

# PRE-MEETING AGENDA

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**Casper City Council**  
**City Hall, Council Meeting Room**  
**Tuesday, June 18, 2019, 5:30 p.m.**



	<b>Presentation</b>	<b>Allotted</b>	<b>Beginning Time</b>
1.	July 9 Agenda Setting	5 min	5:30
2.	MVPP Language	5 min	5:35
3.	Sole Source Contract – Baler Extension of Ejection Ram System with Recykling Industrial Repairs, Inc.	15 min	5:40
4.	Agenda Review	5 min	5:55
	Approximate Ending Time		6:00

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**Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness**

June 12, 2019

TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing a Sole Source Contract for Professional Services with Recykling Industrial Repairs, Inc., in an amount not to exceed \$270,116 for the Baler Extension of Ejection Ram System Project.

Meeting Type & Date

Regular Council Meeting  
July 2, 2019

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Recykling Industrial Repairs, Inc. (RIR), in an amount not to exceed \$270,116, for Baler Extension of Ejection Ram System, Project No. 19-020.

Summary

Since replacing the balers in 2010, the City has raised safety issues with the operation of ejection rams on the balers in conjunction with the bagging system. The City balers are designed to operate with enough garbage in the ejection chamber to create two (2) bagged bales of garbage. When the ejection ram activates, one bale of garbage is ejected from the end of the chamber where it is bagged and received on a bagging conveyor. The garbage that remains serves as a spacer between the extended ejection ram and the end of the baler chamber.

The remaining garbage will be bagged after the next compaction cycle; however, at the end of a work shift the remaining garbage in the chamber must be removed to evacuate all garbage from the baler to prevent fires and maintain the baler in good working condition. The ejection ram length is not long enough to push the remaining garbage out; therefore, to remove the remaining garbage out of the baler at the end of the shift, an employee must enter the bale chamber, place a landscape timber or tires in the chamber to provide the additional space to eject the garbage onto the bagging conveyor. Prior to having the bagging system at the end of the ejection chamber, the garbage at the end of the day was dug out.

Employees entering the baler chamber is extremely dangerous and requires a lockout/tagout procedure where the baler is de-energized and the power to the baler is turned off, locked and tagged out. Because there is potential for human error and the consequence of making a lockout/tagout error is deadly, staff would like to eliminate the need for an employee to enter the ejection chamber.

To eliminate the need for an employee to enter the ejection chamber, the ejection ram needs to be long enough to eject the remaining garbage at the end of the day from the ejection chamber onto the bagging conveyor. To extend the ejection rams, a baler maintenance specialist is needed who is familiar with the City's balers, to acquire new ejection cylinders meeting current proprietary cylinder specifications and to modify the ejection chambers (referred to as Baler Ejector Platen).

Recykling Industrial Repairs, Inc. (RIR) are the only baler maintenance specialists familiar with the City's waste balers and who have an exclusive agreement with the proprietary cylinder manufacture; therefore, City Staff recommends awarding a sole source professional service contract to RIR.

Financial Considerations

Project funding is from Balefill Fund Reserves and included in the Balefill FY19 budget.

Oversight/Project Responsibility

Sean Orszulak, Superintendent of Solid Waste Operations  
Cynthia Langston, Solid Waste Division Manager

Attachments

Resolution  
Agreement  
Exhibit A, B, C & D

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. Recykling Industrial Repairs, 50 W. Railroad Street, Milan, Georgia 31060 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a project to extend the baler ejection rams.

B. The project requires professional services for the ejection ram systems on each of the two (2) garbage balers to be modified so bales of garbage will be pushed out of the enviro baler system; Project 19-020.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. Onsite Job Tasks.

Tasks shall be performed as set forth in Exhibit A.

