



**DATE:** November 22, 2019  
**TO:** Tyler Schroeder, Director of Administrative Services  
**FROM:** Brad Bennett, AS Finance Manager  
**SUBJECT:** Approval to Purchase Modular Building for the Point Roberts Transfer Station

- **Background & Purpose**

The Health Department, Solid Waste Division is requesting approval to purchase a 48'x10' modular building to replace the dilapidated trailer/office building at the Point Roberts Transfer Station. The vendor is Williams Scotsman, located in Marysville, and the total cost of the building is \$65,179.75, including all freight costs, labor costs for installation of an ADA ramp, and setup costs including tiedowns, skirting, and other aspects of the installation, and sales tax.

A bid request for the replacement modular building was advertised, Bid #19-61, there were no responses to our bid solicitation.

This building is a manufacturer rebuilt building, and is being offered at a significantly lower cost than other comparable new buildings. RCW 39.04.280(1)(b) provides a special market conditions exception from the bidding requirements. The Prosecutor's Office has reviewed this purchase request and is satisfied that the situation would constitute a special market condition, due to the fact that the unit is unique and is available at a discount.

- **Funding**

Funding for this purchase was approved on Supplemental #4-2019, Ordinance #2019-026. I concur with this request.

  
\_\_\_\_\_  
AS Finance Manager

Approved as recommended:

\_\_\_\_\_  
Director of Administrative Services

Date of Council Action \_\_\_\_\_



**Williams Scotsman, Inc.**  
 14407 Smokey Point Blvd  
 Marysville WA 98271-7864

**Your Williams Scotsman Representative**  
 Skip Locke  
 Territory Sales Manager  
**Phone:** (360)651-1800 Ext. 49120  
**Fax:** 360-651-8849  
**Email:** skip.locke@willscot.com  
**Toll Free:** 800-782-1500

**Contract Number:** 1165203  
**Revision:** 1  
**Date:** October 25, 2019

**SALE AGREEMENT FOR USED EQUIPMENT WITHOUT WARRANTY**

<b>Buyer:</b> 6371523	<b>Contact:</b>	<b>Ship To Address:</b>
WHATCOM COUNTY 311 GRAND AVE STE 50 BELLINGHAM, Washington, 98225	Rusty Noble 311 GRAND AVE STE 50 BELLINGHAM, WA, 98225 Phone: (360) 778-5366 Fax: +1.360.676.6775 Email: rnoble@co.whatcom.wa.us	2005 Johnson Road Point Roberts Transfer Station POINT ROBERTS , WA 98281 US <b>Delivery Date (on or about):</b> <b>12/09/2019</b>

Unit Description and Pricing	Quantity	Price	Extended
48x10 Shower Locker (44x10 Box)      Unit Number: EVG-03806	1	\$34,717.15	\$34,717.15
Ramp - Delivery & Installation	1	\$1,231.71	\$1,231.71
ADA/IBC Ramp - 30' & Under	1	\$7,541.10	\$7,541.10
Miscellaneous Installation      Labor to ready bld for trans.	1	\$1,369.86	\$1,369.86
Miscellaneous Material      Material to transport bld. Can	1	\$342.47	\$342.47
Hitch removal	1	\$100.00	\$100.00
Modification to Unit M      Add doors and windows	1	\$3,200.00	\$3,200.00
Modification to Unit L      Add doors and windows	1	\$3,200.00	\$3,200.00
Delivery Freight	1	\$3,691.73	\$3,691.73
Block and Level	1	\$495.99	\$495.99
Tiedowns into dirt	16	\$92.18	\$1,474.88
Wood skirting	108	\$20.00	\$2,160.00
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$59,524.89</b>

\*All prices exclude applicable taxes.

**Summary of Charges**

Model: SL4810	QUANTITY: 1	Total Charges for (1 ) Building(s): \$59,524.89
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**Payment Terms**

Sales Percent Down: 50%  
 Sales Percent Pre Delivery: 0%  
 Sales Percent Net: 50%

Sales Percent Net Days: 0 days  
 Credit Terms: 50% due upon placement of order; 50% due upon delivery; subject to credit review.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on October 28, 2019, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and WHATCOM COUNTY ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No addenda are included with this document

\*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (7-26-13) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.

**EXCLUSIONS OF ALL WARRANTIES:**  
**AS ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED BUYER, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND THAT THE SALE IS "AS IS" AND "WITH ALL FAULTS." FURTHERMORE, WILLIAMS SCOTSMAN IS PROVIDING NO WARRANTIES AND MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OF THE SUBJECT MODULAR BUILDING.**

Buyer's Initials

<b>Signatures</b>	
<b>BUYER (Name):</b> WHATCOM COUNTY	<b>SELLER:</b> Williams Scotsman, Inc.
Signature:	
Print Name:	
Title:	
Date:	
PO#	

**PLEASE RETURN SIGNED AGREEMENT TO: BALLleases@willscot.com**

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to: 311 GRAND AVE STE 50 BELLINGHAM, Washington, 98225	
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