

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING)	Resolution No. 99-2875
THE EXECUTIVE OFFICER TO EXECUTE A)	
CONTRACT WITH URS CORPORATION FOR)	Introduced by Mike Burton
THE DESIGN OF A PUBLIC UNLOADING)	Executive Officer
AREA AT METRO SOUTH STATION)	

WHEREAS, For reasons of safety, efficiency and growth in the region as described in the accompanying staff report, Metro requires the construction of a public unloading area at Metro South Station; and

WHEREAS, As described in the accompanying staff report, and as contained in Metro's Adopted Capital Improvement Plan, construction of a public unloading area at Metro South will result in an increase in materials recovery; and

WHEREAS, As described in the accompanying staff report, and as contained in Metro's Adopted Capital Improvement Plan, construction of a public unloading area is needed to increase safety and reduce traffic problems; and

WHEREAS, Metro requires the services of a design contractor as described in the contract attached as Exhibit "A" is necessary to proceed with this project; and


WHEREAS, for the reasons set forth in the Staff Report, the Council finds it appropriate to waive the requirements of Metro Code 2.04.026 (c); and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Council authorizes the Executive Officer to execute a contract with the most qualified proposer.

ADOPTED by the Metro Contract Review Board this 9th day of
DECEMBER, 1999.


Rod Monroe, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

RRS:clk
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Contract No:

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and URS Corporation referred to herein as "Contractor," located at 111 SW Columbia, Suite 900, Portland, Oregon 97201-4014.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration.. This personal services agreement shall be effective on the last signature date below and shall remain in effect until and including June 30, 2001, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment.. Metro shall pay Contractor for services performed and materials delivered in the amounts, manner and at the times specified in the Scope of Work for a maximum sum not to exceed Two Hundred Thirty-Three Thousand Eight Hundred and Eighty-Six DOLLARS (\$233,886.00).

4. Insurance.. 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.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. 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.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and shall perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum

amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless 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 Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information.. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status.. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments.. Metro shall have the right to withhold from payments due to 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly

incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in writing signed by both parties.

URS Corporation

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

Contract No:

Exhibit A

Scope of Work

1. Payment, Billing and Term.

Contractor shall provide engineering services for a maximum price not to exceed Two Hundred Thirty-Three Thousand Eight Hundred and Eighty-Six DOLLARS (\$233,886.00). The maximum price includes all fees, costs and expenses of whatever nature.

In the event Metro requests Contractor to provide services or materials after the maximum contract price has been reached, Contractor such services or materials shall be provided, pursuant to an amendment, at the same unit prices that Contractor utilized as of the date of this Agreement (fee schedule attached). Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of labor, materials, and equipment, will include an update on the total amount spent on the project, a description of work complete during the billing period and a status report on the project schedule (attached) and budget (attached). Billing statements will not be submitted more frequently than once a month, and will be sent to Metro, Attention Rob Smoot, Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

2. Schedule

Contractor shall perform work in accordance with the schedule attached.

3. Statement of Work.

Phase 1 – Preliminary Design

Task 1 – Kick-off Meeting

Prior to the meeting URS will prepare and distribute an agenda. The agenda will include a list of questions and data required to establish design parameters.

In general, the goals of this meeting will be to establish the following:

- Communication links between Metro, URS, and the Station operators
- Project budget and schedule including key milestone dates
- Specific design criteria such as codes, traffic counts, waste types and volumes
- Operations requirements including scalehouse, hours of operation, and preferred traffic patterns
- Determination as to what additional information or data may be required

Task 2 – Design Criteria Memorandum

Based on the results from the kick-off meeting and the data collected, URS will prepare a Design Criteria Memorandum (DCM). In general, the DCM will contain, but not be limited to, the following:

- Number of vehicles per day and peak hourly arrival rates
- Volume and type of waste streams
- Hours of operation and days of operation
- How collected wastes will be stored and where is their final destination
- Types of recyclables to be collected
- Storage of recyclables and where is their final destination
- Civil, structural, mechanical and electrical design criteria

The DCM will be issued in draft form to Metro for review, comments received, and a final document issued.

