



Contract Review Sheet

921980

Purchase Order #: 921980 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: _____

Title: CE#24-336 CATERPILLAR #MH3024 MATERIAL HANDLER

Contractor's Name: Peterson Machinery Co.

Term - Date From: Execution Expires: April 14, 2027

Original Contract Amount: \$ 497,199.56 Previous Amendments Amount: _____

Current Amendment: \$ - New Contract Total: \$ - Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# 011723-CAT

Description of Services or Grant Award

This piece of equipment will replace the backhoe that is currently being used at the North Marion Recycling and Transfer Station. Due to increasing volumes and load sizes that are being brought in, the backhoe has become an inefficient tool for the waste handling process at the site. This has lead to increased wear and tear, significant equipment down time, and increased maintenance costs. Implementing the use of the material handler will reduce these impacts and costs.

This purchase will be made using the Sourcewell contract# 011723-CAT.

Desired BOC Session Date: 2/21/2024 Files submitted in CMS for Approval: 1/31/2024

Agenda Planning Date: 2/8/2024 Printed packets due in Finance: 2/6/2024

Management Update: 2/6/2024 BOC upload / Board Session email: 2/7/2024

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y


REQUIRED APPROVALS

DocuSigned by:

 30E604E244DF43D...
 Finance - Contracts 1/23/2024
 Date

DocuSigned by:

 EC270EB060306403...
 Contract Specialist 1/29/2024
 Date

DocuSigned by:

 60C98A6E708240E...
 Legal Counsel 1/24/2024
 Date

DocuSigned by:

 DC18351248DE4EC...
 Chief Administrative Officer 1/25/2024
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

February 21, 2024

Meeting date:

Department:

Public Works



Title

Purchase of CAT 3024 Material Handler

Agenda Planning Date: 2/8/24

Management Update/Work Session Date: 2/6/24

Audio/Visual aids

Time Required 10 minutes

Contact: Andrew Johnson

Phone: 503-566-4184

Requested Action:

Consider approval of purchase order #921980 in the amount of \$497,199.56 with Peterson Machinery for CAT 3024 Material Handler.

Issue, Description & Background:

This piece of equipment will replace the backhoe that is currently being used at the North Marion Recycling and Transfer Station. Due to increasing volumes and load sizes that are being brought in, the backhoe has become an inefficient tool for the waste handling process at the site. This has lead to increased wear and tear, significant equipment down time, and increased maintenance costs. Implementing the use of the material handler will reduce these impacts and costs.

This purchase will be made using the Sourcewell contract# 011723-CAT.

Financial Impacts:

\$497,199.56 from Solid Waste (510) fund. Approved CE#24-336

Impacts to Department & External Agencies:

None.

List of attachments:

PO#921980, Contract Review Sheet, Signature page,

Presenter:

Andrew Johnson

Department Head Signature:

DocuSigned by:

Brian Nicholas

9793BA7ACD6D443...



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

PETERSON MACHINERY
PO BOX 101775
PASADENA CA 91189-1775

Purchase Order		
Purchase Order No	Revision	Page
921980		1
Ship To:		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
Bill To:		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No 7328980	Supplier No 550858	Order Date / Buyer J SCALES	Revised Date / Buyer J SCALES
Payment Terms IMMEDIATE	Ship Via BEST METHOD	F.O.B DESTINATION	
Freight Terms PREPAID	Request Or Deliver To ERIC STEWART	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CE#24-336 CATERPILLAR #MH3024 MATERIAL HANDLER PER QUOTE#220802-02 THIS PURCHASE IS PLACED USING SOURCEWELL CONTRACT# 011723-CAT		1			\$497,199.56
Total						\$497,199.56

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

DocuSigned by:

Authorized By:

90EC84E244DF43D

MARION COUNTY PURCHASING

NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR
CE#24-336 CATERPILLAR #MH3024 MATERIAL HANDLER – PO# 921980
between
MARION COUNTY and PETERSON MACHINERY CO.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"><small>DocuSigned by:</small> <i>Brian Nicholas</i> <small>9793BA7ACD6D443...</small></div> <hr/> <p>Department Director or designee</p>	1/23/2024 <hr/> Date
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Authorized Signature:	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"><small>DocuSigned by:</small> <i>Jan Fritz</i> <small>DC16351248DE4EC...</small></div> <hr/> <p>Chief Administrative Officer</p>	1/25/2024 <hr/> Date
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Reviewed by Signature:	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"><small>DocuSigned by:</small> <i>Scott Norris</i> <small>60C98A6F708240B...</small></div> <hr/> <p>Marion County Legal Counsel</p>	1/24/2024 <hr/> Date
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Reviewed by Signature:	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"><small>DocuSigned by:</small> <i>Al White</i> <small>90EC84E244DF43D...</small></div> <hr/> <p>Marion County Contracts & Procurement</p>	1/23/2024 <hr/> Date
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