

RESOLUTION NO. 401

A RESOLUTION APPROVING THE BID; ACCEPTING THE LOWEST QUALIFIED BIDDER AND AWARDING CONTRACT TO METEREADERS FOR METER READING FOR THE CITY OF WILSONVILLE.

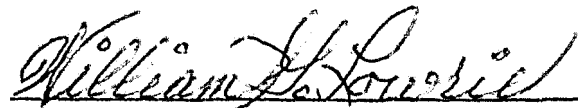
WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of June, 1984, and filed with the Wilsonville City Recorder this same day.



WILLIAM G. LOWRIE, Mayor

ATTEST:



DEANNA J. THOM, City Recorder



METER READERS

PROFESSIONAL CONTRACT METER READING

WATER DISTRICT MANAGEMENT

- ELIMINATES ROUTINE ANNOYANCE**
- FREES PERSONNEL**
- SAVES MONEY**
- PROVIDES ACCURATE AND
DEPENDABLE SERVICE**

AND MORE!

EXPERIENCE

- Over 13 years experience in contract meter reading
- All readers are full-time and extensively trained
- No part-time or casual help
- Each area read by the same individual(s)
- Sufficient personnel available for emergency situations

PUBLIC IMAGE

- We realize that even though we are an independent contractor our actions reflect upon the district
- All our people are friendly and respectful of others and their property
- Our vehicles and uniforms have clear identifications

FIELD CONTACT

- Besides reading meters, our personnel are alert to other interests of the district
- Notations are made of potential or existing problems

ACCURACY

- METEREADERS uses a method proven superior in accuracy and efficiency
- We do not estimate readings
- Every reasonable effort is made to read each meter, returning if necessary within the reading period
- Reading is started at the same time each period resulting in balanced readings

REDUCED READING COSTS

- METEREADERS uses their own equipment
- We carry complete liability insurance
- Our only charge is a fixed price per meter, unaffected by adverse conditions
- The service agreement usually extends for 2 years, thus protecting against inflation
- Normally no change in the meter books or billing process is required



CITY OF TUALATIN

18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062
(503) 892-2000

December 10, 1982

To Whom It May Concern:

This is in regard to DeChaine Meters readers who perform the water meter reading service for the City of Tualatin.

We contracted for their services in July, 1981 in order to free up the time required monthly by our utility workers to read the City water meters (presently 2300). Their service has proven to be of benefit to us not only in allowing us to redirect the activities of our utility workers, but in the accuracy of the meter readings.

The necessity to reread the meters is minimal, and less than when the reading was done by our utility workers. When consumption appears excessive, John alerts us to a possible problem at the time he records the reading so that we can followup before a problem develops.

In general, we have been very pleased with the work performed by the DeChaine Meters readers and find them to be congenial, conscientious people to work with. We would recommend their service to you.

Sincerely,

Marilyn M. Matthias
Finance Director

MM/jn

ROSEWOOD RENTAL & CONSTRUCTION, INC.

1775 S.W. BOONES FERRY RD
LAKE OSWEGO, OREGON 97034
636-3681

November 18, 1982

To Whom it may concern:

We have worked for many years with Meters readers and Dick DeChaine. During this time they have read meters for us for the Rivergrove Water District for which we are contract superintendent. We have always found them to be timely and accurate in their readings, and helpful in reporting areas needing maintenance.

We have also worked with Dick DeChaine for many years on many water works construction and maintenance projects for several local water districts. We have found him to be competent and helpful, and to have a good working knowledge of waterworks systems.

ROSEWOOD RENTAL AND CONSTRUCTION

James D. Deckett
President



SEASIDE, OREGON

OREGON'S
FAMOUS
ALL-YEAR
RESORT

October 8, 1982

METER READERS has been reading meters for the City of Seaside since August, 1981. During this time, the City has been extremely pleased and favorably impressed with their work.

Their meter reading service has allowed our personnel to carry out other work, saving the City both time and money.

I highly recommend METER READERS for quality meter reading service.

Bob Chisholm
Director of Public Works
City of Seaside

Clairmont Water District

18223 S. HENRICI ROAD • OREGON CITY, OREGON 97045
PHONE 656-7240

JUNE 22, 1981

SUBJECT: METEREADERS, INC.
MR. RICHARD DECHAIINE, OWNER, MGR.

TO WHOM IT MAY CONCERN:

Our meter reading has been performed by the above named firm for the last two years on a contractual basis.

