

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING RELEASE OF) RESOLUTION NO. 02-3217
RFB #03-1028-REM FOR THE CONSTRUCTION OF A)
MAINTENANCE BUILDING AT THE ST. JOHNS)
LANDFILL, AND AUTHORIZING THE EXECUTIVE)
OFFICER TO EXECUTE A CONTRACT WITH THE) Introduced by Mike Burton,
LOWEST RESPONSIVE BIDDER) Executive Officer

WHEREAS, Metro must comply with the regulatory requirements associated with the closure and long term maintenance of the St. Johns Landfill as described in the accompanying staff report; and,

WHEREAS, For reasons of ensuring that any risks to humans and/or the surrounding environment of the St. Johns Landfill are detected, predicted and minimized, Metro requires an onsite presence at the landfill; and,

WHEREAS, Personnel and extensive equipment are required onsite to carry out these responsibilities as described in the accompanying staff report; and,

WHEREAS, These responsibilities are of a long term nature, it is appropriate to construct a maintenance building at the site; and,

WHEREAS, The project was identified in Metro's Adopted Capital Improvement Plan; 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 Contract Review Board authorizes issuance of RFB #03-1028-REM attached hereto as Exhibit "A".
2. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to execute a contract with the lowest responsive bidder.

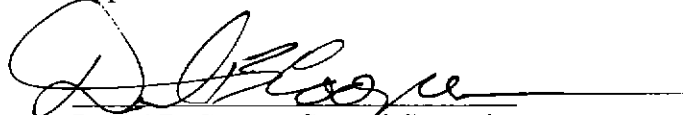
ADOPTED by the Metro Council this 8th day of August, 2002.



Carl Hosticka, Presiding Officer

*Dep
Presiding Officer*

Approved as to Form:


Daniel B. Cooper, General Counsel

REQUEST FOR BIDS

FOR

CONSTRUCTION OF A MAINTENANCE

FACILITY AT ST. JOHNS LANDFILL

RFB #03-1028-REM

AUGUST 2002

Metro
Regional Environmental Management Department
600 N.E. Grand Avenue
Portland, OR 97232-2736

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**SECTION 00030
INVITATION TO BID**

Metro is soliciting bids for construction of a maintenance facility for the St. Johns Landfill located in the vicinity of 9363 N. Columbia Blvd., Portland, OR 97203. Sealed Bids must be delivered to Metro, Regional Environmental Management Department (REM), 600 N.E. Grand Avenue, Portland, OR 97232 to the attention of Pete Hillmann, Project Manager, no later than 11:00 am PST, on August 1, 2002. All contractors must submit a form in its bid submission or within four (4) working hours after bid closing listing all first tier subcontractors supplying labor, or labor and materials with a contract amount greater than or equal to; 1) 5% of the project base bid, but at least \$15,000, or 2) \$350,000 regardless of the percentage. At that time, the Bids will be opened and publicly read aloud in Conference Room _____ located in the Metro Regional Center.

Drawings and Specifications may be examined at the REM Department in the Metro Regional Center. Copies of the Bidding Documents may be obtained at REM Department or by calling 797-1650.

Background/History of Project

Metro requires work to construct a maintenance facility for the St. Johns Landfill

The St. Johns Landfill is located at 9363 N. Columbia Blvd. It is bounded on three sides by the Columbia Slough and is adjacent to the Smith & Bybee Lakes Wildlife Management Area. It was operated as a landfill from the late 1930's to 1991, when it was closed. Metro constructed an engineered landfill cap, mainly consisting of a 12" layer of clay, a 40 mil low-density polyethylene (LDPE) layer, an 19" sand drainage layer and 12" of topsoil, planted with grass. The surface of the landfill is sloped to drain by sheet flow to drainage ditches which transport runoff to settlement basins prior to discharge to the Columbia Slough. The landfill cap was constructed between 1991 and 1996. Landfill gas produced by the anaerobic decomposition of the refuse is extracted, compressed and transported by pipeline to the Ashgrove Cement facility.

