

**BEFORE THE BOARD OF SUPERVISORS OF THE
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

**RESOLUTION RATIFYING CONTRACTS WITH NW CONTAINER SERVICES, INC. AND DRY BOX, INC. FOR SHIPPING CONTAINERS) RESOLUTION NO. 24-008
)
)**

WHEREAS, the District needs long-term storage for rock core samples to advance geotechnical engineering supporting a proposed flow-through dam for flood control; and

WHEREAS, District staff published a formal call for bids for sale and delivery of nine NOR shipping containers for this purpose, with an alternate bid of a per-unit cost for sale and delivery of additional containers; and

WHEREAS, the following bids (not including sales tax) were received:

NW Container Services, Inc.	\$57,420 (no per-unit alternate);
Dry Box, Inc.	\$62,550 (\$6,950 per unit);
Conexwest	\$82,570 (\$8,232 per unit); and

WHEREAS, the Administrator contracted with NW Containers Services, Inc. as the lowest responsible bidder for nine NOR containers, and contracted with Dry Box, Inc. as the lowest responsible bidder for one additional NOR container at the per-unit cost; and

WHEREAS, the Board of Supervisors must ratify the NW Containers Services, Inc. contract based on the District's adopted procurement policy and Administrator's signature authority; and

WHEREAS, the Board has reviewed both contracts and finds them in the best interests of the District and public;

NOW THEREFORE, BE IT RESOLVED, that the contract with NW Container Services, Inc. is hereby ratified. If the Dry Box, Inc. contract needs ratification because it was part of the same bid, it is also ratified.

The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at a regular open public meeting this 18th day of June, 2024.

APPROVED AS TO FORM:

BOARD OF SUPERVISORS OF CHEHALIS RIVER
BASIN FLOOD CONTROL ZONE DISTRICT



By: Interim District Counsel


Scott Brummer, Chair

ATTEST:


Sean Swope, Vice Chair


Tammy Martin, Interim Clerk of the Board


Lindsey R. Pollock, DVM, Supervisor

AGREEMENT FOR SALE AND DELIVERY OF GOODS

BETWEEN THE CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT AND NW CONTAINER SERVICES, INC.

This Contract is made and entered into by the Chehalis River Basin Flood Control Zone District, hereinafter referred to collectively as the "DISTRICT," and NW Container Services, Inc., hereinafter refer to as the "CONTRACTOR." The DISTRICT and the CONTRACTOR together, are hereinafter referred to as the "PARTIES."

Chehalis River Basin Flood Control Zone District
351 NW North St
Chehalis, WA 98532

NW Container Services, Inc.
11920 N. Burgard Rd
Portland, Oregon 97203

PURPOSE AND STATEMENT OF WORK

DISTRICT hereby enters into a contract agreement with CONTRACTOR to sell and deliver shipping containers to the Meskill Pit, a site in western Lewis County, as set forth in the call for bids (attached as Exhibit A) and CONTRACTOR's bid accepted by the District (attached as Exhibit B).

CONTRACTOR shall deliver a total of ten (10) shipping containers to the District: the nine NOR containers quoted in the accepted bid plus one (1) additional NOR container at the per-unit price bid. Delivery shall be to the Meskill Pit as depicted in the call for bids (Exhibit A), to locations marked by the District in the area so depicted.

CONTRACTOR provides such services as an independent contractor using CONTRACTOR'S own officers, agents, employees, or contractors. This Contract shall not be construed to make the DISTRICT an employer or joint employer of CONTRACTOR or any of CONTRACTOR's officers, agents, employees, or contractors. Furthermore, Delivery shall be made at the CONTRACTOR's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

PERIOD OF PERFORMANCE

The term of this Agreement shall commence on June 1, 2024 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate on July 31, 2024, but may be extended by mutual agreement.

As specified in Exhibit A, CONTRACTOR shall deliver at least three (3) shipping containers to the Meskill Pit by June 11, 2024. CONTRACTOR shall deliver the remaining six (6) shipping containers to the Meskill Pit by June 30, 2024. CONTRACT shall inform the district at least 3 business days before delivery.

COMPENSATION

CONTRACTOR shall be paid consistent with Exhibit B. No additional compensation shall be paid; any increase in cost of performance for sale and delivery of the goods shall be borne by CONTRACTOR.

BILLING PROCEDURES AND PAYMENT

The CONTRACTOR shall provide the DISTRICT with an invoice at time of completion. The DISTRICT will pay the invoice within 30 days, except as otherwise specified in the termination for default, termination for public convenience, or withholding sections below.

MODIFICATIONS

Either party may request changes in this Agreement. No modifications agreed to by the parties shall be effective until memorialized in a writing signed by each of the parties.

TERMINATION FOR DEFAULT

If the CONTRACTOR defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the DISTRICT may, by depositing written notice to the CONTRACTOR in the U.S. mail, postage prepaid, terminate the Agreement, and at the DISTRICT's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the CONTRACTOR shall not be entitled to receive any further payments under the Agreement until work called for has been fully performed. Any extra cost or damage to the DISTRICT resulting from such default(s) shall be deducted from any money due or coming due to the CONTRACTOR. The CONTRACTOR shall bear any extra expenses incurred by the DISTRICT in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the DISTRICT by reason of such default.

Furthermore, and in addition to the foregoing, if CONTRACTOR defaults in performing the obligations of this Agreement with respect to delivery of goods conforming to the specifications agreed upon, the quantity agreed upon, or the time for delivery agreed upon, CONTRACTOR shall be liable for liquidated damages of \$1,000.00 per day, plus prejudgment interest, until such time as CONTRACTOR cures the default or the DISTRICT is able to obtain performance of the work elsewhere. For avoidance of doubt, these damages reasonably relate to the cost of scrambling to obtain immediate storage capacity for a large quantity of material in a remote area on short notice in the event of default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

TERMINATION FOR PUBLIC CONVENIENCE

The DISTRICT may terminate the Agreement in whole or in part whenever the DISTRICT determines, in its sole discretion, that such termination is in the interests of the DISTRICT. Whenever the Agreement is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or non-completed work. Termination of this Agreement by the DISTRICT at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the DISTRICT.

WITHHOLDING PAYMENT

In the event the CONTRACTOR has failed to perform any substantial obligation required under this Agreement the DISTRICT shall notify the CONTRACTOR in writing. If that failure has not been cured within thirty days after notification, then the DISTRICT may, upon written notice, withhold all monies due and payable to CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated.

CONTRACT MANAGEMENT

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The DISTRICT representative shall be Eric Eisenberg, 351 NW North St, Chehalis WA 98532; 360-740-1235; Eric.Eisenberg@lewiscountywa.gov.

The CONTRACTOR representative shall be Kevin Overby, 11920 N. Burgard Rd, Portland, Oregon 97203; 360-910-7165; KevinO@nwcontainer.com.

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, CONTRACTOR shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that DISTRICT shall have no obligations under that Title to any of CONTRACTOR's officers, agents, employees, or contractors.