Task 3 – Development of Site and Building Arrangements

Utilizing the Design Criteria Memorandum. URS will develop a minimum of three alternatives for review and comments by Metro. Important in the development of these alternatives will be the following:

- Existing transfer station operations and transfer trailer operations must be kept operating throughout the construction of the public unloading area.
- Volume of vehicles to be handled during peak hours and peak days.
- Safe and effective traffic circulation and maneuvering.
- Safety of the general public at all times.
- Types and sizes of bins or trailers to receive wastes and recyclables.
- Overall capital cost.

For each alternative, a construction cost estimate will be prepared. URS has included one of their specialized project controls engineers to prepare the construction costs.

The alternatives, cost estimates, and subjective analysis will be given to Metro for review. URS will then meet with Metro to determine the final selected alternative. The minutes of the meeting will be prepared by URS and distributed to all participants for review and approval.

Task 4 – Value Engineering

Metro plans to contract with a separate firm to provide value-engineering services at key points in the project. URS's role will be to supply the necessary drawings and documentation, meet with Metro and the value-engineering consultant to discuss the project prior to their review, and again after their review. Make any changes to the drawings that may result from the value engineering process.

Task 5 – Meetings

Throughout the preliminary design phase, URS and Metro will agree to meet at least once every two weeks to review progress and key items.

Task 6 – Progress Reports

URS will invoice Metro on a monthly basis. With the invoice submittal, URS will also provide the following progress report:

- Monthly total, amount spent to date, and comparison to an established budget.
- Two copies of the project schedule. The schedule will be accompanied by a description of work completed that month, work to be done in the coming month, status of work in comparison to schedule and steps to be taken, if necessary, to maintain schedule, and a discussion of problem areas and schedule revisions, if any.

Phase 2 – Detail Design

Task 1 – Detail Design and Drawings

Following the approval of the preliminary design–Phase 1–by Metro, URS will prepare the detail designs, and contract drawings at the 30%, 70% and 100% completion levels. Drawings, estimates and schedules will be submitted to Metro for review and comments. Each submittal shall contain the following:

- Four 11 x 17 sets and one 22 x 34 set of drawings
- One electronic copy of all drawings
- Four copies of specifications plus one electronic copy
- Construction cost estimate
- Construction schedule
- List of suppliers for specialized material and equipment, and copies of material and equipment brochures.
- For the 100% completion level and the drawings approved for construction, URS will provide an additional five sets of 22 x 34 drawings.

After comments are prepared by Metro, URS will hold a meeting to review the comments, make any necessary changes, and then proceed to the next phase of completion.

Task 2 – Value Engineering

At the 30% completion stage, URS will provide the necessary drawings and documentation, meet with Metro and the value engineering consultant to discuss the project prior to their review, and again after their review. Make any changes to the drawings and documentation that may result from this value engineering process.

Task 3 – Preparation of Specifications

URS will prepare a complete set of technical specifications per CSI Standards. It is assumed that the “front-end” documents will be assembled by Metro. It is also assumed that Metro will assemble the specifications and drawings for bid issue. URS will also prepare a list of submittals required by the Contractor through the construction period.

Task 4 – Meetings

There are two sets of meetings to be scheduled during the detail design phase:

- Regularly scheduled meetings to review progress and key items. These meetings will be at least once every two weeks.
- After the 30%, 70% and 100% completion levels, URS will schedule meetings with Metro to review their comments on the design. Minutes of these meetings will be prepared by URS and issued to all involved parties for review and comments.

Task 5 – Progress Reports

URS will invoice Metro on a monthly basis. With the invoice submittal, URS will also provide the following progress report:

- Monthly total, amount spent to date, and comparison to an established budget.
- Two copies of the project schedule. The schedule will be accompanied by a description of work completed that month, work to be done in the coming month, status of work in comparison to schedule and steps to be taken, if necessary, to maintain schedule, and a discussion of problem areas and schedule revisions, if any.