Metro has recently arranged a lease with the City of Portland for 250' x 300' tract on which to construct a maintenance facility for personnel assigned to maintain the closed landfill. The site is located northeast of Columbia Blvd along the landfill access road between the landfill bridge over Columbia Slough and the United Pacific Railroad (UPRR) tracks.

Statement of Work

- a) Contractor will construct a maintenance facility for the St. Johns Landfill in accordance with the plans and specifications included in these Contract Documents
- b) The work will include but is not limited to the following construction:
 - 1. A pre-engineered metal building of approximately 3,247 sf which includes approximately 1,620 sf of office space and 1627 sf of garage area.
 - 2. A new water supply for fire and potable water (approximately 1,000 lf) which will also include a crossing under Union Pacific Railroad tracks.
 - 3. A sewage handling system with connection to an existing 6" pressure main.
 - 4. New electrical service
 - 5. Limited site and parking lot improvements

- c. The expected result of the work will be an attractive, serviceable facility with a structural life span of at least 20 years.

Each Bid must be submitted on the prescribed form and accompanied by a certified check or cashier's check or Bid Bond executed on the prescribed form, payable to Metro in the amount of ten percent (10%) of the total bid amount. The Bid and bid security should be delivered in a sealed envelope marked "Maintenance Facility at St. Johns", Attention: Pete Hillmann. The successful Bidder will be required to furnish the necessary additional Bonds for the faithful performance of the Contract and for the payment of all persons supplying labor and materials as prescribed in the Contract Documents.

Before a contract is awarded, Metro may conduct such additional investigations as are necessary to determine whether a Bidder is qualified. Upon request, the Bidder shall promptly submit such additional information as deemed necessary by Metro to evaluate the Bidder's qualifications.

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

This is a public works project. The contractor and all subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Labor of Industries. In order to insure compliance of prevailing wage requirements, under Chapter 279, Metro will require that all payrolls be submitted on a schedule to be determined by Metro.

The contractor is required to pay a fee equal to one-tenth of one percent ((0.1 percent) of the price of the contract, but not less than \$100 nor more than \$5,000, under ORS 279.352 (2) and section 5 (1), Ch 594, 1995 Oregon Laws. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232

Each Bid must contain a statement as to whether the Bidder is a resident bidder, as defined in ORS 279.029.

Bidders and Subcontractors must be registered with the Oregon Construction Contractor's Board pursuant to ORS 701.035-90.

Bidders must comply with Metro's Minority, Women-Owned and Emerging Small Business Enterprise Program. The purpose of the program is to establish and implement a program to encourage the utilization by Metro of minority, women-owned and emerging small businesses, to the greatest extent permitted by law, by creating for such businesses the maximum possible opportunity to compete for and participate in locally funded Metro contracting activities. All Bidders must certify and document compliance with the Minority, Women-Owned and Emerging Small Business Enterprise Program. Failure to complete and submit the Program Compliance Forms, Utilization Forms, and adequately document good faith efforts will constitute a non-responsive Bid. See "Instructions to Bidders" for references to applicable procedures and further details concerning this program. Any questions regarding MBE/WBE/ESB requirements should be addressed to the Metro MBE/WBE/ESB Program Advocate, Cinna'Mon Brannon-Williams at (503) 797-1816.

The Economic Feasible Units (EFU's) identified for the MBE/WBE/ESB program by Metro for this project are grading, site work, plumbing, electrical, concrete and structural steel fabrication and erection.

A Pre-Bid Conference for prospective Bidders will be conducted in Room ___ located at Metro Regional Center, Portland, OR, on August __, 2002 at 10:00 am. Attendance at this meeting is mandatory for all potential prime bidders to comply with Metro's Minority, Women-Owned and Emerging Small Business Enterprise Program. A site visit is planned following the meeting.

Metro reserves the right to reject all Bids or any Bids not conforming to the intent and purpose of the Contract Documents, to reject for good cause any and all Bids upon a finding of Metro that it is in the public interest to do so or to waive any informality or irregularity in any Bid or Bids. Metro further reserves the right to award the Contract at any time within sixty (60) days following the Bid opening date.