INSURANCE

CONTRACTOR shall provide:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must

be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Combined Single Limit shall be no less than \$2,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

The policy or policies to furnish the above insurance must list the DISTRICT as "primary, non-contributory" additionally insured.

INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold DISTRICT and DISTRICT'S officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any negligent act, error, omission or the willful misconduct of CONTRACTOR or CONTRACTOR's officers, agents, employees, or contractors.

CONTRACTOR's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

DISTRICT reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations herein.

The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

SURVIVAL OF CONTRACT

This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to Washington's choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County.

TIME IS OF THE ESSENCE.

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

DELEGATION OF SAFETY

For the period in which delivery of the goods occurs, DISTRICT delegates to CONTRACTOR, and CONTRACTOR agrees to assume, any duty DISTRICT has to exercise reasonable care to make the premises and work area safe, and CONTRACTOR agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and if necessary create and post a site-specific worker safety plan in advance of gaining access to the work area.

CONTRACTOR represents that it is a professional delivery company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

INTERPRETATION

All parties contributed materially to the preparation and negotiation of this Agreement, and this Agreement is not to be construed against any party.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by both Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

ASSIGNMENT OR SUBCONTRACTING

No portion of this agreement may be assigned or subcontracted to any other individual, firm, or entity by CONTRACTOR without DISTRICT's express and prior written approval. Notwithstanding any assignment or delegation by CONTRACTOR concerning this Agreement, whether with or without the DISTRICT's consent, CONTRACTOR shall nevertheless remain primarily liable to DISTRICT for all of its obligations hereunder notwithstanding any written provision to the contrary.

AUTHORITY

The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

APPROVAL


This Contract shall be subject to the written approval of the DISTRICT authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

PUBLIC RECORDS COMPLIANCE

CONTRACTOR shall assist DISTRICT and fully cooperate with DISTRICT to fulfill all of DISTRICT's obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to DISTRICT that concerns records possessed by CONTRACTOR by timely and fully responding and providing documents and records in response to DISTRICT's request for the same. The obligations created by this section shall survive the termination of this Agreement.

**CHEHALIS RIVER BASIN FLOOD CONTROL
ZONE DISTRICT**



Ryan Barrett
District Administrator
Subject to later ratification by the
District's Board of Supervisors

6/13/24

DATE

NW CONTAINER SERVICES, INC.

Kevin Overby

Kevin Overby
Sales & Leasing

6/12/2024

DATE

Exhibit A

Call for Bids – Meskill Pit Shipping Containers



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

CALL FOR BIDS – SHIPPING CONTAINERS

SUMMARY

The Chehalis River Basin Flood Control District, a municipal corporation in Lewis County, Washington, seeks bids for the sale and delivery of nine (9) non-operating reefer (NOR) shipping containers by June 11, 2024, with alternate per-unit bids for additional NOR containers and additional steel one-trip shipping containers. The shipping containers must meet the specifications listed below and be delivered as instructed below. Bids are to be returned by email no later than May 29, 2024 at 11:59PM Pacific Time, as specified below. Bids will be opened and publicly read on May 30, 2024 at 9AM Pacific Time on the second floor of the historic courthouse at 351 NW North St, Chehalis, WA in front of the Lewis County Board of County Commissioners Office.

CONTACT INFORMATION

Name: Eric Eisenberg, Deputy District Administrator

Email: Eric.Eisenberg@lewiscountywa.gov

Phone: (360) 740-1235

BACKGROUND

The Chehalis River Basin Flood Control Zone District (District) is a municipal corporation formed under Ch. 86.15 RCW, which is headquartered in Chehalis, WA. The District is the proponent of a flood control project in western Lewis County, a flow-through dam for flood control located on the Chehalis River near Pe Ell, Washington. As part of environmental review for the project, the District's consultant will bore into rock around the project site to obtain rock core samples needed for early-stage engineering required to determine environmental impacts. In all, the District will need to store 400-600 boxes of rock core samples, totaling just under 3000 square feet of rock core samples stacked on pallets for a long period of time.

The District seeks to purchase nine insulated shipping containers meeting certain specifications to prevent the pallets from freezing and allow their storage and forklift accessibility. These containers will be stored in large, stable bedrock area of inactive gravel mine site, somewhat near the project location. Delivery to that location is solicited as part of the call for bids. In addition, for future needs the District seeks per-unit quotes for additional shipping containers meeting the same specifications and for additional steel one-trip shipping containers.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

*Lindsey R. Pollock, DVM
Member*



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

DELIVERY INFORMATION

The location for delivery is Lewis County tax parcel number 019300002000, which is unaddressed (0 Meskill Rd) but is located near 419 Meskill Rd in unincorporated Lewis County between Adna, WA and Doty, WA. Two maps are attached: (1) the vicinity of the delivery site, and (2) a detail of the site showing the location for the containers (red box) and one of the entrances for delivery (red arrow). The site is an inactive gravel mine situated on bedrock; the ground is dense with gravel and is suitable for truck traffic. Lewis County owns the site and is allowing the District to use it for storage.

Containers will be placed in a row in a location specified by the District, each a few feet apart. Bidders must be able to deliver at least three containers by June 11, 2024, with the rest delivered by June 30, 2024. Delivery of all nine containers before those dates is acceptable.

SPECIFICATIONS

Mandatory bid: Bidders must submit a bid for nine non-operating reefer (NOR) shipping containers of either one-trip or at most two-trip condition, undamaged and of good quality. The containers must be 8' x 40' of either standard or high-cube height. The floor of the containers must be of reinforced material (such as steel or aluminum) strong enough to withstand forklift traffic to move pallets of rocks, as set forth above. The shipping containers must have standard double-door access at one side of the container, but are permitted to have additional doors. No open top containers are acceptable. Delivery costs shall be included, either by noting that the bid amount includes delivery or by separately indicating the delivery costs as a line item in the bid. Bids that do not specify how delivery costs are included shall be assumed to include delivery costs. Delivery shall be made at the bidder's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

Optional alternates: [These start on this page and continue onto the next page.]

- Bidders may optionally submit a per-unit amount for additional NOR shipping containers meeting the mandatory bid specifications above.
- Bidders may optionally submit an alternate bid for (i) nine NOR shipping containers that have been used for more than two trips, otherwise meeting the specifications above, and/or (ii) a per-unit amount for additional NOR shipping containers of that type.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

*Lindsey R. Pollock, DVM
Member*



Chehalis River Basin

Flood Control Zone District

Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator

351 NW North St
Chehalis, WA 98532-1900

- Bidders may optionally submit an alternate bid for (i) nine NOR shipping containers greater than 8' wide, otherwise meeting the specifications above, and/or (ii) a per-unit amount for additional NOR shipping containers of that type.
- Bidders may optionally submit a per-unit amount for additional steel 8'x 40' one-trip shipping containers of either standard or high-cube height, undamaged and of good quality. Delivery costs shall be included, either by noting that the bid amount includes delivery or by separately indicating the delivery costs as a line item in the bid. Bids that do not specify how delivery costs are included shall be assumed to include delivery costs. Delivery shall be made at the bidder's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

REQUIREMENTS

Bidders shall be licensed to transact business in Washington, licensed to engage in sale of the goods they purport to sell, and not suspended or debarred. They must follow all laws in carrying out the sale. They must have marketable title to and the present ability to sell the wares.

