

# Installation of main inbound and outbound scales at the Weber County Transfer station

**Contract #:**  
10942

**Contractor:**  
Scales Unlimited Inc.

**Total Amount:**

**Submitter:**  
William Ross

**Date Submitted:**  
11/14/2024 9:49:45 AM

**Last Modified:**  
11/14/2024 9:49:45 AM

**Budget Type:**  
Expenditure

**Period:**  
One-time

**Approval Step:**  
Department

Contract No:

- [Contract](#)
- [Documents](#) 1
- [Comments](#) 0
- [Approvals](#)
- [Follow](#)
- [Compliance](#) 0

## Contract

Save Changes to Contract Details

### Requester Information

William Ross, Operations ▼

First Name

Last Name

Phone

Email

Department

### Contractor/Vendor Information

Contractor/Vendor Name\*

Contractor/Vendor Address Line 1

Contractor/Vendor Address Line 2

Contractor/Vendor Phone

Contact Person Details

Contact Name

Contact Email

Contact Phone

### Contract Details

Contact Title\*

Contract Purpose (Be Specific)\*

Is the contract signed?

Effective Date

Termination Date

Budget Information

Year 1 Amount

290890.00

Year 2 Amount

Year 3 Amount

Year 4 Amount

Year 5 Amount

Total Contract Amount

Budget Type

Expenditure

Contract Period

One-time

Munis Information

Munis Org #

10404000

Munis Object #

764000

Munis Project #

Commission Presenter Details

Commission Presenter Name\*

Bill Ross

Commission Presenter Phone

801-625-3877

Commission Vote

Commissioner One

Commissioner One Vote

Commissioner Two

Commissioner Two Vote

Commissioner Three

Commissioner Three Vote

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**AGREEMENT BETWEEN WEBER COUNTY AND SCALES UNLIMITED INC.  
FOR INSTALLATION OF MAIN INBOUND AND OUTBOUND SCALES  
AT THE WEBER COUNTY TRANSFER STATION**

This agreement is entered into between WEBER COUNTY (“County”), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and Scales Unlimited Inc., an Idaho Corporation, located at P.O. Box 467 Jerome, Idaho 83338. The agreement shall take effect as soon as both parties have signed it.

**RECITALS**

WHEREAS The County desires to obtain services for the following project: Installation of main inbound and outbound scales at the Weber County Transfer Station, and

WHEREAS, The Contractor has submitted a proposal to provide the desired services to the County and has been chosen to provide the services through a competitive bid process.

NOW THEREFORE, the Contractor and the County agree as follows:

**AGREEMENT**

**1. SERVICES OF THE CONTRACTOR**

- a. The Contractor will perform the following services (the “Work”):
  - i. Installation of new main inbound and outbound scales at the Weber County Transfer Station. The work will be performed to the following specifications:

**ABOVE GROUND TRUCK SCALE (two)**

- 11’ x 80’
- 120,000 lb. capacity (min)
- Steel Deck
- NTEP approved.
- Painted epoxy safety yellow

**LOADCELLS (two)**

- 50,000 lb. capacity
- Environmentally protected
- NTEP approved for use in legal trade applications
- Necessary mounting hardware
- 200% overload capacity

**AUXILIARY DISPLAYS (two)**

- Provide real time weight readings

**COMPUTER COMPATIBILITY (two)**

- Must be compatible with existing scale software – Waste Works SQL

- Contractor is to utilize the existing hardware (printer, computers, etc.)

CONCRETE WORK (two)

- Contractor must provide labor and materials to form and pour piers and approaches.

INSTALLATION AND CALIBRATION (two)

- After a pre-determined amount of time to allow the concrete to cure, contractor will calibrate the scales to weigh within State and Federal tolerances.

