

**BEFORE THE METRO CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF APROVING	)	RESOLUTION NO. 00-3017A
CHANGE ORDER NO. 26 TO THE WASTE	)	
TRANSPORT SERVICES CONTRACT	)	
NO. 900848	)	Introduced by Mike Burton, Executive Officer

WHEREAS, Metro leases a parking area from Specialty Transportation Services, Inc., located near Metro's solid waste transfer station located at 6161 NW 61st Avenue, Portland, Oregon 97232; and

WHEREAS, Metro requires the parking area for the parking of Metro employee vehicles, and Metro vehicles and equipment; and

WHEREAS, The parking area is provided by Change Order No. 14 to the Waste Transport Services Contract between Metro and Specialty Transportation Services, which change order expires December 31, 2000; and

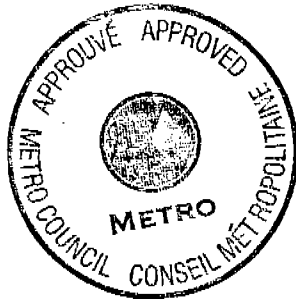
WHEREAS, Change Order No. 26 would provide continued use of the parking area required by Metro; and

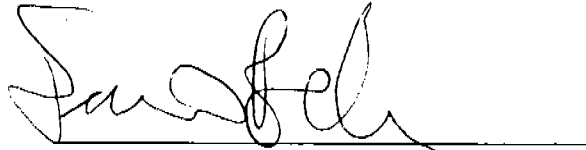
WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for their approval; now, therefore,

**BE IT RESOLVED:**


That the Metro Council authorizes the Executive Officer to execute Contract Change Order No. 26 to the Waste Transport Services Contract, in a form substantially similar to the attached Exhibit A.

ADOPTED by the Metro Council this 25<sup>th</sup> day of January 2001.



  
David Bragdon, Presiding Officer

Approved as to Form:

  
Daniel B. Cooper, General Counsel

RB:mca  
Share/Dept/Legislation/CO26res

**MODIFICATION TO THE CONTRACT BETWEEN  
METRO AND SPECIALITY TANSPORTATION SERVICES, INC.  
ENTITLED "WASTE TRANSPORT SERVICE"**

This Change Order No. 26, dated as of the last signature date below (the "Effective Date of Change Order No. 26"), hereby amends Metro Contract No. 900848, entitled "Waste Transport Services," dated March 27, 1989, including all prior amendments (which contract and amendments are collectively referred to as the "Waste Transport Service Agreement").

In exchange for the promises and other considerations set forth in the Waste Transport Services Agreement and in this Change Order No. 26, the parties agree as follows:

**A. Purpose**

The purpose of this Change Order No. 26 is for Contractor to provide Metro with a paved parking area near the Metro Central Transfer Station.

**B. Provisions of Change Order No. 26**

1. Commencing on January 1, 2001, through December 31, 2006, unless terminated in accordance with the provisions below, Contractor agrees to make available to Metro a parking area as described below.
2. Contractor shall provide a paved parking area 117' x 102' as shown on the attached drawing, located in the north corner of the 1.81 acre storage yard near Metro Central Station that Contractor is leasing from Burlington Northern Railroad (BNR). The attached drawing is labeled as Attachment "A" and is incorporated herein by this reference.
3. Metro, or parties designated by Metro, shall be permitted to use the paved area provided by the Contractor, if Metro makes its annual payment to the Contractor for this right-of-entry.
4. Metro agrees to pay Contractor an annual fee for use of the parking area. Metro shall not be required to pay any fees, taxes or charges other than the payment specified in this section. The annual payment shall be equal to 15.72% of the annual payment that the Contractor pays to BNR for the storage yard described in item #2. Contractor shall include documentation of its annual payment due BNR, with its request for payment to Metro. Metro shall pay its annual payment to the Contractor by January 31 of each year, if the Contractor's request is received by Metro on or before January 10. If the Contractor's request is made after January 10 of any calendar year, Metro shall have 21 calendar days to make payment.

