



# City Council Agenda Bill

20397

Bill Number

**Subject: Bid Award for Alley Grading Equipment Rental and Services - Bid #13B-2014**

**Summary Statement:** The Alley Grading Equipment Rental and Services bid is an annual project that attempts to extend the life of City alleys by re-grading the surface to allow proper drainage, vegetation removal, and a smoother surface. This project was bid for one year with the opportunity to extend for up to 5 years. Bids were opened April 3, 2014. The apparent low bidder is Western Refinery Services (WRS) of Ferndale, WA for \$31,000.

**Previous Council Action:** 2014 Budget Approval

**Fiscal Impact:** 2014 Street Fund = \$31,000

**Funding Source:** Street Fund

**Attachments:** Bid Summary

| 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

| Reviewed By               | Department   | Date       |
|---------------------------|--------------|------------|
| <i>Rory A. Routh</i>      | Public Works | 04/10/2014 |
| <i>Michael A. Olinger</i> | Purchasing   | 04/11/2014 |
| .                         | .            | .          |
| <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

### Alley Grading Equipment Rental & Services

Solicitation Number: **13B-2014**  
 Date of Opening: **04/03/2014**  
 Time of Opening: **11:00 AM**  
 Number of Solicitations Provided: **26**  
 Number of Solicitations Received: **2**

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 |
|------------------------------------|--------------------------------------|-----------------|
| Wrs / Ferndale / WA                | Alley Grading Equipment and Services | \$31,000.00     |
|                                    | Sales Tax:                           | \$0.00          |
|                                    | Group Total:                         | \$31,000.00     |
| Whatcom Builders / Bellingham / WA | Alley Grading Equipment and Services | \$50,000.00     |
|                                    | Sales Tax:                           | \$0.00          |
|                                    | Group Total:                         | \$50,000.00     |

**13B-2014  
EXHIBIT A  
PROPOSAL**

To the Bellingham City Council:

The undersigned bidder declares that they have carefully examined the Plans, Specifications, and Special Provisions for ANNUAL ALLEY GRADING EQUIPMENT RENTAL AND SERVICES 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 12/31/2014.

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.

**STREET-RELATED ITEMS**

| <u>Item No.</u> | <u>Approximate Quantity</u> | <u>Item</u> | <u>Unit Price in Figures</u> | <u>Extended Price in Figures</u> |
|-----------------|-----------------------------|-------------|------------------------------|----------------------------------|
| S-2             | 250 Hours                   | Grading     | \$ <u>124.<sup>00</sup></u>  | \$ <u>31,000.<sup>00</sup></u>   |
|                 |                             |             | Total \$                     | <u>31,000.<sup>00</sup></u>      |

Accompanying this Proposal is cash, certified check or bid bond payable to the City Finance Director, this being the amount not less than five percent (5%) of the total bid including sales tax if applicable, based upon the above price according to the conditions of the Notice to Bidders and Special Provisions. If this bid shall be accepted by the City of Bellingham, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in contract attached, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the security accompanying this proposal shall be forfeited to the City of Bellingham. Otherwise the security accompanying this proposal shall be returned to the undersigned.

Dated this 3<sup>rd</sup> day of APRIL, 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: WRS

Address of Bidder: 2380 GRANDVIEW RD FENNSDALE, WA 98248

Phone: 366-3303 Fax: 366-3304 Email: loren@wrsweb.com

Signature of Authorized Agent: 

Print Name: RYAN LIKKEL

STATE OF WASHINGTON }  
COUNTY OF } ss

I CERTIFY that I know or have satisfactory evidence that Ryan Likkel,  
signed this instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it as the Secretary/Treasurer of WRS Inc.  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

(Seal or Stamp)

**NOTARY PUBLIC  
STATE OF WASHINGTON  
DENISE A KOENIG  
COMMISSION EXPIRES 03-19-2016**

4/3/2014  
DATED  
Denise A. Koenig  
SIGNATURE OF NOTARY PUBLIC  
Denise A. Koenig  
PRINTED NAME  
Notary Public  
TITLE  
3/19/2016  
MY APPOINTMENT EXPIRES

**BID BOND**

( City Form only, No other Bid Bond will be accepted )

**KNOW ALL MEN BY THESE PRESENTS:**

That we Western Refinery Services, Inc.  
\_\_\_\_\_, as Principal, and The Ohio Casualty Insurance Company  
\_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BELLINGHAM as Obligee, in  
the penal sum at least equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal  
of Alley Grading Equipment Rental & Services  
13B-2014

according to the terms of the proposal or bid made by the Principal therefore, and the Principal  
shall duly make and enter into a contract with the Obligee in accordance with the terms of said  
proposal or bid and award and shall give bond for the faithful performance thereof, with Surety  
or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and  
forfeit to the Obligee the penal amount of the deposit specified in the call for bid, then this  
obligation shall be null and void; otherwise it shall be and remain in full force and effect and the  
surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the  
amount of this bond.