I feel that in performing this service for the District, not only does the economics prove an important factor, but the reliability of it also frees personnel for more important maintenance programs and emergency calls which constantly disrupts conventional reading by employees, making readings unbalanced from month to month.

I find that the firm is accurate and willing to adjust to any special requirements we might have in our water district.

The firm handles any complaints with dispatch and is very reliable from a reading schedule.

I would recommend this firm to any water district or water department.

Very truly yours,

A.G. "Barney" Johnson
District Superintendent
Clairmont Water District

AGJ:cb



Roy
Niederhiser

Kurtis
Hamberg

Richard
DeChaine

John
Goodwin

For further information call or write:

METEREADERS
627 8th Street
Lake Oswego, Oregon 97034

(503) 636-0424

CITY OF WILSONVILLE

MEMO

May 31, 1984

DATE

TO: Mayor
City Council

FROM: Ray Shorten 
Finance Director

SUBJECT: Proposals for Meter Reading Contract

On April 2, 1984, City Council approved staff to prepare documents and call for bids on a water Meter Reading Contract.

A proposal was prepared, and the City advertised for bids in the Daily Journal of Commerce and The Times newspapers.

Bid opening date was set for May 30, 1984. Only one bid was received for consideration by Council. This bid was from Metereaders and is included in the Council packets.

The bid from Metereaders contains two separate bid amounts as follows:

Alternative 1. This bid amount of \$.47 per meter, is based on our present method of billing the east side meters one month and the west side meters the following month.

Alternative 2. This bid amount is \$.37 per meter. This alternative would involve reading all meters in the City on a bi-monthly basis.

RECOMMENDATION:

Alternative 1. In calculating the approximate cost of contracting versus the city doing it as currently being done, the savings by contracting appears to be approximately \$1,670.00. However, I feel the estimated man hours required to read all the meters by city crews may be slightly overestimated at the stated 59 hours. I provide the following comparison for your consideration. (Based on 1,147 meters)

Total Estimated annual City cost	=	\$ 4,908.12
Total Estimated Bid cost	=	3,234.60
Estimated annual savings		<hr/> \$ 1,673.52

Alternative 2. From a billing and bookkeeping standpoint, I would not recommend this option at this time. When the City has a computer on line for utility billing, this may be a possible option, but with our current billing system, I see nothing but problems if this alternative was approved.

Total Estimated annual City cost	=	\$ 4,908.12
Total Estimated Bid cost	=	2,546.40
Estimated annual savings	=	<u>\$ 2,361.72</u>

CITY OF WILSONVILLE
MEMO

May 31, 1984
DATE

Council Meeting June 4, 1984
Agenda Category Legal Business

TO: MAYOR AND CITY COUNCIL
FROM: LARRY R. BLANCHARD *LRB*
PUBLIC WORKS DIRECTOR
RE: METER READING CONTRACT

The City of Wilsonville opened bids for the meter reading contract on May 30, 1984, at 2:00 p.m. in City Hall Council Chambers. Only one bid was received and that bid was from Metereaders, located in Lake Oswego. In order to make a final determination of whether the City Council would wish to have their meters read by contract or by City forces, a complete breakdown of the meter reading costs and the billing procedure must be done.

The City of Wilsonville presently reads their meters monthly, east of I-5 is read during one month period and the west of I-5 is read in another month period. The billings are therefore sent out traditionally in this sequence. The bid proposal that was sent by Metereaders included reading the meters under two categories. The first category would be reading the meters each month as is done presently. Total cost of this process would be \$.47 per meter. If the meters were able to be read on a bi-monthly basis, in other words, reading the meters, all 1,500 of them, once every two months, the total cost would be \$.37 per meter. The difference in cost between reading the meters once a month and reading the meters once every two months is \$.10 per meter. On a monthly basis, that would be the difference between \$352.50 for reading the meters each month to a cost of \$277.50 for reading the meters once every two months.

At the present time, with the City's billing process and the Burrough system used for accounting, the amount of time needed to do a billing once every two months would not be available. However, once the City establishes a computerized billing process, the once every two months billing would be possible.