In the event that this Amendment is terminated prior to the end of the calendar year in which the annual payment has been made by Metro to the Contractor, the Contractor shall refund to Metro that amount of the annual payment as prorated to reflect that portion of the calendar year for which the area is unavailable to Metro. The refund may take the form of an offset against other charges due the Contractor from Metro if mutually agreed upon by the parties.

5. This right-of-entry may be terminated by either party, giving the other party 30-days notice of its intent to terminate.
6. Except as modified herein, all other terms and conditions of the Waste Transport Services Agreement shall remain in full force and effect. Any conflict between the provision of the Original Agreement, and other previous amendments or change orders, on the one hand, and this change Order No. 26, on the other hand, shall be resolved by reference to and reliance upon this Change Order No. 26.

SPECIALTY TRANSPORTATION  
SERVICES, INC.

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gary I. Goldberg, President

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **SOLID WASTE AND RECYCLING COMMITTEE REPORT**

### **CONSIDERATION OF RESOLUTION NO. 00-3017A, FOR THE PURPOSE OF APPROVING CHANGE ORDER NO. 26 TO THE WASTE TRANSPORT SERVICES CONTRACT**

---

Date: January 24, 2001

Presented by: Councilor Monroe

**Committee Recommendation:** At its January 17 meeting, the Committee considered Resolution No. 00-3017 and unanimously to send the resolution, as amended, to the Council for adoption. Voting in favor: Councilors McLain, Monroe and Chair Atherton.

**Background:** The Waste Transport Services contract between Metro and STS has been designated by the Council as being of significant under the provisions of the Metro Code. As a result, the contract may not be amended without the express approval of the Council

**Committee Discussion:** Terry Peterson, REM Director, presented the staff report. He explained that STS has historically leased a parcel of land near Metro Central from the Burlington Northern Railroad to provide space for the parking of its trucks and trailers. In turn, Metro has leased a portion of the parcel from STS to provide a parking area for Metro employees at Metro Central. The terms of the current lease expired on January 1, 2001. The proposed resolution would approve a contractual change order with STS that would continue the lease through December 2006. The estimated annual cost of the lease is about \$7,500

Staff advised the committee that the change order should be numbered #26 instead of #25. The committee agreed to this technical change.

**EXECUTIVE SUMMARY**  
Resolution No. 00-3017A  
Change Order No. 26, Contract No. 900848

PROPOSED ACTION

Adoption of Resolution No. 00-3017A, approves Change Order No. 26 to the contract between Metro and Specialty Transportation Services, Inc. (STS) for waste transport services, and provides Metro a parking area near Metro Central Transfer Station.

WHY NECESSARY

Metro currently leases from STS a paved parking area located near Metro Central Transfer Station. The parking area is used by Metro for employee vehicles, and for hazardous waste collection event vehicles and equipment.

ISSUES/CONCERNS

- The existing parking area is authorized by Change Order No. 14 to the waste transport services contract. The Change order expires December 31, 2000.
- The parking area is needed by Metro for employee vehicles, and Metro vehicles and equipment.

BUDGET IMPACT

The annual cost of Change Order No. 26 is estimated to be \$7,500. It is provided for in the FY 2000-2001 budget.

## **STAFF REPORT**

Consideration of Resolution No. 00-3017A for the purpose of approving Change Order No. 26 to the Waste Transport Services Contract No. 900848.

January, 2001

Presented by: Terry Petersen

### **BRIEF DESCRIPTION OF RESOLUTION**

This resolution would approve Change Order No. 26 to the contract between Metro and Specialty Transportation Services, Inc. (STS) for waste transport services, and provides Metro a parking area near Metro Central Transfer Station.

### **EXISTING LAW**

Section 2.04.058 (b) of the Metro Code requires that no contract which was designated as a contract having a significant impact on Metro may be amended without the express approval of the council evidenced by a duly adopted resolution or ordinance.