Bidders must have general liability insurance of \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate. They must have business auto coverage including owned, non-owned and hired autos with a coverage limits of no less than \$2,000,000 per accident, combined single limit. They must agree to indemnify the District and Lewis County for any losses, claims, or other damages or expenses arising out of the Bidder's performance of this sale, except those due to the sole negligence of the District or Lewis County.

SUBMITTAL INFORMATION

Bids shall be included in an attachment to an email sent to Eric.Eisenberg@lewiscountywa.gov no later than May 29, 2024 at 11:59PM Pacific Time. ***The email to which the bid is attached should not include the mandatory or alternate bids specified above; it should be only a cover email to which the bid is attached so as to allow the bid to remain unread until all bids are publicly opened.*** Bids may be attached as Word documents, PDFs, or other easily readable formats in widespread use.

Scott Brummer
Chair

Sean D. Swope
Vice Chair

Lindsey R. Pollock, DVM
Member



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

Bids will be opened and publicly read on May 30, 2024 at 9AM Pacific Time on the second floor of the historic courthouse at 351 NW North St, Chehalis, WA in front of the Lewis County Board of County Commissioners Office.

The District reserves the right to extend the submittal date and/or the opening date upon notice to bidders and potential bidders as set forth below, without further newspaper publication.

AWARD INFORMATION

Having received and opened the bids, the District reserves the right to:

- waive bidding irregularities;
- reject all bids;
- seek additional information from all bidders equally within a specified time period;
- accept the lowest responsible bid for the mandatory bid, above;
- accept one or more of the optional or mandatory alternate bids, above, either in addition to or in lieu of the mandatory bid, for a period of 90 days after bid opening or such shorter time as is specified in the bidders bid; and/or
- permit Lewis County to make purchases based on this call for bids. Bidders are placed on notice that through contract, Lewis County may “piggyback” on this call for bids.

NOTICES

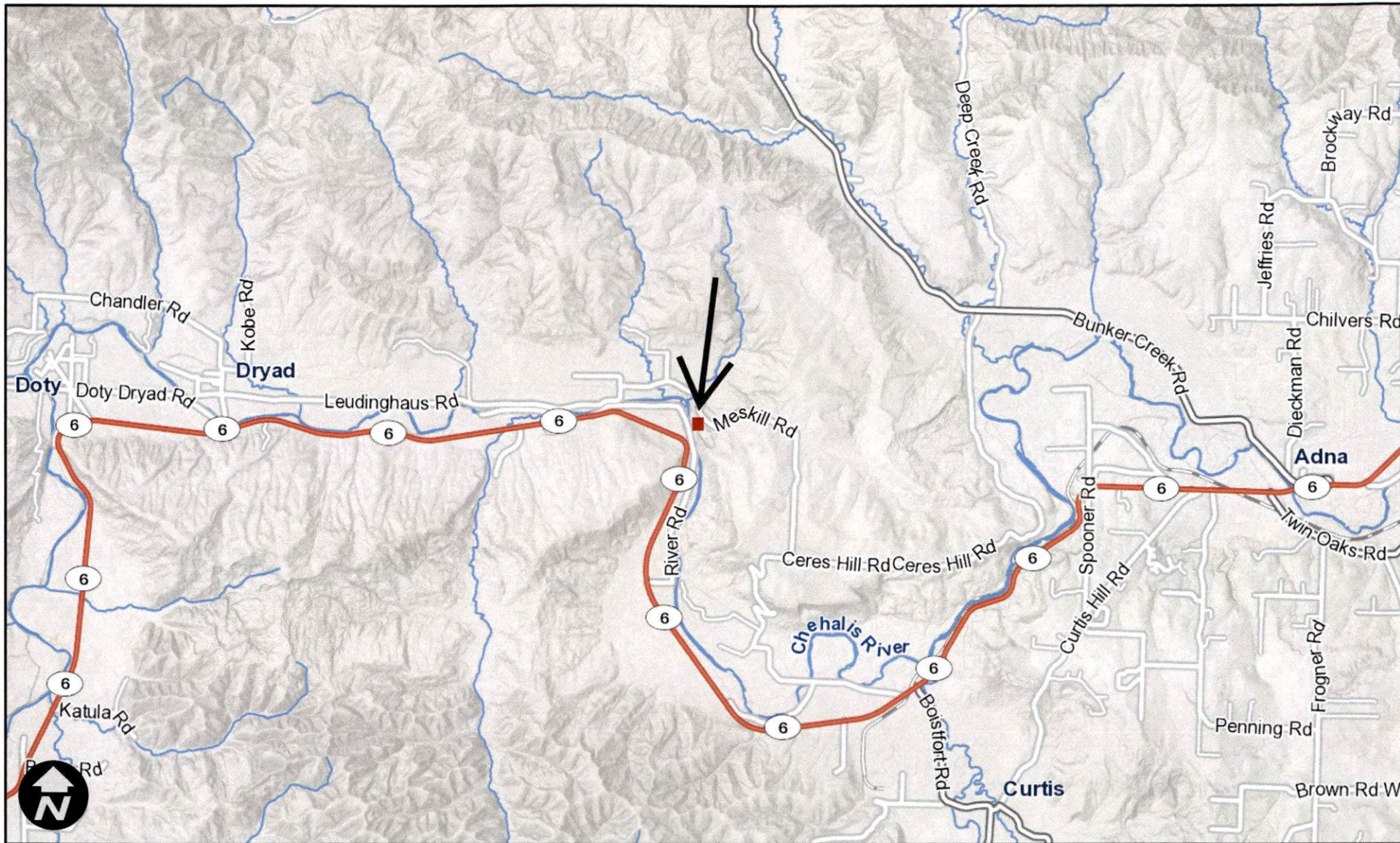
Notices, updates, answers to questions, extensions, and any and all other information concerning this call for bids shall be posted on the District’s website, <https://www.chehalisriverbasinfcd.com/>.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

*Lindsey R. Pollock, DVM
Member*

Bid Location Vicinity



5/14/2024, 3:08:04 PM

1:75,000

0 3,375 6,750 13,500 ft
NAD 1983 StatePlane Washington South FIPS 4602 Feet



Lewis County does not guarantee the accuracy of the information shown on this map and is not responsible for any use or misuse by others regarding this material. It is provided for general informational purposes only. This map does not meet legal, engineering, or survey standards. Please practice due diligence and consult with licensed experts before making decisions.

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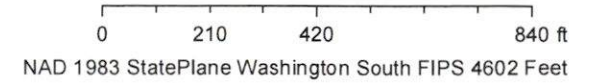
Bid Location Detail



5/14/2024, 3:03:24 PM

1:4,514

- Roads**
- Private
 - State
 - County
 - City
 - USFS
 - Out of County
 - Other
- Parcels



Lewis County does not guarantee the accuracy of the information shown on this map and is not responsible for any use or misuse by others regarding this material. It is provided for general informational purposes only. This map does not meet legal, engineering, or survey standards. Please practice due diligence and consult with licensed experts before making decisions.