In Jim Long's memo to me dated March 15, 1984, titled "Meter Reading", Jim used a comparison of costs for the City to read the meters and at that point used a total of 1,147 meters. The bid from Metereaders reflects 1,500 meters and, therefore, in order to make a final comparison of costs, we must look at like conditions. The bid received by Metereaders established a total cost of \$.47 per meter per monthly reading or \$.37 per meter per bi-monthly reading. This computes to a total annual cost of \$4,230 for the meter reading for each month at \$.47 pr meter or a cost of \$3,330 per year for meter reading done bi-monthly at \$.37 per meter. In order to make the final comparison, we must look at only 1,147 meters to read

totally. This computes to a total monthly cost for reading meters each month as presently done of \$269.54 per month or \$3,234.48 per year, and if the meters were read all at one time but only read once every two months, the cost would be \$212.20 per month or a total annual cost of \$2,546.40.

Mr. Long's cost analysis was based on actual figures taken from meter readings that are done on a monthly basis for the City of Wilsonville. It must be understood that the meter reading done now is done on an intermittent basis. What is meant by an intermittent basis is that the meters are read until such time as the crews are called out on an emergency or on normal maintenance problems. Therefore, the Public Works' staff does not have the opportunity to read the meters on a continuous 8-hour basis. The other item that escalates the cost of reading meters is the fact that costly equipment is tied up during the meter reading process. Unit 50 and Unit 30 are primarily maintenance vehicles and are not cost effective for reading meters. Most communities utilize small pickup trucks, scooters or equipment designed specifically for meter reading. These equipment items vary in cost.

Depending on how the City wishes to read their meters relates to the total savings anticipated by going with a meter reading contract. The City, in reading their 1,147 meters in whichever frequency, could anticipate a total cost per year for City staff completing the meter reading of \$4,908.12. By contracting with Metereaders, the total annual cost would be \$3,234.48 for reading the meters each month and \$2,546.40 if the meters are read once every two months. This computes to a total annual savings of \$1,673.64 for reading the meters once a month by contract or \$2,361.72 for reading the meters once every two months by contract.

There are some other options which have been proposed in prior years that could potentially reduce the City's costs for reading meters. The proper equipment and devoting one person to reading meters could potentially cut the savings by contract in half. It must also be kept in mind as work programs increase and as work hours by staff are necessary to complete other tasks, meter reading contracts tend to be more beneficial to Public Works Departments. This is primarily the reason the Metereaders is now reading meters for Glenmoore Cooperative Assn., Skyland Water Company, Rivergrove Water Dist., Lake Grove Water Dist., Ash Down Woods Water Co., Johns Landing, Claremont Water Dist., City of Seaside, City of Tualatin, City of Sherwood, City of West Linn, City of Camas, City of Beaverton, and the City of Grants Pass. The City presently spends 354 hours reading meters annually. These hours could be utilized in other areas such as street maintenance, water distribution maintenance, sanitary sewer distribution maintenance, etc.

In any event, the meter reading contract, regardless if it is a once a month reading or a bi-monthly reading, could save the City money. It is my feeling that as the City becomes larger and as we add meters to the system, that we will see an increase in savings by contracting the meter reading services. The City presently contracts all engineering work, street sweeping, storm sewer and sanitary sewer flushing, attorney services, fleet services maintenance, and primarily all construction projects costing greater than \$2,000. The contract with Metereaders would be on a one year basis.

I would recommend at this time that we sign a contract with Meterreaders for meter reading services for the City of Wilsonville and that prior to renewal of this contract we again review the annual costs of meter reading in order to assure and compare consistent savings with present meter reading processes.

lrb/sl

cc: Meter Reading Contract file

PROPOSAL

(Proposal Void If Detached)

Honorable Mayor and
City Council of the
City of Wilsonville, Oregon

The undersigned bidder declares the following Notice to Contractors, Contract, Proposal, Contract Requirements and Bond Requirements for the

"City of Wilsonville Water Meter Reading Contract"

have been carefully examined. The proposed work has been examined and investigations made as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, will contract with the City of Wilsonville in the form of contract hereto annexed; will to the extent of the bid provide the necessary personnel and equipment required to complete the work in the manner herein specified, and according to the requirements of the City.

The undersigned bidder hereby represents as follows:

that this bid is made without connection with any person, firm or corporation making a bid for the same services and is in all respects, fair and without collusion or fraud.

Accompanying this Proposal is a bid bond, for the sum of

\$423.00 (Four hundred twenty three and no/100 dollars)
payable to the City of Wilsonville, this being an amount for ten percent (10%) of the total annual bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Wilsonville and the undersigned fails to execute a satisfactory contract and bond as stated in the advertisement, within ten (10) days (Sunday excluded) from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Wilsonville. Otherwise the bid security accompanying this Proposal shall be returned to the undersigned.