**SIGNED, SEALED and DATED** this 3rd day of April, 2014.

Western Refinery Services, Inc.

By: [Signature]  
Principal

The Ohio Casualty Insurance Company

By: [Signature]  
Surety Karen J. Smith, Attorney-In-Fact

April 3, 2014

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5951631

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Roberts; Joanne Reinkensmeyer; Julie A. Craker; Karen Ingram; Karen J. Smith; Thomas P. Hentschell

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of January, 2013

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 15th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

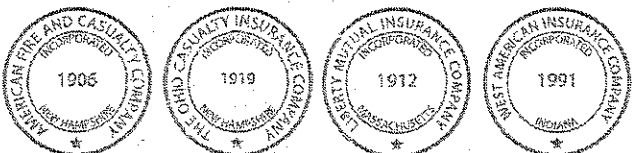
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**13B-2014  
EXHIBIT A  
PROPOSAL**

To the Bellingham City Council:

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The bidder agrees that they will complete all work as required by 12/31/2014.

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.

**STREET-RELATED ITEMS**

| <u>Item No.</u> | <u>Approximate Quantity</u> | <u>Item</u> | <u>Unit Price in Figures</u> | <u>Extended Price in Figures</u> |
|-----------------|-----------------------------|-------------|------------------------------|----------------------------------|
| S-2             | 250 Hours                   | Grading     | \$ <u>200.00</u>             | \$ <u>50,000.00</u>              |
|                 |                             |             |                              | Total \$ <u>50,000.00</u>        |



Accompanying this Proposal is cash, certified check or bid bond payable to the City Finance Director, this being the amount not less than five percent (5%) of the total bid including sales tax if applicable, based upon the above price according to the conditions of the Notice to Bidders and Special Provisions. If this bid shall be accepted by the City of Bellingham, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in contract attached, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the security accompanying this proposal shall be forfeited to the City of Bellingham. Otherwise the security accompanying this proposal shall be returned to the undersigned.

Dated this 3<sup>rd</sup> day of April, 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.

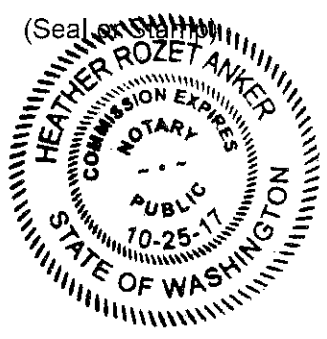
By signing this bid I acknowledge receipt of all addenda (if any) and I acknowledge that I have verified this information by checking on the City's website for any addenda that have been issued.

Submitted by:

Name of Bidder: Whatzom Builders Inc  
Address of Bidder: 703 E Laurel Rd Bellingham WA 98226  
Phone: <sup>360</sup>398-1427 Fax: <sup>360</sup>398-8361 Email: rich.owens@whatzombuilders.com  
Signature of Authorized Agent: Richard L Owens  
Print Name: Richard L Owens

STATE OF WASHINGTON }  
COUNTY OF Whatcom } ss

I CERTIFY that I know or have satisfactory evidence that Richard L Owens, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Whatcom Builders Inc to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



4/3/14  
DATED  
Heather Rozet Anker  
SIGNATURE OF NOTARY PUBLIC  
Heather Rozet Anker  
PRINTED NAME  
Notary Public  
TITLE  
10/25/17  
MY APPOINTMENT EXPIRES

**BID BOND**  
( City Form only, No other Bid Bond will be accepted )

**KNOW ALL MEN BY THESE PRESENTS:**

That we Whatcom Builders, Inc.  
, as Principal, and Travelers Casualty and Surety Company  
of America as Surety, are held and firmly bound unto the CITY OF BELLINGHAM as Obligee, in  
the penal sum at least equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal  
of Alley Grading Equipment Rental and Services

BID 13B-2014

according to the terms of the proposal or bid made by the Principal therefore, and the Principal  
shall duly make and enter into a contract with the Obligee in accordance with the terms of said  
proposal or bid and award and shall give bond for the faithful performance thereof, with Surety  
or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and  
forfeit to the Obligee the penal amount of the deposit specified in the call for bid, then this  
obligation shall be null and void; otherwise it shall be and remain in full force and effect and the  
surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the  
amount of this bond.

SIGNED, SEALED and DATED this 3rd day of April, 2014.

Whatcom Builders, Inc.



Principal

Travelers Casualty and Surety Company of America



Surety Susan B. Larson, Attorney-in-Fact

April 3, 2014



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226934

Certificate No. 005570811

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deanna M. French, Jill A. Boyle, Stuart A. O'Farrell, Susan B. Larson, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Scott McGilvray, Mindee Rankin, and Ellen Bell

of the City of Bellevue, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public