Exhibit B

CONTRACTOR's Bid, Accepted by DISTRICT

Eric Eisenberg

From: Kevin Overby <KevinO@nwcontainer.com>
Sent: Thursday, May 30, 2024 4:18 PM
To: Eric Eisenberg
Subject: Re: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

It is a package deal for the 9

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>
Sent: Thursday, May 30, 2024 4:15:39 PM
To: Kevin Overby <KevinO@nwcontainer.com>
Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

No, my question was about the other bid, the alternate one for used NOR contains with a unit price of \$5,520. The question is whether if we ordered an additional use NOR container of that same type, the unit price would be \$5,520, or whether that is not true because this was a packaged deal for 9 of them. Basically, I am trying to figure out if your bid was just for 9 of them or if it is also a per-unit bid for additional used NOR containers of the same type at the same per-unit rate.

Best,

Eric Eisenberg (he/him)
Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

From: Kevin Overby <KevinO@nwcontainer.com>
Sent: Thursday, May 30, 2024 4:12 PM
To: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>
Subject: Re: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Not sure what happened but each container is 35,750

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>
Sent: Thursday, May 30, 2024 4:08:10 PM
To: Kevin Overby <KevinO@nwcontainer.com>
Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Actually I have a follow up question: for your alternate bid for the used NOR containers, should I take the per-unit cost for those NOR containers to be the cost if I was going to order an additional used NOR container? Or are these 9 a

packaged deal, such that the unit cost for each of them is not a per-unit cost if we were to order an additional NOR container?

Thank you.

Best,

Eric Eisenberg (he/him)

Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

From: Eric Eisenberg

Sent: Thursday, May 30, 2024 4:02 PM

To: Kevin Overby <KevinO@nwcontainer.com>

Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

I received this – thanks for adding the additional information!

Best,

Eric Eisenberg (he/him)

Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

From: Kevin Overby <KevinO@nwcontainer.com>

Sent: Thursday, May 30, 2024 10:44 AM

To: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Hello,

Let me know if you need further information.

Thankyou!!

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Sent: Thursday, May 30, 2024 9:54 AM

To: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Subject: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Importance: High

Gentlemen,

You are one of the bidders who submitted for the Chehalis River Basin Flood Control Zone District's bid for shipping containers at the Meskill Pit site. I regret to inform you that all of the bids we received failed to follow the bid requirements! I therefore I am requesting additional information from you by tomorrow, Friday May 31, at 11:59PM. We would like to buy from one of you, but we need a conforming bid. Please read this email, which will hopefully help you figure out what to submit, and please submit any additional information you wish to submit with your bid by that time.

To summarize, the call for bids (attached) had one mandatory bid: 9 NOR shipping containers of either one-trip or at most two-trip condition. The containers were to be delivered in June. Additional optional bids included a per-unit amount for additional NOR containers, or for nine NOR containers having had more than two trips but in good condition, or for a per-unit amount for NOR containers having more than two trips but in good condition, or for a per-unit amount for standard steel 40' shipping containers.

- At least one of the bids we received was for NOR containers with multiple trips. This is fine as an alternate, but we still need that bid to include the mandatory bid as well to be considered, even if the mandatory bid would be a lot more expensive.
- At least one of the bids we received was for operational refrigerated containers instead of NOR containers. We need a bid for NOR containers. An alternate bid for used NOR containers with more than two trips would be okay too, as long as there was also a bid for one- or two-trip NOR containers to meet the mandatory requirements.
- None of the bids included an optional per-unit price for additional NOR containers of any type. None of the bids included an optional per-unit price for standard steel containers. I can tell you that we anticipate making a purchase from one of these per-unit additions, so we would like a bid on that.
- At least one of the bids did not include delivery within June. We need delivery of some of containers in mid-June.

With this in mind, please review your bid and see if any of these issues applied to you. If so, please correct your bid or supply additional information to make sure your bid contains at least the mandatory bid. You are also allowed to include other things, like a bid for used NOR containers, as an alternate—but you have to include the mandatory bid as well, even if you think it would be stupid for us to purchase the mandatory bid because of its price!

Thank you all.

Best,

Eric Eisenberg (he/him)
Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

External Email - Remember to think before you click!

This message may contain links with malware, viruses, etc. Please ensure the message is legitimate before opening it.

AGREEMENT FOR SALE AND DELIVERY OF GOODS

**BETWEEN THE CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT AND
DRY BOX, INC.**

This Contract is made and entered into by the Chehalis River Basin Flood Control Zone District, hereinafter referred to collectively as the "DISTRICT," and Dry Box, Inc., hereinafter refer to as the "CONTRACTOR." The DISTRICT and the CONTRACTOR together, are hereinafter referred to as the "PARTIES."

Chehalis River Basin Flood Control Zone District
351 NW North St
Chehalis, WA 98532

Dry Box, Inc.
132 Estep Rd.
Chehalis, WA 98532

PURPOSE AND STATEMENT OF WORK

DISTRICT hereby enters into a contract agreement with CONTRACTOR to sell and deliver shipping containers to the Meskill Pit, a site in western Lewis County, as set forth in the call for bids (attached as Exhibit A) and CONTRACTOR's bid accepted by the District (attached as Exhibit B).

CONTRACTOR shall deliver a total of ten (10) shipping containers to the District: the nine NOR containers quoted in the accepted bid plus one (1) additional NOR container at the per-unit price bid. Delivery shall be to the Meskill Pit as depicted in the call for bids (Exhibit A), to locations marked by the District in the area so depicted.

CONTRACTOR provides such services as an independent contractor using CONTRACTOR'S own officers, agents, employees, or contractors. This Contract shall not be construed to make the DISTRICT an employer or joint employer of CONTRACTOR or any of CONTRACTOR's officers, agents, employees, or contractors. Furthermore, Delivery shall be made at the CONTRACTOR's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

PERIOD OF PERFORMANCE

The term of this Agreement shall commence on June 1, 2024 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate on July 31, 2024, but may be extended by mutual agreement.

As specified in Exhibit B, CONTRACTOR shall deliver one NOR shipping container to the Meskill Pit by June 30, 2024. CONTRACT shall inform the district at least 3 business days before delivery.

COMPENSATION

CONTRACTOR shall be paid consistent with Exhibit B. No additional compensation shall be paid; any increase in cost of performance for sale and delivery of the goods shall be borne by CONTRACTOR.

BILLING PROCEDURES AND PAYMENT

The CONTRACTOR shall provide the DISTRICT with an invoice at time of completion. The DISTRICT will pay the invoice within 30 days, except as otherwise specified in the termination for default, termination for public convenience, or withholding sections below.

MODIFICATIONS

Either party may request changes in this Agreement. No modifications agreed to by the parties shall be effective until memorialized in a writing signed by each of the parties.