SUBMIT THIS PAGE WITH BID

SCHEDULE OF PRICES
FOR
"CITY OF WILSONVILLE WATER METER READING CONTRACT"

ITEM	APPROXIMATE QUANTITY PER MONTH	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT* PRICE	APPROX. MONTHLY AMOUNT
1.	1,500 meters @	47 cents Part read each month 37 cents Read All Bi-Monthly		269.54
		Forty seven cents part read each month	.47	\$352.50 4730
		Thirty seven cents all read Bi-monthly per each meter read.	.37	\$277.50 3330
				<u>212.20</u>

*Unit price will be used to determine low bid.
Approximate extended monthly amount is informational only.

In case of discrepancy between words and figures, the words shall prevail.

Date: May 29, 1984

SIGNED: *Richard B. O'Hara*

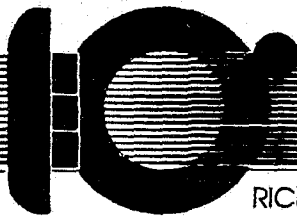
TITLE: Partner

COMPANY: METEREADERS

ADDRESS: 627 8th Street, Lake Oswego, Or.

PHONE NO: 636-0424

NOTE: 1. Attach Bid Bond to this sheet.

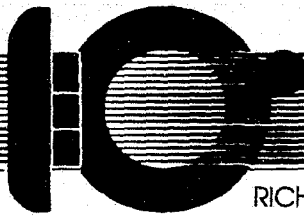


RICHARD B. DeCHAINED METEREADERS

627 8th Street Lake Oswego, Oregon 97034 503/636-0424 Contract Meter Reading Water District Management

RESUME OF PAST AND CURRENT METER READING:

DATE	DISTRICT	PHONE	METERS
April 1970	Glenmorrie Cooperative Ass. P O Box 451 Lake Oswego, Or 97034 * Manage and read Meters for District	503/636-0424	132
May 1970	Skylands Water Company P O Box 451 Lake Oswego, Or 97034 * Manage and read Meters for District	503/636-0424	84
Aug 1972	Rivergrove Water District 17725 S W Boones Ferry Rd Lake Oswego, Or 97034	503/636-3681	1,085
Aug 1972	Lakegrove Water District P O Box 1173 Lake Grove, Or 97034	503/636-1617	1,030
April 1979	Ashdown Woods Water Company P O Box 211 Lake Oswego, Or 97034 * Manage and read Meters for District	503/636-0424	33
June 1979	Johns Landing P O Box 451 Lake Oswego, Or 97034 * Manage and read Meters for District	503/636-0424	26
July 1979	Clairmont Water District 15223 S Henrici Rd Oregon City, Or 97045	503/656-7240	3,805
May 1981	Formed Partnership to Contract and Read Utility Meters		
June 1981	City of Seaside 851 Broadway Seaside, Or 97138	503/738-5511	2,700
July 1981	City of Tualatin P O Box 369 Tualatin, Or 97062	503/692-2000	2,480
Mar 1983	City of Sherwood P O Box 167 Sherwood, Or 97140	503/625-5522	780
June 1983	City of West Linn City Hall West Linn, Or 97068	503/656-4261	4,270
July 1983	City of Camas P O Box 1055 Camas, Wa 98607	206/834-3451	2,503



RICHARD B. DeCHAIINE METEREADERS

627 8th Street Lake Oswego, Oregon 97034 503/636-0424 Contract Meter Reading ■ Water District Management

RESUME OF PAST AND CURRENT METER READING: Page 2

July 1983	City of Beaverton P O Box 157 Beaverton, Or 97075	503/644-2191	9,204
Sep 1983	City of Grants Pass 101 N W A Street Grants Pass, Or 97526	503/476-8801	5,837

All Contract currently in effect.

May 18, 1984

In order to further clarify some areas, the following addendum is to be added to the Meter Reading Proposal requirements.

The following addendum is to be added to this section:

101.9 PAGE 2 AMOUNT OF WORK TO BE DONE

The approximate number of meters currently in service in the city is one thousand five hundred (1,500). Approximately 975 Water meters are currently read and billed in one month, and the remaining 525 Water meters are read and billed the following month.