### **BACKGROUND**

STS currently leases to Metro a paved parking area with 36 parking spaces, located in the north corner of the 1.81 acre storage yard near Metro Central Transfer Station. STS leases the property from Burlington Northern Railroad. Metro uses the parking area for facility employees, and household hazardous waste collection event vehicles and equipment.

This parking was authorized by Change Order No. 14 to the waste transport services contract between Metro and STS. Change Order No. 14 commenced January 1, 1994, and expires December 31, 2000. Change Order No. 26 would provide continued parking for Metro for the period of January 1, 2001, through December 31, 2006.

Metro's annual payment to STS for use of the parking area is equal to 15.72% of the annual payment that STS pays to the Burlington Northern Railroad for leasing the storage yard. Metro's most recent payment to STS was \$7,480.52.

### **BUDGET IMPACT**

The annual cost of Change Order No. 26 is estimated to be \$7,500. It is provided for in the FY. 2000-2001 Budget.

### **OUTSTANDING QUESTIONS**

None

### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 00-3017A.

**BEFORE THE METRO CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF APROVING ) RESOLUTION NO. 00-3017  
CHANGE ORDER NO. 25 TO THE WASTE )  
TRANSPORT SERVICES CONTRACT )  
) Introduced by Mike Burton,  
Executive Officer

WHEREAS, Metro leases a parking area from Specialty Transportation Services, Inc., located near Metro's solid waste transfer station located at 6161 NW 61st Avenue, Portland, Oregon 97232; and

WHEREAS, Metro requires the parking area for the parking of Metro employee vehicles, and Metro vehicles and equipment; and

WHEREAS, The parking area is provided by Change Order No. 14 to the Waste Transport Services Contract between Metro and Specialty Transportation Services, which change order expires December 31, 2000; and

WHEREAS, Change Order No. 25 would provide continued use of the parking area required by Metro; and

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

**BE IT RESOLVED:**

That the Metro Council authorizes the Executive Officer to execute Contract Change Order No. 25 to the Waste Transport Services Contract, in a form substantially similar to the attached Exhibit A.



ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

---

David Bragdon, Presiding Officer

Approved as to Form:

---

Daniel B. Cooper, General Counsel

RB:  
s:\share\bark\resoluti\sw00-\_\_\_.res

## EXECUTIVE SUMMARY

### PROPOSED ACTION

Adoption of Resolution No. 00-3017, approves Change Order No. 25 to the contract between Metro and Specialty Transportation Services, Inc. (STS) for waste transport services, and provides Metro a parking area near Metro Central Transfer Station.

### WHY NECESSARY

Metro currently leases from STS a paved parking area located near Metro Central Transfer Station. The parking area is used by Metro for employee vehicles, and for hazardous waste collection event vehicles and equipment.

### ISSUES/CONCERNS

- The existing parking area is authorized by Change Order No. 14 to the waste transport services contract. The Change order expires December 31, 2000.
- The parking area is needed by Metro for employee vehicles, and Metro vehicles and equipment.

### BUDGET IMPACT

The annual cost of Change Order No. 25 is estimated to be \$7,500. It is provided for in the FY 2000-2001 budget.

## **STAFF REPORT**

Consideration of Resolution No. 00-3017 for the purpose of approving Change Order No. 25 to the waste transport services contract.

November 10, 2000

Presented by: Terry Petersen

### **BRIEF DESCRIPTION OF RESOLUTION**

This resolution would approve Change Order No. 25 to the contract between Metro and Specialty Transportation Services, Inc. (STS) for waste transport services, and provides Metro a parking area near Metro Central Transfer Station.

### **EXISTING LAW**

Section 2.04.058 (b) of the Metro Code requires that no contract which was designated as a contract having a significant impact on Metro may be amended without the express approval of the council evidenced by a duly adopted resolution or ordinance.