Phase 3 – Bidding/ Permitting

Task 1 – Services During Bid Period

During the bid period, URS will perform the following tasks:

- Attend the pre-bid meeting.
- Review and comment on any “or equal” substitutions submitted by the Contractors.
- Prepare any addenda that may be required including revisions to drawings and specifications as may be required.

Task 2 – Permitting

It is assumed that Metro will take the lead on obtaining permits and approvals from Factory Mutual and Oregon City. However, URS is prepared to assist Metro as required. This may include meetings, written responses or revisions to drawings to satisfy the City’s or Factory Mutual’s requirements.

Phase 4 – Services During Construction

It is assumed that Metro will be providing the daily on-site and construction management services for this project. URS’s role will be to support the Metro staff by performing the following tasks:

- Attend the pre-construction meeting.
- Review all Vendor/Contractor drawings and submittals for conformance to drawings and specifications.
- Respond to Requests for Information prepared in the field.
- Attend the regularly scheduled weekly construction progress meetings to answer questions and assist in resolving any issues that may arise. In addition, URS will, at the same time as the progress meeting, inspect the construction site for general conformance to drawings and specifications. After the construction site visit, URS will issue a report detailing progress, concerns and quality of the work observed.
- Assist Metro in resolving any change order requests, if requested.
- Assist Metro in preparing final “punch list” items.
- Prepare a set of “as-built” drawings based on mark-ups provided by the Contractor. Two hard copies and an electronic copy of these “as-builts” will be supplied to Metro.

ENGINEERING ESTIMATE

The following estimate of engineering costs is based on the manhours on the next page.

Classification	Phase 1	Phase 2	Phase 3	Phase 4
Project Manager	\$7,300	\$26,500	\$1,620	\$8,100
Planner	11,000	6,272	392	3,920
Civil Engineer				
Lead	152	8,200	608	1,824
Support	---	4,472	---	1,040
Structural Engineer				
Lead	180	21,260	1,080	3,240
Support	---	9,002	---	1,392
Electrical Engineer				
Lead	196	9,300	196	3,136
Support	---	3,526	---	---
Mechanical Engineer				
Lead	---	6,978	196	1,568
Support	---	3,405	---	---
Technician				
Lead	1,960	31,000	1,120	1,680
Support	---	15,059	---	---
Project Administrator	2,160	4,320	---	2,160
Project Controls	5,880	3,920	---	---
Geotechnical	2,160	1,440	---	360
Word Processor	416	1,664	---	832
Subtotal	\$31,404	\$156,318	\$5,212	\$29,252
Expenses	2,000	8,000	200	1,500
Total	\$33,404	\$164,318	\$5,412	\$30,752
Grand Total				\$233,886

ENGINEERING ESTIMATE

Manhour Estimate

	Proj. Mgr.	Planner	Civil Engr.	Struct. Engr.	Elec. Engr.	Mech. Engr.	Tech.	Proj. Admin	Proj. Control	Geotech	Word Proc.	Total
Phase 1 - Preliminary Design												
• Kick-off meeting	6	4										10
• Design criteria memorandum	8		2	2	2						4	18
• Site & Bldg. Arrangements	32	100					24	16	60	24	4	260
• Value Engineering	8	8					4					20
Phase 2 - Detail Design												
• 30% completion	80	24	80	200	40	40	275	8	16	16	8	787
• 70% completion	80	24	60	140	80	40	275	8	8		16	731
• 100% completion	24	16	24	40	24	24	150	8	8		8	326
• Issue for bid	8		8	8	8	8	24	8	8			80
• Value Engineering	4		4	4	4	4	8					28
Phase 3 - Bidding/Permitting												
	12	4	8	12	2	2	16	--				56
Phase 4 - Services During Construction												
• 8 months assumed	60	40	40	60	32	16	24	16		4	16	308
Totals	322	220	226	466	192	134	800	64	100	44	56	2,624

SCHEDULE OF FEES AND CHARGES - PORTLAND, OREGON

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate (\$)</u>
Clerk*	38
Technical Typist/Word Processor*	52
Editor/Drafter/Illustrator*	62
Lab/Field Supervisor*	70
Technician*	65
Senior Technician*	70
Assistant Staff Professional	58
Staff Professional	76
Sr. Staff Professional	90
Assistant Project Professional	98
Project Professional	115
Senior Project Professional	125
Consulting Professional	130
Sr. Consulting Professional	135
Principal/Sr. Principal Professional	150

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification.