The following addendum is to be added as a new section:

101.12 TIME FRAME ALLOWED FOR READING METERS

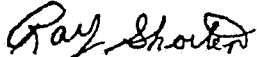
All Water meter readings are to be completed and turned in to the City Finance Director, by the end of the fifth working day of each month.

The following addendum is to be added to this section:

^{106.3}
~~103.03~~ REREADS

The city reserves the right to negotiate this requirement on an individual basis with the successful Bidder.

City of Wilsonville



Ray Shorten
Finance Director

CITY OF WILSONVILLE
NOTICE TO CONTRACTORS

Sealed proposals for furnishing all labor, tools, equipment and supplies required for the "Water Meter Reading" for the City of Wilsonville, Oregon will be received at the Finance office, City Hall, 30000 S.W. Town Center Loop East, Wilsonville, OR 97070 until 2:00 p.m. on May 30, 1984.

All envelopes containing proposals must be plainly marked "WATER METER READING PROPOSAL".

Contract documents and special provisions may be obtained from the office of the Finance Director, 30000 SW Town Center Loop East, Wilsonville, Oregon 97070.

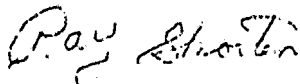
Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check or bid bond in an amount equal to ten percent (10%) of the total annual amount bid. The successful bidder will be required to furnish a bond equal to one hundred percent (100%) of the annual bid for the faithful performance of the contract.

Meter reading books may be examined at the City Finance Department, prior to submitting bids, by contacting the Finance Director at 682-1011 to arrange for a convenient time.

A contract will be awarded or all proposals rejected within thirty (30) days after the bid opening. The successful bidder shall execute a contract within ten (10) days (Sunday excepted) from the date of notification.

The City of Wilsonville reserves the right to reject any and all proposals or to accept any proposal which appears to serve the best interest of the City.

CITY OF WILSONVILLE, OREGON



Ray Shorten
Finance Director

101 - PROPOSAL REQUIREMENTS

101.1 QUALIFICATION OF BIDDERS

All bidders shall include a resume' of past and current meter reading experience and one contract reference of work performed elsewhere. Failure to do so will disqualify the bid proposal.

101.2 FORM OF PROPOSAL

Bidders shall enclose the proposal and bid bond in a sealed envelope, labeled and addressed as required in the Notice to Contractors, and file as required therein. All proposals shall be clearly and distinctly typed or written. Changes may be made provided the change is initialed. All proposals shall be on the form furnished by the City, and in addition to the necessary unit price item, all applicable blanks giving general information must be filled in and the bid signed by the contractor or a duly authorized agent. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required or permitted.

101.3 WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL

A proposal may be withdrawn upon written request of the bidder prior to the scheduled closing time for filing bids. Negligence on the part of the bidder in preparing the proposal confers no right to withdraw the proposal after the scheduled closing time for filing bids. Changes in a delivered proposal will be permitted only if a request for making such modification is made in writing, signed by the bidder, and the specific modification is stated and received prior to the scheduled closing time for filing bids.

101.4 LATE PROPOSALS

Proposals received after the scheduled closing time for filing bids will not be opened or considered by the City unless such bid, if sent through the mails, shows a legible postmark or post office cancellation proving the time of mailing was a least 48 hours prior to the scheduled closing time for filing bids, and such proposal is received before the award has been made.

101.5 BID SECURITY

Unless covered by an annual bid bond in an unencumbered amount sufficient to cover all pending bids which is filed with the City, all proposals must be accompanied by a certified check payable to the City of Wilsonville, or a bid bond for the single bid submitted, in an amount equal to ten percent (10%) of the total annual amount bid. Such bid security may be forfeited as liquidated damages in case the bidder shall fail or neglect to furnish a performance bond and insurance, as required, or to execute the contract within ten days after receiving said contract from the City for execution.

101.6 INTERPRETATION OF CONTRACT DOCUMENTS

If it should appear to a bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that the Contract Documents are not definite and clear, the bidder may make written inquiry regarding same to the Finance Director at least five (5) days before the scheduled closing time for filing bids. Then, if in the judgement of the Finance Director, additional information or interpretation is necessary such information will be supplied in the form of an addendum which will be delivered to all individuals, firms and corporations who have taken out Contract Documents. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT DOCUMENTS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

101.7 ADDENDA TO CONTRACT DOCUMENTS

Any addendum or addenda issued by the Finance Director which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing bids, Saturday, Sunday and legal holidays not included, shall be binding upon the bidder. The City shall send copies of such addenda to all contractors who have obtained copies of the Contract Documents for the purpose of bidding thereon, but failure of the contractor to receive or obtain such addenda shall not excuse the contractor from compliance therewith, if that contractor is awarded the contract.

