

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 93-1828
THE EXECUTIVE OFFICER TO EXECUTE)
A CONTRACT WITH WEIGH-TRONIX, INC.) INTRODUCED BY
FOR MAINTENANCE OF SCALES AT) RENA CUSMA,
METRO SOLID WASTE DISPOSAL FACILITIES) EXECUTIVE OFFICER

WHEREAS, It is Metro policy to weigh all vehicles at Metro's solid waste disposal facilities; and

WHEREAS, The scales used to weigh vehicles at Metro solid waste disposal facilities must meet the requirements of Oregon Weights and Measures; and

WHEREAS, The scales must be regularly tested, calibrated, maintained and repaired; and

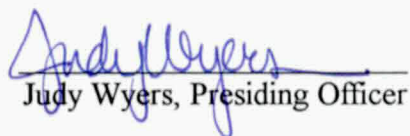
WHEREAS, A public bidding process was used to obtain bids for scale maintenance; and

WHEREAS, Weigh-Tronix, Inc. was the low, responsive, responsible bidder; and

WHEREAS, The Executive Officer has reviewed the contract with Weigh-Tronix, Inc. to provide scale maintenance and hereby forwards the Contract to the Council for approval; NOW, THEREFORE,

BE IT RESOLVED that the Metro Council authorizes the Executive Officer to execute the attached contract (Exhibit 'A') with Weigh-Tronix, Inc. to provide scale maintenance at Metro solid waste disposal facilities.

ADOPTED by the Metro Council this 12th day of August, 1993.


Judy Wyers, Presiding Officer

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and WEIGH-TRONIX, INC., whose address is 7933 S.W. Nimbus Avenue, Beaverton, Oregon 97005, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:**ARTICLE I****SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II**TERM OF CONTRACT**

The term of this Contract shall be for the period commencing July 1, 1993 through and including June 30, 1995.

ARTICLE III**CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO. its

electd officials departments. employees. and agents shall be named as an ADDITIONAL INSURED.

Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

WEIGH-TRONIX, INC.

METRO

By: _____

By: _____

Date: _____

Date: _____

RB:clk
s:\bark\contract\903154.pub
June 23, 1993

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1828 FOR THE
PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO
EXECUTE A CONTRACT WITH WEIGH-TRONIX, INC. FOR
MAINTENANCE OF SCALES AT METRO SOLID WASTE
DISPOSAL FACILITIES

Date: July 12, 1993

Presented By: Sam Chandler
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 93-1828, authorizing the Executive Officer to execute a contract with Weigh-Tronix, Inc. for maintenance of scales at Metro Solid Waste Facilities. Council action is required because this contract is designated "A", multi-year.

FACTUAL BACKGROUND AND ANALYSIS

Metro currently has four truck and axle scales at Metro South Station, five at Metro Central Station and two at St. Johns Landfill. All of these scales must be regularly inspected, tested, maintained, adjusted and repaired in order to meet the requirements of Oregon Weights and Measures.

A Request for Bids for Scale Maintenance (RFB #93B-30-SW) was issued on June 3, 1993. It was advertised in the Oregonian, The Skanner, the Daily Journal of Commerce and sent directly to five companies. The bid opening was held June 21, 1993. Three bids were received as follows:

<u>Vendor</u>	<u>Hourly Rate</u>
Weigh-Tronix, Inc.	\$30
Morris Scale	40
Pacific Scale	42

Weigh-Tronix, Inc., is the low, responsive, responsible bidder.

The proposed contract requires that the contractor provide quarterly inspections and testing with certified test weights, and when necessary adjust the scales. Scales shall be calibrated to meet state certification standards. Contractor shall also perform preventative maintenance and cleaning and oiling as needed, and repairs as needed. Contractor shall respond to service calls within three hours; 24 hours a day, 7 days week.

BUDGET IMPACT

The FY 1993-94 budget provides \$18,600 for scale maintenance. The proposed contract with Weigh-Tronix, Inc. is estimated to cost \$14,000 in FY 1993-94. The total amount of the 2-year contract is \$28,000.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1828.

RB:je
07/12/93
stafffp/staf0709.rpt

ATTACHMENT A

SCOPE OF WORK

1. **CONTRACTOR shall provide equipment maintenance and repair services to the truck and axle scales listed below:**

A. Metro South Station, 2001 Washington Street, Oregon City, OR 97045

1. Weigh-Tronix, Model WI-110, Serial No. 013564
2. Weigh-Tronix, Model WI-110, Serial No. 013565
3. Weigh-Tronix, Model WI-110, Serial No. 013668
4. Weigh-Tronix, Model WI-110, Serial No. 013670

B. Metro Central Station, 6161 NW 61st Ave, Portland, OR 97210

1. Weigh-Tronix, Model FMTS-8010-IOOT, Serial No. 210
2. Weigh-Tronix, Model FMTS-8010-IOOT, Serial No. 211
3. Weigh-Tronix, Model FMTS-8010-IOOT, Serial No. 212
4. Weigh-Tronix, Model FMTS-8010-IOOT, Serial No. 213
5. Weigh-Tronix, Model FMTS-1210-35T, Serial No. 209

C. St. Johns Landfill, 9363 N Columbia Blvd., Portland, OR 97220

1. Weigh-Tronix, Model WI 110, Serial No. 14541
2. Weigh-Tronix, Model WI 110, Serial No. 14542

D. Wilsonville Station, Garden Acres Road and Ridder Road, Wilsonville, OR 97070

The Wilsonville facility is expected to begin operations in mid-1994. It is expected there will be three (3) scales at this facility.