TERMINATION FOR DEFAULT

If the CONTRACTOR defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the DISTRICT may, by depositing written notice to the CONTRACTOR in the U.S. mail, postage prepaid, terminate the Agreement, and at the DISTRICT's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the CONTRACTOR shall not be entitled to receive any further payments under the Agreement until work called for has been fully performed. Any extra cost or damage to the DISTRICT resulting from such default(s) shall be deducted from any money due or coming due to the CONTRACTOR. The CONTRACTOR shall bear any extra expenses incurred by the DISTRICT in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the DISTRICT by reason of such default.

Furthermore, and in addition to the foregoing, if CONTRACTOR defaults in performing the obligations of this Agreement with respect to delivery of goods conforming to the specifications agreed upon, the quantity agreed upon, or the time for delivery agreed upon, CONTRACTOR shall be liable for liquidated damages of \$1,000.00 per day, plus prejudgment interest, until such time as CONTRACTOR cures the default or the DISTRICT is able to obtain performance of the work elsewhere. For avoidance of doubt, these damages reasonably relate to the cost of scrambling to obtain immediate storage capacity for a large quantity of material in a remote area on short notice in the event of default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

TERMINATION FOR PUBLIC CONVENIENCE

The DISTRICT may terminate the Agreement in whole or in part whenever the DISTRICT determines, in its sole discretion, that such termination is in the interests of the DISTRICT. Whenever the Agreement is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or non-completed work. Termination of this Agreement by the DISTRICT at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the DISTRICT.

WITHHOLDING PAYMENT

In the event the CONTRACTOR has failed to perform any substantial obligation required under this Agreement the DISTRICT shall notify the CONTRACTOR in writing. If that failure has not been cured within thirty days after notification, then the DISTRICT may, upon written notice, withhold all monies due and payable to CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated.

CONTRACT MANAGEMENT

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The DISTRICT representative shall be Eric Eisenberg, 351 NW North St, Chehalis, WA 98532; 360-740-1235; Eric.Eisenberg@lewiscountywa.gov.

The CONTRACTOR representative shall be Kirk Vigre, Jr., 132 Estep Rd, Chehalis, WA 98532; 360-910-7165; jr@drybox.com.

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, CONTRACTOR shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that DISTRICT shall have no obligations under that Title to any of CONTRACTOR's officers, agents, employees, or contractors.

INSURANCE

CONTRACTOR shall provide:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must

be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Combined Single Limit shall be no less than \$2,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

The policy or policies to furnish the above insurance must list the DISTRICT as "primary, non-contributory" additionally insured.

INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold DISTRICT and DISTRICT'S officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any negligent act, error, omission or the willful misconduct of CONTRACTOR or CONTRACTOR's officers, agents, employees, or contractors.

CONTRACTOR's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

DISTRICT reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations herein.

The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

SURVIVAL OF CONTRACT

This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to Washington's choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County.

TIME IS OF THE ESSENCE.

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

DELEGATION OF SAFETY

For the period in which delivery of the goods occurs, DISTRICT delegates to CONTRACTOR, and CONTRACTOR agrees to assume, any duty DISTRICT has to exercise reasonable care to make the premises and work area safe, and CONTRACTOR agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and if necessary create and post a site-specific worker safety plan in advance of gaining access to the work area.

CONTRACTOR represents that it is a professional delivery company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

INTERPRETATION

All parties contributed materially to the preparation and negotiation of this Agreement, and this Agreement is not to be construed against any party.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by both Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

ASSIGNMENT OR SUBCONTRACTING

No portion of this agreement may be assigned or subcontracted to any other individual, firm, or entity by CONTRACTOR without DISTRICT’s express and prior written approval. Notwithstanding any assignment or delegation by CONTRACTOR concerning this Agreement, whether with or without the DISTRICT’s consent, CONTRACTOR shall nevertheless remain primarily liable to DISTRICT for all of its obligations hereunder notwithstanding any written provision to the contrary.

AUTHORITY

The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

APPROVAL

This Contract shall be subject to the written approval of the DISTRICT authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

PUBLIC RECORDS COMPLIANCE

CONTRACTOR shall assist DISTRICT and fully cooperate with DISTRICT to fulfill all of DISTRICT's obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to DISTRICT that concerns records possessed by CONTRACTOR by timely and fully responding and providing documents and records in response to DISTRICT's request for the same. The obligations created by this section shall survive the termination of this Agreement.

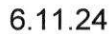
**CHEHALIS RIVER BASIN FLOOD CONTROL
ZONE DISTRICT**

DRY BOX, INC.



Ryan Barrett
District Administrator
Subject to later ratification by the
District's Board of Supervisors

Kirk Vigre, Jr.
Sales Rep; Manager



DATE

DATE

Exhibit A

Call for Bids – Meskill Pit Shipping Containers



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

CALL FOR BIDS – SHIPPING CONTAINERS

SUMMARY

The Chehalis River Basin Flood Control District, a municipal corporation in Lewis County, Washington, seeks bids for the sale and delivery of nine (9) non-operating reefer (NOR) shipping containers by June 11, 2024, with alternate per-unit bids for additional NOR containers and additional steel one-trip shipping containers. The shipping containers must meet the specifications listed below and be delivered as instructed below. Bids are to be returned by email no later than May 29, 2024 at 11:59PM Pacific Time, as specified below. Bids will be opened and publicly read on May 30, 2024 at 9AM Pacific Time on the second floor of the historic courthouse at 351 NW North St, Chehalis, WA in front of the Lewis County Board of County Commissioners Office.

CONTACT INFORMATION

Name: Eric Eisenberg, Deputy District Administrator
Email: Eric.Eisenberg@lewiscountywa.gov
Phone: (360) 740-1235

BACKGROUND

The Chehalis River Basin Flood Control Zone District (District) is a municipal corporation formed under Ch. 86.15 RCW, which is headquartered in Chehalis, WA. The District is the proponent of a flood control project in western Lewis County, a flow-through dam for flood control located on the Chehalis River near Pe Ell, Washington. As part of environmental review for the project, the District's consultant will bore into rock around the project site to obtain rock core samples needed for early-stage engineering required to determine environmental impacts. In all, the District will need to store 400-600 boxes of rock core samples, totaling just under 3000 square feet of rock core samples stacked on pallets for a long period of time.

The District seeks to purchase nine insulated shipping containers meeting certain specifications to prevent the pallets from freezing and allow their storage and forklift accessibility. These containers will be stored in large, stable bedrock area of inactive gravel mine site, somewhat near the project location. Delivery to that location is solicited as part of the call for bids. In addition, for future needs the District seeks per-unit quotes for additional shipping containers meeting the same specifications and for additional steel one-trip shipping containers.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

*Lindsey R. Pollock, DVM
Member*



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

DELIVERY INFORMATION

The location for delivery is Lewis County tax parcel number 019300002000, which is unaddressed (0 Meskill Rd) but is located near 419 Meskill Rd in unincorporated Lewis County between Adna, WA and Doty, WA. Two maps are attached: (1) the vicinity of the delivery site, and (2) a detail of the site showing the location for the containers (red box) and one of the entrances for delivery (red arrow). The site is an inactive gravel mine situated on bedrock; the ground is dense with gravel and is suitable for truck traffic. Lewis County owns the site and is allowing the District to use it for storage.

