



City Council Agenda Bill

20396

Bill Number

Subject: Bid Award for Right-of-Way Vegetation Spraying - Bid #12B-2014

Summary Statement: The annual right-of-way vegetation spraying contract is intended to provide a means of spaying unwanted weeds and vegetation that grow adjacent to and within the rights-of-way within the city. This project was bid for one year with an option to extend for up to five years. Bids were opened March 20, 2014 and there was only one bidder. The lowest responsible and responsive bid was \$21,157.98 from Deangelo Brothers, Inc. of Twin Falls, Idaho.

Previous Council Action: 2014 Budget Approval

Fiscal Impact: 2014 Street Fund = \$21,157.98

Funding Source: Street Fund

Attachments: Bid Opening Results

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Consent Agenda	4/21/2014	Award Bid	Ted Carlson, PW Director	1 minutes

Recommended Motion: .

Council Committee:
Public Works and Public Safety Committee

Agenda Bill Contact:
Eric Johnston, PW Assistant Director, 778-7910

Reviewed By	Department	Date
<i>Ted A. Carlson</i>	Public Works	04/11/2014
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<i>Matthew T. Stamps</i>	Legal	04/11/2014
<i>Kelli J. Linville</i>	Executive	04/15/2014

City of Bellingham Purchasing Division

Bid Opening Results

Right of Way Vegetation Spraying

Solicitation Number: **12B-2014**
 Date of Opening: **03/20/2014**
 Time of Opening: **11:00 AM**
 Number of Solicitations Provided: **28**
 Number of Solicitations Received: **1**

The following are the results from the public bid opening. The results have not been verified for mathematical accuracy, responsiveness or responsibility of the bidder. They are only the results as announced at the public bid opening.
 Comments:

Spreadsheet:

Results By Vendor

Vendor	Product	Total Bid Price
Deangelo Brothers, Inc / Twin Falls / ID	Right of Way Vegetation Spraying	\$21,157.98
	Sales Tax:	\$0.00
	Group Total:	\$21,157.98

BIDDERS CHECKLIST

12B-2014
INVITATION NUMBER
Must appear on the sealed bid envelope

- Review Plans and Specifications and visit sites
- Include Unit price for each Bid Item
- Date Proposal
- Print name and address of Bidder
- Proposal signed by authorized agent
- Proposal Signature notarized by Notary Public
- n/a* Attach bid bond or bid bond deposit
- Submit bids by required date and time

EXHIBIT A
Mandatory Bidder Responsibility Checklist

The following checklist is used by City staff in documenting that a Bidder meets the mandatory bidder responsibility criteria. You should print a copy of documentation from the appropriate website and include this checklist in the project file.

General Information	Bid Number	City Business Registration
Project Name: City of Bellingham Right of Way Vegetation Spraying		Project Number: 12B-2014
Bidder's Business Name: DeAngelo Brothers, Inc.		Bid Submittal Deadline: 3/20/2014
Contractor Registration – https://fortress.wa.gov/lni/bbip/		
License Number: CC DEANGBI900JA		Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 01/01/2001		Expiration Date: 04/01/2014
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Current UBI Number http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/		
UBI Number: 601 935 512 1 1		Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx		
Account Number: 005,823-00		Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –		
Employment Security Department Number: 140991-00		
Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/>		
And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/>		
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/		
Tax Registration Number: 601935512		Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp		
Only for Project over \$1 million		
A Bidder must not have Violated the Off-Site Prefabricated Non-Standard Reporting Requirements more than one time. (as determined by the Department of Labor and Industries.)		
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Checked by:		
Name of Employee:		Date:

**12B-2014
EXHIBIT A
PROPOSAL**

The undersigned bidder declares that they have carefully examined the Plans, Specifications, and Special Provisions for the RIGHT OF WAY VEGETATION SPRAYING project, that have made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, they will contract with the City of Bellingham, Washington, in the form of contract hereto annexed, will to the extent of his bid provide the necessary machinery, tools, apparatus and other means of construction, will furnish all materials and labor as specified in the manner herein specified and according to the requirements of the Engineer.

The bidder agrees that they will complete all work as required by October 31, 2014.