B. Provide One (1) Year Manufacturer Warrantee on Eject Cylinders

Contractor shall perform cylinder performance testing as described herein (see Section 1. C below, titled “Eject Cylinder Performance Testing”). The City shall record performance parameters and conditions after 60 days of operation for each cylinder as described herein, Section 1.C.

Any failures of a drift test shall be reported to the Contractor within 24 hours of the test, and shall be accompanied by a written report of the circumstances of the claimed test failure. See Exhibit B for details of the one (1) year cylinder manufacturer warrantee.

C. Eject Cylinder Performance Testing

The Contractor and the City agree the eject cylinder performance testing shall be performed as follows:

1. The manufacturer shall provide written results of a cylinder bypass test (drift test) performed at the completion of manufacturing and before shipment. The drift test shall be performed in a manner using best practices for the industry and the drift test shall demonstrate each of the cylinders to be in good operating condition. The testing method used shall be described in the written results (Not just pass/fail). The results shall also contain a statement the cylinders were manufactured specifically for the City and all components were new and not repurposed in any manner.
2. The cylinders, upon arrival at the City Solid Waste Facility, shall be drift tested at Brake Supply, Inc. or another reputable hydraulic shop in the immediate area to further confirm the condition of the cylinders. The drift test shall be performed at a minimum of every six inches of cylinder travel, at 1000 pounds per square inch with oil at normal operating temperature (not cold) and held for no less than one minute. Rod movement during the drift test shall be considered a failure.
3. The cylinder rod end (pin end) shall be monitored by City staff during the drift test for a period of no less than an hour in different positions, and show no rotational movement indicative of a bent rod.
4. Once the cylinders are installed in the ejection system of the balers, the cylinders shall be monitored and data logged to compile a base line data set. The parameters and operating conditions shall be agreed to by the Contractor and City and shall include, at a minimum, the following: (a) Pressure, (b) Cycle time, (c) Consistent load (either pushing the head only or a load of equal weight), (d) Oil temperature, and (e) Identical programming and valve settings.

5. The base line data set shall demonstrate the performance of each new cylinder is performing satisfactorily under normal operating conditions.

6. After 60 hours of operation for each cylinder, the City shall monitor and data log the same parameters under the same conditions of the base line data set. Results will then be compared to the base line data set. Any change in the comparison of the base line data set and the after 60 hours of operation data set that is considered significant by the City shall require removal of the cylinder, and a second drift test to confirm or negate a problem.

D. Provide One (1) Year Contractor Warrantee on Ejector Platen

Contractor shall provide a one (1) year warrantee on the ejector platen to guarantee its performance as intended with no foreseeable issues (see Exhibit C). If the ejector platen fails to perform as intended, Contractor will repair as needed including required programming. It is only valid as a Contractor repair or a Contractor approved repair. The warrantee covers defects in material and faulty workmanship. No collateral damage to other components on the machine are covered. No freight cost or no lost production cost are covered under the warrantee.

E. Execute City Leasing Agreement

Exhibit D, a City leasing agreement shall be signed/executed on the day of arrival into the City of Casper. Contractor shall sign Exhibit D, a City lease, for five (5) Contractor employees to be housed for twenty-eight (28) days.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 8<sup>th</sup> day of August, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Seventy Thousand One Hundred Sixteen Dollars (\$270,116).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City

Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract and that it is entitled to receive the amount requested under the terms of the Contract (see Exhibit A). Fifty percent (50%) of payment is due prior to arrival onsite in Casper, twenty five percent (25%) of payment after successfully completing drift tests for both eject cylinders in Casper, twenty percent (20%) of payment after one month of successful baling waste, and the remaining five percent (5%) of payment after 60-days of successful baling waste for each cylinder herein described in Section 1.C.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

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ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Recykling Industrial Repairs, Inc.  
Eject Ram Extension  
19-020

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Recykling Industrial Repairs, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting"

coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. EXHIBITS:

Exhibits A, B, C and D, which are referenced in this Contract, are hereby made a part of this Contract as though fully set forth.