When URS staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions, their time will be charged at \$250.00 per hour.

Special project accounting reporting and financial services including submission of invoice supporting documentation will be charged at the rate of a clerk.

LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS, will be charged at cost plus 15%.

Communications

The cost of communications including office telephone, facsimile, postage, and incidental copying costs will be charged at a flat rate of 3.5% of total gross labor charges.

Computers

The charge for use of in-house computers for Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information Systems (GIS) is \$35.00 per hour.

In addition to the above, there will be a charge of \$5.00 each for paper plot and \$15.00 each for mylar plot generated by the CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged at \$.10 a page for black & white and \$1.50 a page for color for letter, legal, and 11 X 17 size copies. Other size document copying will be charged at \$2.75 a page.

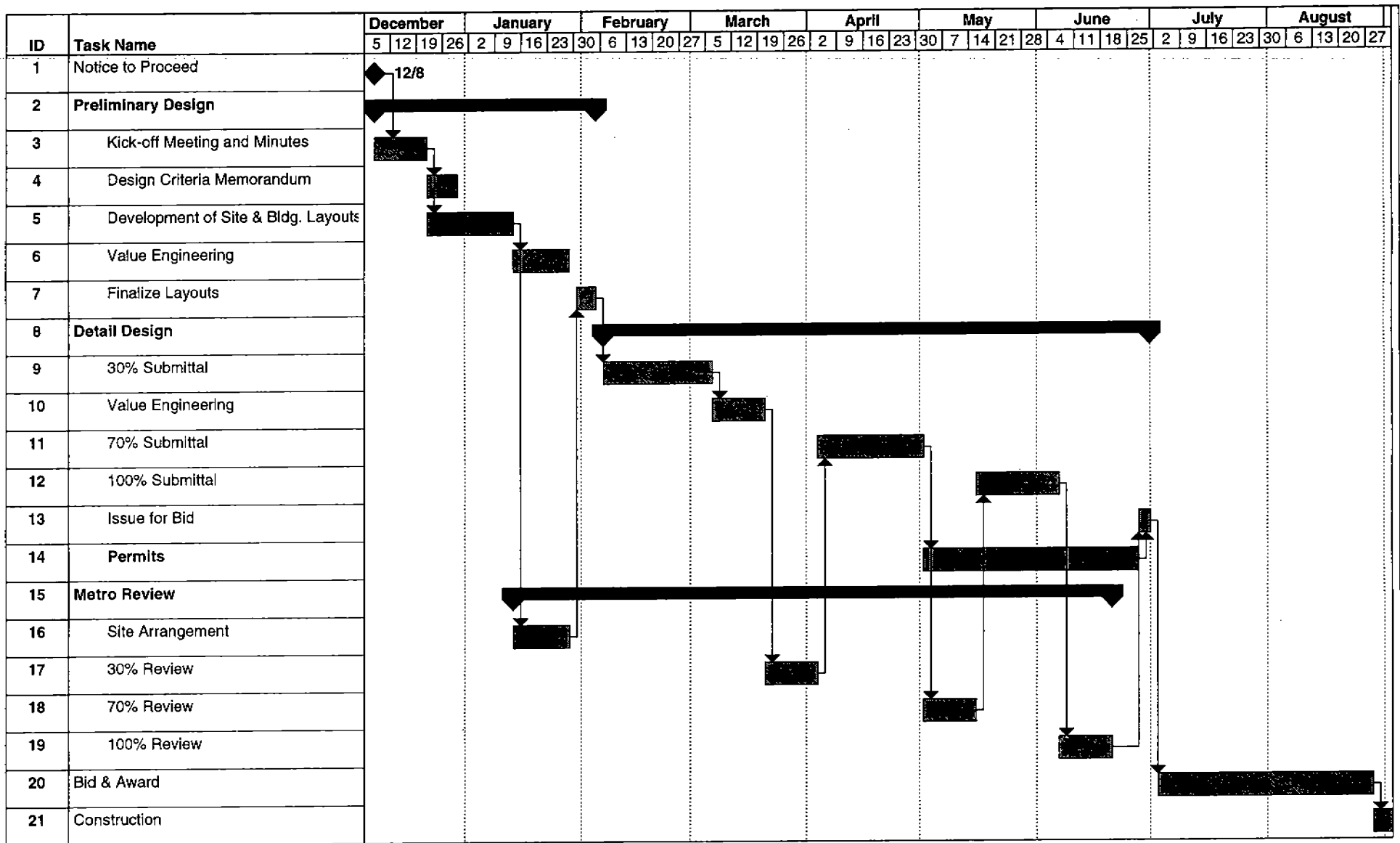
Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$60.00 per day. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service, which is now \$.31 per mile.