2. Quarterly **CONTRACTOR shall inspect and test with certified test weights that meet the requirements of Oregon Weights and Measures, and when necessary adjust, the scales listed above. Scales shall be calibrated to meet state certification standards.**
3. **CONTRACTOR shall perform preventative maintenance work to include inspection of all scale parts and cleaning and oiling as needed.**
4. **When the condition of a scale is such that normal adjustment will not restore accuracy, CONTRACTOR shall advise METRO of the trouble and the extent of necessary repairs. CONTRACTOR will provide METRO with an estimate of repair and a "not to exceed" price.**
5. **CONTRACTOR shall respond to service calls (be on-site) within three hours; 24 hours a day, 7 days a week.**

6. CONTRACTOR shall have complete and ready parts in inventory to complete on-site scale repairs in a reasonable time.
7. CONTRACTOR shall provide (from insurance companies acceptable to METRO) the insurance coverage designated hereinafter and pay for all costs therefore. Before commencing work under this contract, CONTRACTOR shall furnish METRO with certificates of insurance.
 - a. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 - b. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. He shall provide Metro with certification of workers' compensation insurance including employer's liability.

**ATTACHMENT B
CONTRACT SUM AND TERMS OF PAYMENT**

1. METRO shall compensate CONTRACTOR as follows for services described in Scope of Work (Attachment A):

Hourly Rates

For all scheduled maintenance	
Regular hours	\$ 30/hour
For all emergency service or unscheduled maintenance	
Overtime hours (time-and-a-half)	\$ 45/hour
Sundays/Holidays (double time)	\$ 60/hour

**Truck Charge, Each Visit
(includes man, truck, tools from shop-to-site and back)**

	<u>Pick-up Truck</u>	<u>Heavy-duty Test Truck</u>
Regular hours	\$ 35 per trip	\$ 75 per trip
Overtime hours	\$ 50 per trip	\$ 95 per trip
Sundays/Holidays	\$ 85 per trip	\$125 per trip

2. METRO shall pay CONTRACTOR for services performed and materials delivered in the maximum sum of TWENTY-EIGHT THOUSAND AND NO/100THS DOLLARS (\$28,000.00).
3. CONTRACTOR shall submit to METRO a monthly invoice, detailing services performed by CONTRACTOR, delivered to METRO. Invoices shall be sent to METRO, Attention: Accounts Payable.
4. METRO shall pay CONTRACTOR within thirty (30) days following receipt of an approved monthly invoice from CONTRACTOR.

RB:clk
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JUNE 23, 1993



METRO-

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

JUN 20 1993

To: Procurement and Contracts Division Vendor

From Date June 23, 1993 Weigh-Tronix, Inc.

Department Solid Waste 7933 S.W. Nimbus

Division Operations Beaverton, Or. 97005

Name Ray Barker Subject Vendor no. 6161

Title Asst. Operations Mgr. Bid Contract Contract no. 903154

RFP Other

Extension 1694 Purpose Scale Maintenance

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue	Budget code(s)	Price basis	Term
<input type="checkbox"/> Contract	<u>531-310274-525640-75000</u>	<input checked="" type="checkbox"/> Unit	<input type="checkbox"/> Completion
<input type="checkbox"/> Grant	<u>531-310275-525640-75000</u>	<input type="checkbox"/> Total	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	<u>531-310273-525640-75000</u>	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Multi-year**

This project is listed in the 1993 -1994 budget.

<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Type A	Payment required	<u>July 1, 1993</u>
<input type="checkbox"/> No	<input type="checkbox"/> Type B	<input type="checkbox"/> Lump sum	Beginning date
		<input checked="" type="checkbox"/> Progress payments	<u>June 30, 1995</u>
			Ending date

Total commitment	Original amount	\$ 28,000.00
	Previous amendments	\$
	This transaction	\$ 28,000.00
	Total	\$ 28,000.00
	A. Amount of contract to be spent fiscal year <u>1993</u> - <u>1994</u>	\$ 14,000.00
	B. Amount budgeted for contract <u>Maint./Repair Equip.</u>	\$ 137,120.00
	C. Uncommitted/discretionary funds remaining as of <u>7/1/93</u>	\$ 137,120.00 ***

Approvals:

 Division manager	 Department director	 Labor
 Fiscal	 Budget	 Risk

Competitive quotes, bids or proposals:

Weigh-Tronix, Inc.	\$30./hr.		Oregon
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor
Morris Scale	\$40./hr.		Oregon
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor
Pacific Scale	\$42./hr.		Oregon
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon Contractor

Comments: No MBE's or WBE's per Amha Hazen

- Attachments:
- Ad for bid
 - Plans and specifications
 - Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates: _____

Project estimate: _____

Ads _____ (Publication) _____

Funding:

Pre-bid meeting _____ Bid opening** _____ Local/state

Filed with council _____ For action _____ Federal

Filed with council committee _____ For hearing _____ Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000. ** Minimum period: two weeks from last day advertised. 92259

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1828, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH WEIGHT-TRONIX, INC. FOR MAINTENANCE OF SCALES AT METRO SOLID WASTE DISPOSAL FACILITIES

Date: July 21, 1993

Presented by: Councilor Washington

Committee Recommendation: At the July 20 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 83-1828. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

Committee Issues/Discussion: Sam Chandler, Solid Waste Facilities Manager, explained that the purpose of the resolution was to authorize a contract for scale maintenance at the transfer stations. He indicated the Weight-Tronix is the present contractor. The company has provided an excellent level of service and their proposed bid was 25% lower than the next lowest bidder.

Councilor McLain asked about scale facilities that are located near the transfer stations that haulers use to verify the readings from the Metro scales. Chandler indicated that Metro has not received any complaints about the scales. He noted that they are calibrated on a monthly basis and their accuracy is checked on a daily basis.