Containers will be placed in a row in a location specified by the District, each a few feet apart. Bidders must be able to deliver at least three containers by June 11, 2024, with the rest delivered by June 30, 2024. Delivery of all nine containers before those dates is acceptable.

SPECIFICATIONS

Mandatory bid: Bidders must submit a bid for nine non-operating reefer (NOR) shipping containers of either one-trip or at most two-trip condition, undamaged and of good quality. The containers must be 8' x 40' of either standard or high-cube height. The floor of the containers must be of reinforced material (such as steel or aluminum) strong enough to withstand forklift traffic to move pallets of rocks, as set forth above. The shipping containers must have standard double-door access at one side of the container, but are permitted to have additional doors. No open top containers are acceptable. Delivery costs shall be included, either by noting that the bid amount includes delivery or by separately indicating the delivery costs as a line item in the bid. Bids that do not specify how delivery costs are included shall be assumed to include delivery costs. Delivery shall be made at the bidder's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

Optional alternates: [These start on this page and continue onto the next page.]

- Bidders may optionally submit a per-unit amount for additional NOR shipping containers meeting the mandatory bid specifications above.
- Bidders may optionally submit an alternate bid for (i) nine NOR shipping containers that have been used for more than two trips, otherwise meeting the specifications above, and/or (ii) a per-unit amount for additional NOR shipping containers of that type.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

*Lindsey R. Pollock, DVM
Member*



Chehalis River Basin

Flood Control Zone District

Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator

351 NW North St
Chehalis, WA 98532-1900

- Bidders may optionally submit an alternate bid for (i) nine NOR shipping containers greater than 8' wide, otherwise meeting the specifications above, and/or (ii) a per-unit amount for additional NOR shipping containers of that type.
- Bidders may optionally submit a per-unit amount for additional steel 8'x 40' one-trip shipping containers of either standard or high-cube height, undamaged and of good quality. Delivery costs shall be included, either by noting that the bid amount includes delivery or by separately indicating the delivery costs as a line item in the bid. Bids that do not specify how delivery costs are included shall be assumed to include delivery costs. Delivery shall be made at the bidder's risk; the District shall neither accept responsibility nor liability for the containers until they are successfully delivered to the site, regardless of when payment occurs.

REQUIREMENTS

Bidders shall be licensed to transact business in Washington, licensed to engage in sale of the goods they purport to sell, and not suspended or debarred. They must follow all laws in carrying out the sale. They must have marketable title to and the present ability to sell the wares.

Bidders must have general liability insurance of \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate. They must have business auto coverage including owned, non-owned and hired autos with a coverage limits of no less than \$2,000,000 per accident, combined single limit. They must agree to indemnify the District and Lewis County for any losses, claims, or other damages or expenses arising out of the Bidder's performance of this sale, except those due to the sole negligence of the District or Lewis County.

SUBMITTAL INFORMATION

Bids shall be included in an attachment to an email sent to Eric.Eisenberg@lewiscountywa.gov no later than May 29, 2024 at 11:59PM Pacific Time. ***The email to which the bid is attached should not include the mandatory or alternate bids specified above; it should be only a cover email to which the bid is attached so as to allow the bid to remain unread until all bids are publicly opened.*** Bids may be attached as Word documents, PDFs, or other easily readable formats in widespread use.

Scott Brummer
Chair

Sean D. Swope
Vice Chair

Lindsey R. Pollock, DVM
Member



Chehalis River Basin Flood Control Zone District

*Matthew F. Dillin, P.E., Project Manager
Ryan Barrett., District Administrator*

*351 NW North St
Chehalis, WA 98532-1900*

Bids will be opened and publicly read on May 30, 2024 at 9AM Pacific Time on the second floor of the historic courthouse at 351 NW North St, Chehalis, WA in front of the Lewis County Board of County Commissioners Office.

The District reserves the right to extend the submittal date and/or the opening date upon notice to bidders and potential bidders as set forth below, without further newspaper publication.

AWARD INFORMATION

Having received and opened the bids, the District reserves the right to:

- waive bidding irregularities;
- reject all bids;
- seek additional information from all bidders equally within a specified time period;
- accept the lowest responsible bid for the mandatory bid, above;
- accept one or more of the optional or mandatory alternate bids, above, either in addition to or in lieu of the mandatory bid, for a period of 90 days after bid opening or such shorter time as is specified in the bidders bid; and/or
- permit Lewis County to make purchases based on this call for bids. Bidders are placed on notice that through contract, Lewis County may “piggyback” on this call for bids.

NOTICES

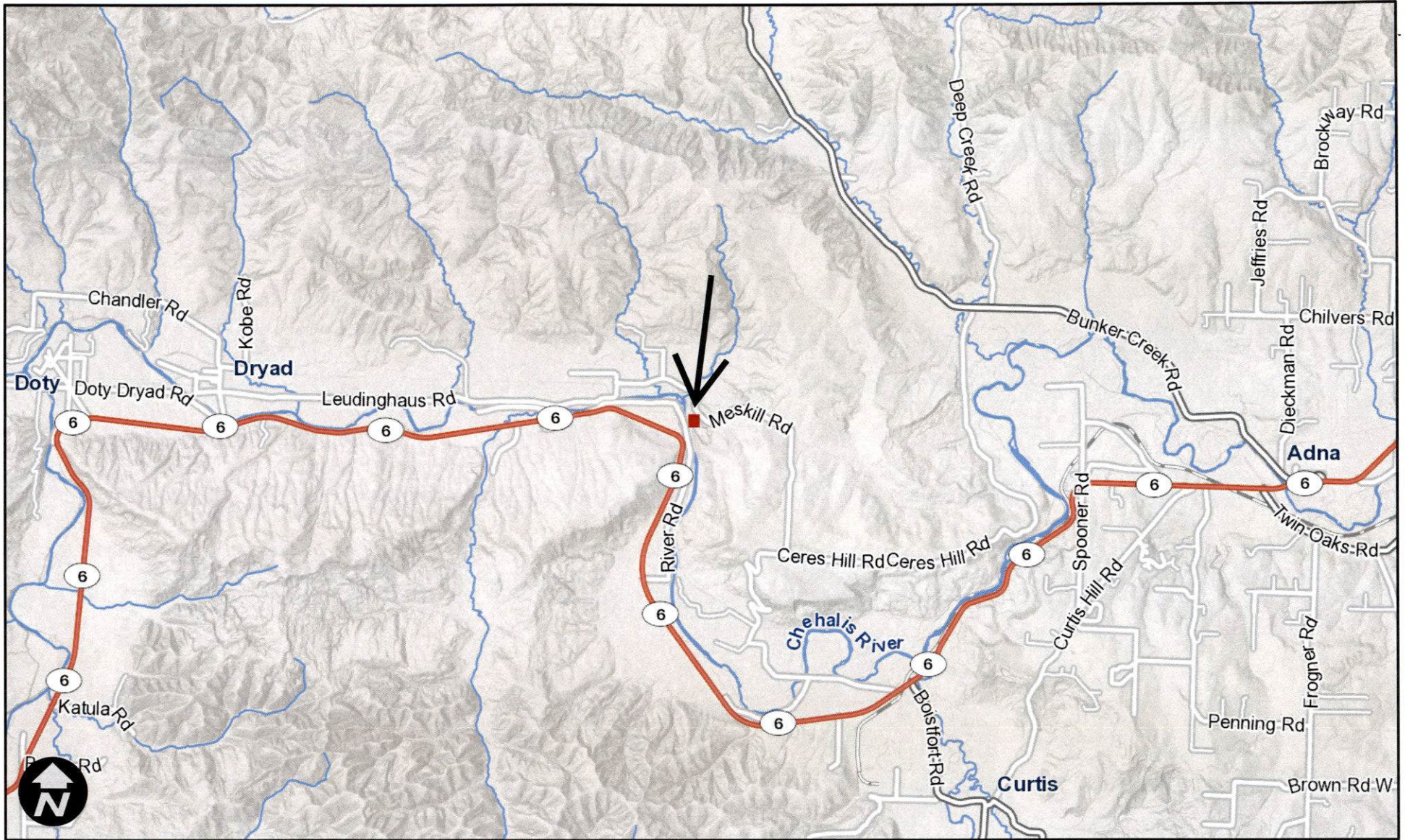
Notices, updates, answers to questions, extensions, and any and all other information concerning this call for bids shall be posted on the District’s website, <https://www.chehalisriverbasinfczd.com/>.