Specialized Equipment

The use of specialized equipment will be the fixed rental rate set forth in the Schedule of Specialized Equipment Charges.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.



Project:
Date: 11/8/99



**EXECUTIVE SUMMARY
RESOLUTION 99-2875**

PROPOSED ACTION

- Adoption of Resolution **99-2875** authorizes the Executive Officer to execute a contract with URS Corporation for the design of a public unloading area at Metro South Station.

WHY NECESSARY

- To reduce on-site traffic congestion.
- To reduce traffic impacts on Washington Street.
- To improve the safety of customers using the facilities.
- To increase space for materials recovery.
- To provide Metro with additional flexibility for handling different waste streams.
- To provide an alternate means of transferring waste during emergencies.

ISSUES/CONCERNS

- Metro must plan for future growth in the region and provide facilities to accommodate this growth.
- The safety of the public at Metro South Station could and should be improved.
- To meet agency recycling goals Metro South Station must be improved.
- Council action is required at this stage because the contract will extend into two fiscal years.
- Since the RFP has already been released a waiver of the Code requirement for Council review of the RFP is needed.
- This extension across fiscal years results from additional engineering services during construction and value engineering.

BUDGET/FINANCIAL IMPACTS

- The total for this design contract is \$233,886.
- The estimate for construction of a new facility is \$1,986,800 (shown in the 1999 CIP).
- The CIP indicates the public unloading area will require an additional \$52,530 per year for operating expenses related to additional spotters.
- These funds are available in the general account for fiscal year 99-2000 and 2000-2001.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 99-2875, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH URS CORPORATION FOR THE DESIGN OF A PUBLIC UNLOADING AREA AT METRO SOUTH STATION

Date: November 17, 1999

Presented by: Terry Petersen

PROPOSED ACTION

Adopt Resolution No. 99-2875, which authorizes the executive officer to execute a contract for the design of a public unloading area at the Metro South Station.

FACTUAL BACKGROUND AND ANALYSIS

Metro South Station processes waste and recyclable materials from Metro's southern region. During the past fiscal year 363,107 tons were delivered to the facility from 208,685 customers. Nearly seventy percent or 142,000 of these customers were public customers, homeowners and small business persons who hauled waste directly to the transfer station.

Metro South Station was designed for 200 public customers per day. Last fiscal year the facility averaged 390 public customers per day with up to 900 customers on peak weekend days. Growth in the use of Metro South by the public is almost five percent per year. While the total tonnage received last year was the lowest since 1993, the number of transactions set an all-time high.

The large number of customers in relationship to the facility's capacity results in long lines of vehicles that extend out of the facility's entrance onto Washington Street. The City of Oregon City requested that Metro make improvements to the facility that will mitigate this traffic problem. In 1997 Metro added a scale to be used as an exit scale and an on-site lane to stack traffic off of the public street. These improvements, together with automation, greatly reduced the time that it takes to handle commercial vehicles, but hasn't solved the public customer problem since the limitation on handling public customers is related to floor space rather than scalehouse capacity.