No Washington State Sales Tax will be paid by the City of Bellingham on Street related items of work. The Contractor is liable for Use Tax payable to the State for materials used on the job.

Dated this 6TH day of March, 2014

By signing this bid I duly swear that this bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further say that I have not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that I have not in any manner sought collusion to secure to myself an advantage over any other bidder or bidders.

By signing this bid I acknowledge receipt of all addenda (if any) and I acknowledge that I have verified this information by checking on the City's website for any addenda that have been issued.

Submitted by:

Name of Bidder: DeAngelo Brothers, Inc.

Address of Bidder: 1896 Eldridge Ave, Twin Falls, ID 83301

Phone: 208-735-9678 Fax: 208-735-9679 Email: clewis@dbiservices.com

Signature of Authorized Agent: *Christie Lewis*

Print Name: Christie Lewis

IDAHO
STATE OF ~~WASHINGTON~~ }
COUNTY OF TWIN FALLS } SS

I CERTIFY that I know or have satisfactory evidence that Christie Lewis
signed this instrument, on oath stated that he was authorized to execute the instrument and
acknowledged it as the Branch Manager of DeAngelo Brothers, Inc.
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

3-6-14

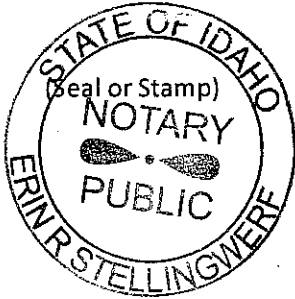
DATED

Erin R Stellingwerf
SIGNATURE OF NOTARY PUBLIC

Erin R Stellingwerf
PRINTED NAME

Notary Public
TITLE

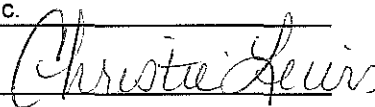
2-9-16
MY APPOINTMENT EXPIRES



EXECUTED, this 6th day of March, 2014, for the Contractor, :

DeAngelo Brothers, Inc.

Name: Christie Lewis



Title: Branch Manager

EXECUTED, this _____ day of _____, 2014, for the CITY OF BELLINGHAM:

Departmental Approval:

Mayor

Department Head

Attest:

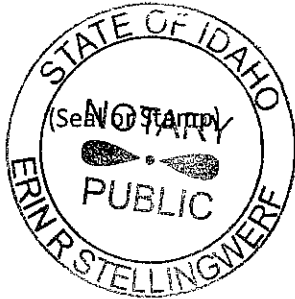
Approved as to Form:

Finance Director

Office of the City Attorney

IDAHO
STATE OF ~~WASHINGTON~~
COUNTY OF TWIN FALLS } ss

I CERTIFY that I know or have satisfactory evidence that Christie Lewis, signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Branch manager of DeAngelo Brothers Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



3-6-14
DATED

Erin R Stellingwerf
SIGNATURE OF NOTARY PUBLIC

Erin R Stellingwerf
PRINTED NAME

Notary Public
TITLE

2-9-16
MY APPOINTMENT EXPIRES

C. Conditions of Application:

1. Only trained persons licensed by the State of Washington will do all spraying.
2. The Contractor will utilize equipment, which is clearly marked with the name of the company and will ensure that personnel are in uniform and clearly authorized to perform the spraying work.
3. All joint spraying (zones A, B, C and D where there is sidewalk) shall be done utilizing back-pack sprayers and shall be done during daylight hours.
4. All herbicide application shall be done in accordance with label directions, utilizing appropriate spreader-sticker.
5. Property owners do have the option of requesting that no spraying be performed within the public right-of-way abutting their property. A listing of these property owners will be furnished to the Contractor prior to spray application, and these properties will not be sprayed by the Contractor.
6. Lump sum bid amount shall be to complete one (1) application of all the items listed in attachments A, B, C, D and E.
7. Contractor will provide a Pesticide Usage Report for all work performed under the contract.
8. The first chemical application in areas A, B, C, and D shall be completed within thirty (30) days of notification to proceed on the contract.
9. The contractor will perform additional work under this contract as requested according to the following unit prices:

<u>AREA</u>	<u>MATERIAL USED*</u>	<u>UNIT PRICE</u>
1. Blackberry/Brush Spray	GARLON 4	\$.10 _____/linear ft.
2. Sidewalks & Traffic Islands	ROUNDUP	\$.02 _____/linear ft.
3. Referenced items A & B @ four (4) feet wide		\$.06 _____/linear ft.
4. Noxious Weeds	Roundup/Weedmaster	\$65.00 _____ hour

*Or prior approved equivalent alternate. Refer to remarks under Section B above.