101.8 FAMILIARITY WITH LAWS AND ORDINANCES

The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder or contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance or regulation, he shall forthwith report it to the City in writing.

101.9 AMOUNT OF WORK TO BE DONE

The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the contract. The City does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated. The scheduled quantities of work to be done may be increased or decreased. Payment will be made at unit prices under the contract only for the work performed.

101.10 BID PRICES TO COVER ENTIRE WORK

Bidders must include in their unit bid price the entire cost of the work set forth in the proposal, and it is understood and agreed that there is included in each unit bid price the entire cost of materials and labor incidental or necessary to the completion of that portion of the work covered.

101.11 REJECTION OF PROPOSALS

The City reserves the right to reject any and/or all proposals and waive irregularities not affecting substantial rights.

102 - AWARD AND EXECUTION OF CONTRACT

102.1 AWARD OF CONTRACT

The award will be made by the City Council to the bidder submitting the lowest bid which will best serve the public interest. The City Council may reject all bids if in the judgment of the Council it is in the public interest to do so. In the event of discrepancy between the written and numerical amounts, the written prices will govern. Determination of the lowest bid which will best serve the public interest and award of the bid may be subject to review and determination by the City Attorney, in conjunction with the Finance Director, as to legal sufficiency. The award of contract, if it be awarded, shall be made within thirty (30) calendar days after the date of opening of bids.

102.2 EXECUTION OF CONTRACT

Within ten (10) days after the date the bidder receives notification of award of contract as evidenced by receipt from the owner of properly prepared contract documents, the bidder to whom award is made shall execute and return the contract in the required number of copies, and shall furnish a performance bond and other required bonds and insurance satisfactory to the City.

102.3 FAILURE TO EXECUTE CONTRACT

Failure on the part of bidder to whom the contract is awarded to execute the contract and to deliver the contract and required performance bond shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of the bid security. The forfeited bid security shall become the property of the City. Award may then be made to the next lowest bidder whose bid will best serve the public interest, or the work may be readvertised.

102.4 RETURN OF BID SECURITY

Upon the execution of the contract and bond by the successful bidder, the bid security shall be returned. The bidder who has a contract awarded and who fails promptly and properly to execute the contract or bond shall forfeit the bid security that accompanied the bid. The bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The bid security of unsuccessful bidders will be returned after the bids have been opened and the contract has been awarded and shall not be retained after the contract has been duly signed. The City reserves the right to retain the bid security of the three (3) lowest bidders until the awarded contract has been signed and returned.

102.5 ASSIGNMENTS

Neither the contract nor any interest therein shall be transferred to any other party or parties. No officer of the City nor any person employed in its service, is or shall be permitted any share or part of the contract or is or shall be entitled to any benefit which may arise therefrom.

102.6 PERFORMANCE BOND

At the time of execution of the contract, the successful bidder shall furnish a performance bond approved by the City in an amount equal to the amount of the annual contract, conditioned upon compliance with and fulfillment of the provisions of the contract.

102.7 CITY'S IMMUNITY FROM LIABILITY

The contractor shall save, keep and hold harmless, the City, and all employees, officers and agents thereof from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or of personal injury received either by reason of or in the course of performing said work which may be occasioned by any negligent act or intentional act which amounts to negligence upon the part of the contractor or any of said contractor's employees performing any of the work.

102.8 PROOF OF CARRAIGE OF INSURANCE (SEE 104.4 "INSURANCE" FOR SPECIFIC REQUIREMENTS)

Work shall not commence until all insurance required in the contract has been obtained nor until such insurance has been approved by the City. The contractor shall maintain insurance throughout the life of the contract which will hold the City harmless and shall indemnify the City for any and all losses to third persons or to the City arising out of the operations, including any contingent liability arising therefrom.

103 - SCOPE OF WORK

103.1 INTENT OF CONTRACT

The intent of the contract is to provide the service of reading City water meters for a contract period of one (1) year:.

103.2 EXAMINATION OF METER BOOKS

Meter reading books may be examined at the Finance Department prior to submitting bids. Contact the Finance Director at 682-1011, to arrange a convenient time to examine books.

