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Warranty Attached

PACWEST MACHINERY QUOTATION

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1550 IRVING RD. EUGENE, OR 97402
PH (541) 302-3762
FAX (541) 302-3763

TERMS AND CONDITIONS

1. Proposals to furnish new products, whether in existence or to be manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices are subject to increase if increased by the manufacturer before acceptance of order by us. Freight costs, if any, included in proposal are subject to correction if changed by tariff applicable to shipment. Other cost factors, if any, are subject to increase if increased before acceptance of order by us.
2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. We do not accept liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise stated herein.
4. Proposals and sales of used products are "as is" unless otherwise specifically represented and proposed in writing herein. New equipment will be subject to the exact terms set out in the manufacturer's warranty, a copy of which is attached as a part of this proposal.
5. Acceptance of our proposal by the purchaser followed by written acknowledgment by one of our corporate officers constitutes an agreement. The agreement cannot thereafter be modified except in writing signed by one of our corporate officers.
6. An order, once accepted and acknowledged may not be cancelled without our written consent and, if cancelled, purchaser agrees to pay the cancellation charge assessed against us by the manufacturer and our accumulated direct costs.
7. Purchaser accepts responsibility for product purchased when it is delivered at the FOB point specified in the order whether to purchaser, carrier, or bailee, whichever occurs first. Purchaser authorizes us to execute on purchaser's behalf shippers or carrier's bill of lading or contract for carriage of product related to shipment.
8. We warrant title to the product sold. The manufacturer of the product sold may extend to the purchaser its standard warranty. The purchaser shall look to us only for title warranty protection and shall look solely to the manufacturer for any other warranty protection. Except for the above, it is expressly understood and agreed that NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, nor other warranty, express, implied or statutory IS MADE. It is agreed that the particular qualities and characteristics which are not being warranted by us include each and every operating characteristic and quality of the product, it being understood and agreed that the purchase price is based on the purchaser re-lying solely on the manufacturer's warranty protection. Description of the product being sold is for identification only.
9. Under any all circumstance, our Liability (in any case where we may be liable to purchaser) shall be limited to replacement or repair of defective parts or workmanships and excludes any labor necessary to remove or replace any parts when examination discloses to our satisfaction that product was defective under normal use, maintenance and service within one year or warranty period, whichever occurs first from time of delivery /FOB point.
10. If we shall attempt repairs or replacements in any case where we may be liable, we shall be entitled to continue to attempt to remedy defects for so long a time as in our sole judgment such attempt is justified. If the defect is such that we shall determine that repairs or replacements are not practical, purchaser shall have the right to return the product to us and to have refunded the fair market value of the product as established by us in any commercially reasonable manner. The foregoing shall be the purchaser's sole and exclusive remedy against us whether in contract, tort, or otherwise.
11. WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER DAMAGES EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.
12. No action against us for breach of this contract or any other obligation of ours herein can be commenced after more than one year after the same has accrued, and the one year limitations shall apply without regard to the knowledge or lack of knowledge of any party with respect to breach or damage.
13. Payment of the purchase price is due and payable on the 10th day following delivery of the product to the FOB point unless other specific terms are arranged and approved. If a form of deferred payment plan is used, purchaser agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payments are subject to approval of seller's credit department. Purchaser is solvent.
14. A service and handling fee at the rate of 1 1/2 percent per month, 18% per annum, shall be charged on all sums not paid when due.
15. Title to the within described equipment shall remain in us until such time payment has been made in full. You agree that we shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth in the proposal, and that we shall have all rights of a secured party under the Uniform Commercial Code, including the rights to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met. You agree to execute financing statements if we so require.
16. Our proposal or our order is expressly limited to the terms and conditions herein.
17. Seller shall not be liable for the cost of any changes related to inspections, testing and / or modification necessary to conform to specific codes, ordinances, or regulations.
18. The agreement shall be interpreted to the laws of the state in which the branch of the seller is located, and venue of any action arising out of or in connection with this agreement shall be in the county and state where the branch of seller is located.