- b. In performing the required Work, the Contractor shall follow practices consistent with acceptable professional and technical standards for work of this nature.
- c. Except as allowed by the County's Representative in writing, none of the Work specified by this agreement shall be subcontracted.
- d. The Contractor warrants that the Work will be free from material defects for a period of two years on electronics and five years on the scales after the Work has been completed, as determined by the County.
- e. The Contractor shall, promptly and without additional compensation, correct deficiencies in the Work, as determined by the County based on the terms of this agreement, unless such deficiencies are directly caused by the County, in which case the County shall pay for the corrective work. This paragraph applies during the performance of the Work and during the warranty period described in this agreement.
- f. If the Contractor performs corrective work during a warranty period, then a new warranty period of the same duration will begin after the corrective work is completed, and the Contractor will be under the same obligations as during the previous warranty period.
- g. All materials prepared or acquired by the Contractor during the performance of the Work specified by this agreement shall become the property of the County and shall be delivered to the County during or at the end of the agreement term. Such materials shall not be released by the Contractor to others at any time without the prior written approval of the County's Representative, unless required by law. It is understood and agreed that such materials are prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, the County agrees that its use of such materials on other projects shall be at its own risk, unless the Contractor has given its written approval for such use.

## 2. MANAGEMENT AND COORDINATION

- a. The Contractor shall designate a Project Manager for purposes of this agreement. The Project Manager shall be the Contractor's primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- b. The Transfer Station Operations Manager, or his designee, shall serve as the County's Representative for this agreement. The County's Representative shall be the County's primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- c. The parties agree that for purposes of this agreement, the Contractor and its officers, agents, and employees are not to be regarded as the County's employees, and that the Contractor is an independent contractor in all respects.

## 3. TERM OF AGREEMENT

- a. Unless terminated earlier as provided herein, this agreement shall remain in effect until
  - i. All Work has been performed and accepted as satisfactory by the County, all payments have been made, and the warranty period described above (if applicable) has expired.

## 4. TIME SCHEDULE

- a. The Contractor shall commence the Work upon receipt from the County of written notice to proceed.
- b. The Contractor shall comply with the following schedule and deadlines, except where written notification of variance is received from the County's Representative:
- c. The Work will be completed by March 1, 2025.
- d. The time schedule is an essential condition of this agreement. If the Contractor fails to comply with the time schedule set forth in this section, or any extension of time granted by the County, then the Contractor shall be in default, unless the failure is beyond the control and without the fault and negligence of the Contractor. If the Contractor defaults, then the County shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this agreement.
- e. The Contractor will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of the Contractor. Such circumstances shall include strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, pandemic, acts of war, acts of terrorism, acts of God, or any

other cause similar to the foregoing which are beyond the reasonable control of the Contractor.

## 5. COMPENSATION

- a. The County shall pay the Contractor the following amount for the performance of the Work:
  - i. \$290,890.00 with 50 percent down upon ordering, 25 percent at time of installation and the balance due at time of calibration.
- b. Unless otherwise specified above, at the end of each 30-day period during the Contractor's performance hereunder, the Contractor may request a progress payment based upon Work performed within that 30-day period. Such requests must be in writing, in a form acceptable to the County, with sufficient detail to justify the request. The County shall pay to the Contractor the requested payment, if approved, or the undisputed portion thereof within 30 days after the progress payment request.
- c. Final payment shall be made when the Contractor has completed all Work in a manner consistent with this agreement.
- d. If, at the end of the warranty period, the Work remains in satisfactory condition, the County's Representative shall issue to the County, with a copy to the Contractor, a final acceptance notice.
- e. If, during the warranty period, the County determines that the Work has material defects, then the Contractor shall be in breach of this agreement, and the County shall provide notice as described in the Default and Remedies section of this agreement. If the Contractor does not correct the defects as outlined in that section, then the Contractor shall be in default, and the County may pursue appropriate remedies available to it under the law.

## 6. INSURANCE AND INDEMNIFICATION

- a. The Contractor shall procure and maintain the insurance policies required in this article from an insurance company authorized to write casualty insurance in the State of Utah, to protect itself and the County from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under this agreement. The County may reject or terminate this agreement if, at the County's sole discretion, the insurance policies are not satisfactory.
- b. The Contractor shall not commence performance under this agreement until it has obtained all insurance required by this article and filed a certificate of insurance or certified copy of insurance policy with the County. The amount of such insurance coverage will not be less than the following:

- i. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.
  - ii. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
  - iii. Professional Liability insurance in an amount of not less than \$1,000,000.
  - iv. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.
- c. Before using any subcontractor, the Contractor shall require the subcontractor to provide proof of coverage showing workers' compensation coverage for its employees or, if applicable, a valid waiver of workers' compensation for an independent contractor without employees. The Contractor shall provide a copy of the required documentation to the County.
- d. Excluding workers' compensation and professional liability coverages, the Contractor's insurance coverage shall be a primary insurance. The County's self-insurance or insurance shall be in excess of the Contractor's insurance and shall not contribute with it.
- e. Notwithstanding any other provision of this agreement, the Contractor agrees to indemnify and hold harmless the County from and against all liability, claims, expenses, and costs arising from workers' compensation claims made by the Contractor, its employees, its subcontractors, its subcontractors' employees, and any additional subcontractors or employees engaged in the performance of this agreement.
- f. The Contractor agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, claims, expenses, and costs arising out of or related to this agreement, to the extent that such liability, claims, expenses, and costs are caused by or result from the negligent or intentional acts, errors, or omissions of the Contractor, its agents, employees, and subcontractors. This indemnification requirement shall apply to the full extent allowed by law, regardless of whether the Contractor has complied with the insurance requirements of this agreement.

## 7. CHANGES

- a. The County may, at any time, make changes to the Work required under this agreement, as long as the changes remain within its general scope. If such changes cause an increase or decrease in the Contractor's cost of, or time required for,

performance of the agreement, an equitable adjustment in price or time will be made and the agreement modified accordingly.

- b. All changes shall be set forth in writing, signed by all parties.

## 8. DEFAULT AND REMEDIES

- a. Any material breach of this agreement shall constitute a default if the breach cannot be substantially cured within a reasonable time, or if the breaching party does not do the following:
  - i. Substantially cure the breach within ten days after receipt of written notice from the non-breaching party: or
  - ii. If a substantial cure within ten days is not possible, begin good faith efforts to cure the breach within ten days after receipt of written notice from the non-breaching party, and diligently pursue the good faith efforts until the breach is substantially cured.
- b. If either party defaults on its obligations under this agreement as described in this section, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
- c. This agreement does not limit, in any way, a party's remedies that are available to it under applicable laws.
- d. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.
- e. This agreement shall be governed by the laws of the state of Utah. Venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

## 9. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, the County shall have the right to terminate this agreement at any time, for any reason or no reason, by giving 30 days' written notice of termination.
- b. In the event the agreement is properly terminated prior to full performance by the Contractor, the Contractor shall be paid for Work rendered to the date of termination, based upon a percentage of completion of the full performance of this agreement.
- c. After delivery of a written notice of termination, the Contractor shall:



- i. Stop work under this agreement on or before the date specified in the notice of termination; and
- ii. Deliver to the County all work in process, completed work, completed or partially completed plans, drawings, information, and other property (including all electronic files and support files) which would be required to be furnished to the County if the agreement had been completed.

## 10. MISCELLANEOUS

- a. The Contractor shall not assign any interest in this agreement without the prior written consent of the County.
- b. The invalidity of any term of this agreement shall not be deemed to affect the validity of any other term, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters the agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
- c. This agreement supersedes all previous agreements, both oral and written, between the County and the Contractor relating to the subject matter hereof.
- d. Failure or delay by either party to enforce any term of this agreement will not be deemed a waiver of future enforcement of that or any other term.
- e. Notice
  - i. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's representative (i.e., the Contractor's Project Manager or the County's Representative); (2) delivered electronically, with confirmed receipt, to the party's representative; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:
    1. County:  
Ron Brown, Operations Manager  
867 West Wilson Lane  
Ogden, UT 84401  
[rbrown@webercountyutah.gov](mailto:rbrown@webercountyutah.gov)
    2. Contractor:  
Robert Luna  
PO Box 467  
Jerome, Idaho 83338  
[Robert@scalesunlimited.com](mailto:Robert@scalesunlimited.com)

11. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

Scales Unlimited Inc.

Signature Julie Aberasturi

Date 11/12/2024

Printed Name Julie Aberasturi

Title Bookkeeper

STATE OF Idaho

)ss.

COUNTY OF Canyon

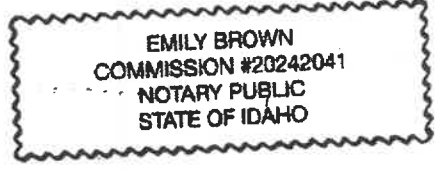
On this 12th day of November, in the year 2024, before me,

(notary name) Emily Brown, a notary public, personally appeared

(signer name) Julie Aberasturi, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same.

[Signature]  
Notary Public

Notary seal:



WEBER COUNTY

\_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

Date: \_\_\_\_\_