5. Bid price per lump sum for one (1) application of all items listed in attachments

A, B, C, D and E. \$21,157.98

Tax Rate Lookup Tool

Use the search options below to find sales tax rates for any location within Washington State. This tool (with the exception of the map search) is also accessible by handheld devices. Simply type taxrates.dor.wa.gov.

For address searches, the ZIP is required but the **+4** is optional.

Address Search Map Search Latitude/Longitude

Street Address:

City: Zip: -

Taxable amount: (Optional: To calculate sales and use tax only)

Results found: Bellingham 98229 5823
 Taxable amount: 21,157.98

Period: March 2014 [Print These Results](#)

Sales & Use	Motor Vehicle Sales/Rentals	Lodging
Retail Sales/Use Tax		
Effective dates		1/1/14 - 3/31/14
Location code (view map)		3701
City		Bellingham
County		Whatcom
State Sales and Use Tax		.065
Local City/County Sales and Use Tax		.022
Total tax rate		.087
Taxable amount		\$21,157.98
Tax due		\$1,840.74
Total due		\$22,998.72
Confirmation code		C64A7C30AF
<i>Keep this code to confirm the tax rate given for the displayed effective dates.</i>		

City	Bellingham
County	Whatcom
Location Code	3701
Regional Transit Authority (RTA)	No
Public Transportation Benefit Area (PTBA)	Whatcom PTBA
Rural County Opportunity Empowerment Zone (CEZ)	No
Indian Country	No

[Check address on map](#)

[Print These Results](#)

Download the free Tax Rate Lookup to your mobile devices.



For more information and downloads, see our [Taxes](#) page, or download GIS data. If you have problems using this tool, please read our [Search Tips](#) or E-mail Us.

Read our [disclaimer](#) for information about updates and tax rate liability.

**CITY OF BELLINGHAM, WASHINGTON
PUBLIC WORKS AGREEMENT
RIGHT OF WAY VEGETATION SPRAYING
12B-2014**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"); and DeAngelo Brothers, Inc., a licensed Contractor authorized to do business in the State of Washington, (hereinafter the "Contractor"), hereby agree to enter into this Agreement under the following terms and conditions in recognition of the mutual covenants and consideration contained herein.

- I. **THE PROJECT:** The Contractor agrees to complete the project as further described in Section IV.B. (Scope of Work) below utilizing the best available materials, equipment, and labor required to execute, construct, and finish in accordance with the Contract as defined in the General Conditions (see Section II below), which includes by way of example bid specifications, the General Conditions, contract plans and specifications, addenda, and contractor's proposal, project plans and technical specifications (collectively "Contract").

- II. **GENERAL CONDITIONS:** The General Conditions of this Agreement are the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, issued by the State of Washington and the APWA, modified as follows:
 - A. **Definitions and Terms**
 1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", "Contracting Agency", or variations of same are used in the Standard Specifications, they shall be construed to mean "City of Bellingham" or "Owner".

 2. Where the terms "Secretary of Transportation" or "Secretary" are used, the terms shall be construed to mean the duly authorized representative of the City.

- B. Project Manager: The term "Engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this Agreement. The City designates Mike Olinger as its Project Manager. Contractor designates Christie Lewis as its Project Manager.
- C. Licenses: A City Business and Occupation License is required. Additionally, by executing this Contract, Contractor certifies it has all other applicable state and local licenses and has not been disbarred from public contracting by either Washington State or the United States Government.
- D. Equal Employment Opportunity Responsibilities: The Contractor agrees that it will comply with all applicable Federal, State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds, including any directions by the Federal Highway Administration or other Federal entity with jurisdiction.
- E. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- F. Bonding and Insurance Requirements: The City requires the following:
1. Contract bond in the form made a part of this Agreement as specified in Section II.F.2. below. In lieu thereof for projects of thirty-five thousand dollars or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010. If Contractor does not submit a contract bond to the City concurrently with the signed contract for projects of thirty-five thousand dollars or less, Contractor agrees that the City can hold retainage of 50% in the manner selected by Contractor on the attached Retainage Investment Option form.