*Scott Brummer
Chair*

*Sean D. Swope
Vice Chair*

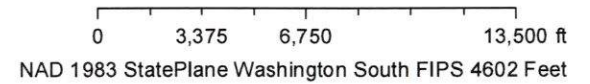
*Lindsey R. Pollock, DVM
Member*

Bid Location Vicinity



5/14/2024, 3:08:04 PM

1:75,000



Lewis County does not guarantee the accuracy of the information shown on this map and is not responsible for any use or misuse by others regarding this material. It is provided for general informational purposes only. This map does not meet legal, engineering, or survey standards. Please practice due diligence and consult with licensed experts before making decisions.

Bid Location Detail



5/14/2024, 3:03:24 PM

1:4,514

- | | | |
|--------------|---------------|---------|
| Roads | Private | Parcels |
| State | USFS | |
| County | Out of County | |
| City | Other | |

0 210 420 840 ft
NAD 1983 StatePlane Washington South FIPS 4602 Feet



Lewis County does not guarantee the accuracy of the information shown on this map and is not responsible for any use or misuse by others regarding this material. It is provided for general informational purposes only. This map does not meet legal, engineering, or survey standards. Please practice due diligence and consult with licensed experts before making decisions.

2021 Imagery © Hexagon & Lewis County | © Lewis County GIS

Exhibit B

CONTRACTOR's Bid, Accepted by DISTRICT

**Invoice for single used NOR
unit (per accepted per-unit bid)**

Invoice



Billing: 360-262-1869

Dry Box Inc
132 Estep Road
Chehalis, WA 98532
Toll Free: 1-888-DRY-BOXX
Fax: 360-262-3139

Representative
Kirk Vigre Jr.
Phone: (360) 996-6523
Email:
jr@drybox.com

Invoice #: 1433021
Date: 06/03/24
PO #:
Job #:

Billing Address	Customer Information	Shipping Address
Chehalis River Basin Flood Control Zone District 351 Nw North St Chehalis, WA 98532-1926	Site Contact: Eric Eisenberg Phone Number: 704-562-8973 Acctng Contact: Eric Eisenberg Acctng Phone: Acctng Email: eric.eisenberg@lewiscountywa.gov	Chehalis River Basin Flood Control Zone District Chehalis River Basin Flood Control Zone District - Chehalis 419 Meskill Rd Chehalis, WA 98532-9225

Payment Terms	Sales Rep	Shipping Date	Ship Via
NET 30	JR	06/26/24	BJK

QTY	Item	Description	Each	Each Total
1	40' NORF 1TRIP	40' Non-Operational Refrigerated Container Used, Good Condition	\$6,500.00	\$6,500.00
1	Transportation	Deliver Empty 06/26/24 to Chehalis River Basin Flood Control Zone District - Chehalis, WA DTC	\$450.00	\$450.00

Subtotal	\$6,950.00
7.80% Taxes	\$542.10
Total	\$7,492.10
Payments/Credits	\$0.00
Balance Due	\$7,492.10

Notes

Signature _____

Signature _____

**Used NOR bid (clarified to
also be a per-unit bid)**



Estimate

132 Estep Rd.
 Chehalis, WA 98532
 360-262-0500 Office
 360-262-3139 Fax
www.dryboxusa.com

Date	Estimate #
05/30/2024	145392-2

Bill To
Chehalis River Basin Flood Control Zone District 351 Northwest North Street Chehalis, WA 98532

QTY	Description	Price Each	Amount
9	40' Non-Operational Refrigerated Container Sale, Used	\$6,500.00	\$58,500.00
9	Delivery on 06/28/2024 to 419 Meskill Rd. Chehalis , WA 98532	\$450.00	\$4,050.00

Subtotal	\$62,550.00
Sales Tax (0.0%)	\$0.00
Total	\$62,550.00

Sales Rep	Phone #	Fax #	Email	Website
Kirk Vigre Jr.	(360) 262-0500	360-262-3139	jr@drybox.com	www.dryboxusa.com

Quotes valid for 7 days and subject to inventory availability. Terms and conditions apply.

Eric Eisenberg

From: Kirk Jr. Vigre <jr@drybox.com>
Sent: Thursday, May 30, 2024 4:18 PM
To: Eric Eisenberg
Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Eric,

At this time I could do additional units at the same price, for both the Used NOR and 40'HC new 1 trip. I gave you a very sharp rate on all those options, as I would be ashamed to lose a deal in my own neighborhood.

Any time you need a container from us, whether it's 1 or 9, I will give you the best deal possible.

What I have to offer and its pricing is very dependent on timing. I cannot hold pricing for months at a time, as my cost changes with every single purchase that I make, however; I can hold the pricing I provided to you for at least another 30 days.

Please let me know if you have any questions!

Kirk A. Vigre Jr
Ext# 1003
DRY BOX INC
132 Estep Rd.
Chehalis, WA 98532
Direct: 360-996-6523 / Office: 360-262-0500 / Cell: 360-520-9882
www.dryboxusa.com
jr@drybox.com



3% Fee Will Apply For All Cancellations.

3% processing fee will apply to all orders paid with card.

NOTE! Sale pricing good for 7 days due to substantial changes in the market.