103.3 ASSISTANCE TO SUCCESSFUL BIDDER

The City of Wilsonvile will provide up to eight (8) man hours of assistance to the successful bidder. The successful bidder will pay the City all costs for any additional training required.

104 - LEGAL RELATIONS AND RESPONSIBILITIES

104.1 LAWS AND REGULATIONS

The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affects the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees. The contractor shall protect and indemnify the City and his representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the contractor, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.

104.2 ASSIGNMENT OF CONTRACT AND SUBLETTING

No contract or any portion thereof may be assigned or sublet.

104.3 SUBCONTRACTORS

No part of the work shall be transferred or subcontracted.

104.4 INSURANCE

The contractor shall provide and maintain insurance as follows:

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall maintain such public liability and property damage insurance as will protect the contractor and the owner from any and all claims for damage or personal injury including death, which may arise from operations under this contract or in connection therewith. Such insurance shall provide coverage for not less than the following:

For Personal Injury:	\$100,000 for one claimant
	\$300,000 from one occurrence

For Property Damage:	\$ 50,000 for one claimant
	\$300,000 from one occurrence

In lieu of the foregoing, a single limit public liability policy for personal injury and property damage will be accepted in the sum of \$300,000 as set forth in ORS Chapter 30, Tort Actions Against Public Bodies.

The contractor shall also provide the City proof of Workman's Compensation Insurance, if applicable, and will maintain such coverage throughout the term of the contract.

105 - PROSECUTION AND PROGRESS

105.1 LENGTH OF CONTRACT

The contract period will commence July 1, 1984 and expire June 30, 1985.

105.2 TERMINATION OF CONTRACT

All terms and conditions of the contract are considered material, and failure by the contractor to comply with any of said terms or conditions shall, at the City's option, be deemed a breach of the contract. Upon such failure, the City shall have the right, whether an alternative right is provided or not, to declare the contract terminated. Notice shall be given in writing to the contractor and shall be effective upon delivery. The contract may be terminated with cause by either party with the giving of sixty (60) days written notice. Upon the contract being so terminated, the City may retain all sums due under the contract and both the contractor and his sureties shall be liable under the bond for all losses, expenses and damages caused to the City by reason of failure to complete the contract and the surety shall be required, at the City's option, to complete the contract. Notwithstanding such termination, the contractor and the contractor's sureties shall remain liable under the terms of the contract for work performed prior to such termination.

In the event of termination of this contract, provision shall be made for the payment of compensation to the contractor, less any sums due or owing to the City. The amount to be paid to the contractor shall be determined on the following basis:

1. The contract price in the case of any fully completed separate item or portion of the work for which there is a separate or unit contract price; and
2. May, with respect to any other work, be a percent of the contract price equal to the percentage of the work completed.

105.3 CONTRACTOR'S RESPONSIBILITY

The contractor shall not be responsible for readings associated with opening or closing of customer accounts with the City. Further, the contractor shall not be responsible for reading meters, the access to which is obstructed in such a manner that more than diligence is required to read the meter, which is inclusive of extreme weather conditions caused by an act of God that would make it impossible for the contractor to perform said contracted service during the current reading period. If reading is delayed beyond the reading period, both parties shall decide when or if reading shall be done by the contractor for that certain reading period.

106 - MEASUREMENT AND PAYMENT

106.1 MEASUREMENT

The number of meter readings for payment will be computed by adding the number of meters read in each book on a monthly basis. The number of meters in each book shall be noted on the inside cover. Monthly additions and deletions may be made to each book as customer accounts are opened and closed.

106.2 PAYMENT

Payment will be made at the contract price per each meter read, multiplied by the number of meters actually read each reading period (monthly). The contractor will be paid for work completed on a monthly basis.

Contractor will submit a statement by the 10th of each month, following reading, to the City Finance Department, 30000 S.W. Town Center Loop East, Wilsonville, Oregon 97070.

All statements for services performed, received on or before the 10th of each month, will be paid by the 20th of each month.

106.3 REREADS

Meters which have been read by the contractor, and due to the reading may or may not be correct, shall be requested, to the meter reading contractor, to be reread. If the reading is found to be in error the meter reading contractor shall not bill the City for a meter read under the charge per meter, however, if the meter reading was correct the City shall pay for the service rendered as included in the price per meter read. Meters to be reread shall be done within 24 hours of receiving written notice.