2. Both a performance bond and payment bond are required hereunder and shall be in the form attached hereto. A performance bond shall guarantee completion of the Project in accordance with this Agreement and under applicable law and the payment bond shall secure payment to those laborers, subcontractors, material suppliers, etc. as specified in RCW 39.08.020. If the Contract involves the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds, then the payment bond shall also secure payment to the State of Washington, including the departments of Revenue, Employment Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due, and the required payment bond shall be relied upon such that retainage shall not be required as set forth in RCW 60.28.011. Any maintenance or guaranty bond required hereunder shall remain effective for at least one year after acceptance of the Project, or until released by the City, whichever is longer, and shall guarantee the City against defects in materials and workmanship in the Project to the extent of 25% of actual cost of the Project. This 25% will either reduce the bond amount or it may require additional bonding.
 3. Unless specifically provided for in this provision, Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts specified in the General Conditions and in the form acceptable to the City, subject to the terms contained in the General Conditions, and to provide a Certificate of Insurance to this effect, together with any required endorsement.
- G. Governing Law and Venue: This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.

III. PAYMENT, PREVAILING WAGES AND RETAINAGE:

- A. The maximum payable hereunder is \$ 22,998.72 , which consists of a contract price of \$ 21,157.98 and sales tax of \$ 1,840.74 .

- B. Contractor will be paid pursuant to the Contract's terms (see General Conditions Section 1-09.9). Payments will only be made for work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed subject to any lawful deductions such as retainage, tax or as otherwise as maybe authorized. Payment does not constitute final acceptance of work performed or materials used therein. A final application for payment shall be prepared upon completion of the work, satisfaction of test requirements and fulfillment of the Contract. Any invoices submitted by Contractor must be approved by the Project Manager prior to payment. No final payment shall be made until the project is accepted by the City.

- C. Prevailing Wages
 1. Prior to any payment hereunder, Contractor is responsible for complying with applicable Washington State Department of Labor and Industries and Department of Revenue requirements and procedures, including but not limited to prevailing wage requirements of RCW 39.12. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Work Contract, and any other required documents.

2. For non-transportation public works projects estimated to cost over \$1 million, the following is required per Washington State law (Engrossed House Bill 2805):
 - a. Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" ("Items") (as defined below) shall identify and report the information required on the affidavit of wages paid form filed with the Department of Labor and Industries. Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for Items on the affidavit of wages paid.
 - b. The foregoing reporting requirement for Items shall apply to all public works contracts estimated by the City to cost over \$1 million entered into between the City and Contractor between September 1, 2010 through and including December 31, 2013.
 - c. "Off-Site, Prefabricated, Standard, Project Specific Items" means products or items that are: (i) made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems or sheet metal and sheet metal duct work; (ii) produces specifically for the public work and not considered in the City's discretion to be regularly available shelf items; (iii) produced or manufactured by labor expended to assemble or modify standard items; and, (iv) produced at an off-site location outside Washington State.
 - d. Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on said form that is submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of Items: (i) the estimated cost of the public works project; (ii) the name of the awarding agency and the project title; (iii) the contract value of the Items produced outside of Washington State, including labor and materials; and, (iv) the name, address, and federal employer identification number of the contractor that produced the Items.

- e. The City may direct Contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the Items reporting requirements more than one time, as determined by the Department of Labor and Industries.

D. Retainage will be administered in accordance with RCW 60.28 and the Contract.

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

- A. Time for Completion: Contractor shall begin work within ten business days of Notice to Proceed and will complete work on or before October 31, 2014.
- B. Scope of Project: Right of Way Vegetation Spraying See Exhibit "A" and Attachments "A-F" attached and incorporated herein by this reference.