SCHEDULE RENTAL PICK UP – 360-262-1782

BILLING INQUIRIES – 360-262-1869

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>
Sent: Thursday, May 30, 2024 4:12 PM
To: Kirk Jr. Vigre <jr@drybox.com>
Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kirk,

I received this, and thank you for the additional information. I have a follow up question:

For your alternate bid for the used NOR containers (Estimate (12)), should I take the per-unit cost for those used NOR containers to be the cost if I was going to order an additional used NOR container? Or are those 9 a packaged deal, such that the unit cost for each of them is not a per-unit cost if we were to order an additional NOR container?

Same question for the alternate bid for the new, 1-trip high cube steel containers (Estimate (11)): is the per-unit cost the cost if we were going to order just one of these 1-trip containers? Or are those a packaged deal such as the unit cost for them is not a per-unit cost if one were to order only one of the containers?

Thank you.

Best,

Eric Eisenberg (he/him)

Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

From: Kirk Jr. Vigre <jr@drybox.com>

Sent: Thursday, May 30, 2024 11:51 AM

To: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Subject: RE: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

I have updated the original estimate to show as "Non-Operational". They will be the exact same units, as they are New 1 Trip (estimate 13)

Estimate #12 is for the Used Non-Operational units

Estimate #11 is for the Steel Containers, New 1 Trip. High Cubes (no standard heights on market really, and even more expensive than HC's)

Hope this works

Kirk A. Vigre Jr

Ext# 1003

DRY BOX INC

132 Estep Rd.

Chehalis, WA 98532

Direct: 360-996-6523 / Office: 360-262-0500 / Cell: 360-520-9882

www.dryboxusa.com

jr@drybox.com

3% Fee Will Apply For All Cancellations.

3% processing fee will apply to all orders paid with card.

NOTE! Sale pricing good for 7 days due to substantial changes in the market.

SCHEDULE RENTAL PICK UP – 360-262-1782

BILLING INQUIRIES – 360-262-1869

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Sent: Thursday, May 30, 2024 9:54 AM

To: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>

Subject: Additional info needed by Friday, May 31 - Meskill Pit Shipping Containers Bid

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen,

You are one of the bidders who submitted for the Chehalis River Basin Flood Control Zone District's bid for shipping containers at the Meskill Pit site. I regret to inform you that all of the bids we received failed to follow the bid requirements! I therefore I am requesting additional information from you by tomorrow, Friday May 31, at 11:59PM. We would like to buy from one of you, but we need a conforming bid. Please read this email, which will hopefully help you figure out what to submit, and please submit any additional information you wish to submit with your bid by that time.

To summarize, the call for bids (attached) had one mandatory bid: 9 NOR shipping containers of either one-trip or at most two-trip condition. The containers were to be delivered in June. Additional optional bids included a per-unit amount for additional NOR containers, or for nine NOR containers having had more than two trips but in good condition, or for a per-unit amount for NOR containers having more than two trips but in good condition, or for a per-unit amount for standard steel 40' shipping containers.

- At least one of the bids we received was for NOR containers with multiple trips. This is fine as an alternate, but we still need that bid to include the mandatory bid as well to be considered, even if the mandatory bid would be a lot more expensive.
- At least one of the bids we received was for operational refrigerated containers instead of NOR containers. We need a bid for NOR containers. An alternate bid for used NOR containers with more than two trips would be okay too, as long as there was also a bid for one- or two-trip NOR containers to meet the mandatory requirements.
- None of the bids included an optional per-unit price for additional NOR containers of any type. None of the bids included an optional per-unit price for standard steel containers. I can tell you that we anticipate making a purchase from one of these per-unit additions, so we would like a bid on that.
- At least one of the bids did not include delivery within June. We need delivery of some of containers in mid-June.

With this in mind, please review your bid and see if any of these issues applied to you. If so, please correct your bid or supply additional information to make sure your bid contains at least the mandatory bid. You are also allowed to include other things, like a bid for used NOR containers, as an alternate—but you have to include the mandatory bid as well, even if you think it would be stupid for us to purchase the mandatory bid because of its price!

Thank you all.

Best,

Eric Eisenberg (he/him)
Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

This message, including any attachment(s), contains information that is confidential and/or privileged as an internal communication of DryBox, and is intended solely for the employee(s) to whom this message is addressed. Any unauthorized disclosure, forwarding, copying or distribution of this message is strictly prohibited.

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RECEIVED
Board of County Commissioners
Lewis County Washington

MAY 20 2024

**AFFIDAVIT
OF PUBLICATION
STATE OF WASHINGTON
COUNTY OF LEWIS**

Sadie Burdick, and/or Sarah Burdick, and/or Ronda Pogorelc
and/or Cheyenne Denman says that she is the legal clerk of

The
Chronicle

a semi-weekly newspaper, which has been established, published
in the English language, and circulated continuously as a
semi-weekly newspaper in the City of Centralia, and in Lewis
County, Washington, general circulation in Lewis County for
more than six (6) months prior to the date of the first publication
of the notice hereto attached, and that the said Chronicle was on
the 7th day of July 1941, approved as a legal newspaper by the
Superior Court of said Lewis County. And that the attached is a
true copy and was published in regular issues (and not in
supplement form) of said newspaper as LEGAL # 130072
RE: Call for Bids Shipping Containers

once each day for a period of 1 day

commencing on 05/16/2024 and ending on 05/16/2024

and both regularly distributed to its subscribers during all of said
period. That the full amount of the fee charged for the foregoing
publication is the sum of \$ 28.35

Cheyenne Denman
Subscribed and sworn to before me 05/16/2024

Ronda Lee Pogorelc

Notary Public in and for the State of Washington
residing at

Chehalis



130072 Call for Bids
Shipping Containers

**CHEHALIS RIVER
BASIN FLOOD
CONTROL ZONE
DISTRICT NOTICE FOR:
CALL FOR BIDS
Shipping Containers**

The Chehalis River Basin
Flood Control District (Dis-
trict), a municipal corpora-
tion in Lewis County,
Washington, seeks bids for
the sale and delivery of
nine (9) non-operating
reefer (NOR) shipping con-
tainers by June 11, 2024,
with alternate per-unit bids
for additional NOR contain-
ers and additional steel
one-trip shipping contain-
ers.

The shipping containers
must meet certain specifi-
cations and be delivered
per certain instructions.
Interested parties should
review the Call for Bids
and return bids by email no
later than May 29, 2024 at
11:59PM Pacific Time to
Eric Eisenberg
@lewiscountywa.gov.

Bids will be opened and
publicly read on May 30,
2024 at 9AM Pacific Time
on the second floor of the
historic courthouse at 351
NW North St, Chehalis,
WA. The Call for Bids is
available for review on the
District website, <https://www.chehalisriverbasinfozd.com/>. For more information
about the project and
submittal requirements,
contact Eric Eisenberg at
360-740-1235 or
Eric Eisenberg
@lewiscountywa.gov.

The District is an equal
opportunity and affirmative
action employer.
DATED this 15th day of
May, 2024.

Deputy District
Administrator
Chehalis River Basin
Flood Control Zone District

Published: The Chronicle
May 16, 2024