In 1997, Metro retained a consulting engineering firm, URS Greiner, to prepare a Master Facility Plan (MFP) for its solid waste facilities. The plan identified the lack of floor space for public customers as a significant problem at Metro South. They recommended construction of a new structure to resolve this shortage. The proposed building, to be designed under this contract, will be located in the area that was formerly used for a truck wash and to park transfer trailers. Metro was unable to proceed with this project until the

contract with its transportation contractor reduced the need for trailer storage at Metro South.

The new facility will:

1. Reduce traffic impacts on Washington Street,
2. Reduce on-site traffic congestion,
3. Improve safety for the users of the facility,
4. Increase space for materials recovery,
5. Provide Metro with additional flexibility for handling different waste streams, and
6. Provide an alternative means of transferring waste during emergencies.

This project will significantly reduce and possibly eliminate queuing of vehicles out the entrance of the facility onto Washington Street. The importance of this is increasing dramatically due to the planned construction of major retail facilities on the old Rossman's landfill located across the street from Metro South.

The new facility will increase the number of stalls available for unloading waste from small vehicles and improve the efficiency of use of these stalls by improving traffic patterns and increasing maneuvering space on site.

During the last two years, a number of accidents have occurred on the public side of the existing transfer building, including at least one that resulted in serious injury to a customer. Improved customer safety will be a design objective.

Materials recovery at Metro South is currently about half that at Metro Central. One of the primary factors causing this difference is the lack of space available to conduct recovery activities at Metro South. Construction of the new public area will allow conversion of the current public area within the existing building to provide more efficient recovery from commercial loads. It will also improve Metro's ability to recover materials from the public wastestream at the new public area.

Currently, the only way of loading transfer vehicles at Metro South is through the compactors. To meet the region's waste recovery goals it may be necessary to use Metro South to reload specialized wastestreams, such as organic waste, so it can be efficiently hauled to a processing facility. Use of the compactors to load trailers with this waste is not cost effective and results in some contamination of the material. The proposed public facility will provide the capability to top-load these wastestreams more effectively than with the compactors, as well as mixed waste in the event the facility loses power and the compactors become inoperable.

This project is identified in the Metro CIP and is to begin in fiscal year 1999-2000 and be completed by summer of 2001.

An RFP was prepared by staff and released on September 17, 1999. The RFP was advertised locally and invitations to propose were distributed to minority and women

owned businesses. The RFP described the scope of services desired and the criteria to be used in evaluating the proposals and awarding a contract. On October 14, 1999 seven firms submitted proposals for the design of a public unloading area at Metro South Station. Staff evaluated the proposals and selected three firms to interview. URS Corporation was selected as the most qualified firm based on the interview and written proposal. The draft contract for design is attached. In an attempt to minimize project cost, staff will contract with an independent or third party engineering firm that will review the design for constructability prior to final design. Staff will be evaluating this process to determine if it appears cost effective for future projects.

Originally the Contract was not designated by the Council as a contract with "Significant Impact". At that time the contract was expected to be completed within a single fiscal year. Due to the addition of engineering services during the construction period and a third-party value engineering process, that also increases the length of the project, it can no longer be completed within a year. The project also will start later than anticipated due to negotiations to remove the transport contractor from the area needed for construction. Staff failed to recognize that this increase in contract time made the Contract subject to Council review prior to release of the RFP. This Resolution approves the Contract and waives the Code requirement for Council review of the RFP.

BUDGET IMPACT

The proposed design cost for the project is \$233,886. The estimated design cost included in the CIP was \$192,400. The amount in the CIP did not include the additional engineering services during construction or the increased cost to the design firm to implement a third party value engineering review. An additional contract for the independent engineering firm will be conducted under a separate procurement process. The cost for the independent engineering firm is estimated to be \$10,000 and will be funded from the operating account.

These funds are available in the general account for fiscal year 99-2000 and 2000-2001.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 99-2875.

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