### **BACKGROUND**

STS currently leases to Metro a paved parking area with 36 parking spaces, located in the north corner of the 1.81 acre storage yard near Metro Central Transfer Station. STS leases the property from Burlington Northern Railroad. Metro uses the parking area for facility employees, and household hazardous waste collection event vehicles and equipment.

This parking was authorized by Change Order No. 14 to the waste transport services contract between Metro and STS. Change Order No. 14 commenced January 1, 1994 and expires December 31, 2000. Change Order No. 25 would provide continued parking for Metro for the period of January 1, 2001 through December 31, 2006.

Metro's annual payment to STS for use of the parking area is equal to 15.72% of the annual payment that STS pays to the Burlington Northern Railroad for leasing the storage yard. Metro's most recent payment to STS was \$7,480.52.

### **BUDGET IMPACT**

The annual cost of Change Order No. 25 is estimated to be \$7,500. It is provided for in the FY 2000-2001 Budget.

### **OUTSTANDING QUESTIONS**

None

### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 00-3017.

**MODIFICATION TO THE CONTRACT BETWEEN  
METRO AND SPECIALITY TANSPORTATION SERVICES, INC.  
ENTITLED "WASTE TRANSPORT SERVICE"**

This Change Order No 25, dated as of the last signature date below (the "Effective Date of Change Order No. 25"), hereby amends Metro Contract No. 900848, entitled "Waste Transport Services," dated March 27, 1989, including all prior amendments (which contract and amendments are collectively referred to as the "Waste Transport Service Agreement").

In exchange for the promises and other considerations set forth in the Waste Transport Services Agreement and in this Change Order No. 25, the parties agree as follows:

**A. Purpose**

The purpose of this Change Order No. 25 is for Contractor to provide Metro with a paved parking area near the Metro Central Transfer Station.

**B. Provisions of Change Order No. 25**

1. Commencing on January 1, 2001, through December 31, 2006, unless terminated in accordance with the provisions below, Contractor agrees to make available to Metro a parking area as described below.
2. Contractor shall provide a paved parking area 117' x 102' as shown on the attached drawing, located in the north corner of the 1.81 acre storage yard near Metro Central Station that Contractor is leasing from Burlington Northern Railroad (BNR). The attached drawing is labeled as Attachment A and is incorporated herein by this reference.
3. Metro, or parties designated by Metro, shall be permitted to use the paved area provided by the Contractor, if Metro makes its annual payment to the Contractor for this right-of-entry.
4. Metro agrees to pay Contractor an annual fee for use of the parking area. Metro shall not be required to pay any fees, taxes or charges other than the payment specified in this section. The annual payment shall be equal to 15.72% of the annual payment that the Contractor pays to BNR for the storage yard described in item #2. Contractor shall include documentation of its annual payment due BNR, with its request for payment to Metro. Metro shall pay its annual payment to the Contractor by January 31<sup>st</sup> of each year, if the Contractor's request is received by Metro on or before January 10. If the Contractor's request is made after January 10<sup>th</sup> of any calendar year, Metro shall have 21 calendar days to make payment.

In the event that this Amendment is terminated prior to the end of the calendar year in which the annual payment has been made by Metro to the Contractor, the Contractor shall refund to Metro that amount of the annual payment as prorated to reflect that portion of the calendar year for which the area is unavailable to Metro. The refund may take the form of an offset against other charges due the Contractor from Metro if mutually agreed upon by the parties.

5. This right-of-entry may be terminated by either party, giving the other party 30 days notice of its intent to terminate.
6. Except as modified herein, all other terms and conditions of the Waste Transport Services Agreement shall remain in full force and effect. Any conflict between the provision of the Original Agreement, and other previous amendments or change orders, on the one hand, and this change Order No. 25, on the other hand, shall be resolved by reference to and reliance upon this Change Order No. 25.

SPECIALTY TRANSPORTATION  
SERVICES, INC.

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gary I. Goldberg, President

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date