



# Contract Review Sheet

922138

Purchase Order #: 922138 Amendment #: \_\_\_\_\_

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: Friday, March 8, 2024

Title: Contract PO for parts and repair services to heavy equipment owed by Marion County.

Contractor's Name: Peterson Machinery Co.

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

Original Contract Amount: \$ 500,000.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ - New Contract Total: \$ 500,000.00 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**

Contract PO for parts and repair services to Caterpillar heavy equipment owed by Marion County. Sourcewell contract#011723-CAT terms are 5/24/23 - 4/14/27. These are the estimates for the following fiscal years:

- FY23/24 \$115,000
- FY24/25 \$120,000
- FY25/26 \$125,000
- FY26/27 \$140,000

Desired BOC Session Date: 4/17/2024 Files submitted in CMS for Approval: 3/27/2024

Agenda Planning Date: 4/4/2024 Printed packets due in Finance: 4/2/2024

Management Update: 4/2/2024 BOC upload / Board Session email: 4/3/2024

BOC Session Presenter(s) Michael Pierce

**FOR FINANCE USE**

Date Finance Received: 3/8/2024 Date Legal Received: \_\_\_\_\_

Comments: Y

**REQUIRED APPROVALS**

DocuSigned by:  
  
 \_\_\_\_\_  
D1ECCAACCCDB14CB  
 Finance - Contracts 3/8/2024  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
EC27CEB8C3DC4C3  
 Contract Specialist 3/18/2024  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
60C98A8E708240B  
 Legal Counsel 3/11/2024  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
1E984034585E453  
 Chief Administrative Officer 3/15/2024  
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/17/24

Department: Public Works

Title: Contract PO with Peterson Machinery for parts and service repairs to heavy equipment owned by Marion County.

Management Update/Work Session Date: 4/9/24 Audio/Visual aids [ ]

Time Required: 5 min Contact: Michael Pierce Phone: 3196

Requested Action: Contract PO with Peterson Machinery for parts and service repairs to heavy equipment owned by Marion County.

Issue, Description & Background: Contract PO for parts and repair services to Caterpillar heavy equipment owed by Marion County. Sourcewell contract#011723-CAT terms are 5/24/23 - 4/14/27. These are the estimates for the following fiscal years: FY23/24 \$115,000 FY24/25 \$120,000 FY25/26 \$125,000 FY26/27 \$140,000

Financial Impacts: This Contract Purchase Order has a total value of \$500,000.

Impacts to Department & External Agencies:

List of attachments: PO#922138, signature page, contract review sheet, list of heavy equipment and parts supplied.

Presenter: Michael Pierce

Department Head Signature: Brian Nicholas



# 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
922138		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 DENNIS MANSFIELD		Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	PARTS AND REPAIR SERVICES TO HEAVY EQUIPMENT  THIS PURCHASE ORDER IS PLACED AGAINST SOURCEWELL CONTRACT #011723-CAT		1			\$500,000
<b>Total</b>						\$500,000

#### 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**

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

**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  
CONTRACT PO FOR PARTS AND REPAIR SERVICES TO HEAVY EQUIPMENT  
OWED BY MARION COUNTY. - PW-5931-24**

**between  
MARION COUNTY and PETERSON MACHINERY CO.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: DocuSigned by:  
*Brian Nicholas* 3/8/2024  
9793BA7AGD6D443...  
Department Director or designee Date

Authorized Signature: DocuSigned by:  
*Jan Fritz* 3/15/2024  
1E984034686E463...  
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:  
*Scott Norris* 3/11/2024  
80C98A6F708240B...  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
*Jeff D White* 3/8/2024  
D1FGCAAG6BB14GB...  
Marion County Contracts & Procurement Date