For information concerning the proposed work, or to make an appointment to visit the site of the proposed work, contact Pete Hillmann, Project Manager, at (503) 797-1696.

SECTION 00110 INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK

The work to construct the maintenance facility will include removal of existing asphalt, grading, foundation excavation and backfill removal and disposal of unsuitable materials, design and construction of a pre-engineered metal building; installation of a new water supply for fire and potable water (which includes a crossing under Union Pacific Railroad Tracks); a sewage handling system with connection to an existing 6" pressure main, electrical work including installation of a new electrical service; and limited site and parking lot improvements.

2. DEFINITIONS

Except as otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in these Instructions to Bidders. Bidders should refer to those definitions as they read these Instructions.

3. DOCUMENT INTERPRETATION

The Contract Documents are intended to be complementary and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a Bid shall have thoroughly examined all of the various parts of these Contract Documents. If the Bidder has any doubt as to the meaning or the intent of the Contract Documents or finds any inconsistency or discrepancy within the Contract Documents, the Bidder must provide and Metro must receive a written request for interpretation, at **least seven (7) working days prior to Bid opening**. Likewise, the Bidder may request substitutions for materials, processes or equipment as described in the Contract Documents. Such requests for interpretation or substitution shall be mailed or delivered to Metro REM Department, 600 N.E. Grand Avenue, Portland, OR 97232, to the attention Pete Hillmann, Project Manager.

Any interpretations or changes in the Contract Documents will be made only in writing, in the form of Addenda to the Contract Documents which will be furnished to all Bidders receiving a set of the Bidding Documents and which shall be binding upon all Bidders as if set forth in the original Contract Documents. Bidders shall indicate receipt of all Addenda on their Bids. Metro will not be responsible for any other explanation or interpretation of the Bidding Documents. Bidders shall have no right to rely on any oral interpretation or instructions made by Metro or the Architect/Engineer, unless it is also committed to writing and issued as an Addendum.

In the absence of any pre-bid request for clarification, or any interpretation of the Contract Documents, as outlined above, any subsequent interpretation shall be made by Metro, and shall be final and binding on the successful Bidder, and Metro shall pay no extra costs or expenses to such Bidder resulting from such interpretation.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE AND COMPLIANCE WITH LAWS

Before submitting a Bid, Bidders shall fully examine and read the Contract Documents; visit the site of the proposed Work, and examine the Site and the surrounding areas; and fully inform themselves of all conditions on, in, at and around the Site, the surrounding areas, and any work that may have been done thereon. The Bidder acknowledges by the submission of its Bid that it understands the nature and

location of the Work, the general and local conditions, conditions of the Site, availability of labor, electric power, water, and the kind of surface materials on the Site, the kind of equipment needed, and all other matters which may in any way affect the Work or the cost, including utilities not identified in the Contract Documents.

Information derived from inspection of the Contract Documents and any specific sections thereof showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the Site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract Documents.

Any failure of a Bidder to acquaint itself with all of the available information concerning conditions or having such additional investigations of Site and soil conditions conducted, as may be necessary, will not relieve it from responsibility for estimating properly the difficulties or cost of the Work and the Bidder shall, regardless of such failure, be bound to its Bid.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, codes, statutes, ordinances, and regulations, as amended, relative to the execution of the Work. Each Bidder shall prepare its Bid in accordance with, and all Bid prices shall assume compliance with, such laws, codes, statutes, ordinances and regulations. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, prevailing wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non burning requirements, permits, fees, and similar subjects.

If any portion of the Contract Documents does not conform to such laws, codes, statutes, ordinances or regulations as amended, the Bidder shall so advise Metro in writing at least seven (7) days before Bids are due. If it is shown that the Contractor, as Bidder, knew or should have known that any portion of the Contract Documents does not conform to such laws, codes, statutes, ordinances or regulations and had failed to so advise Metro, it shall be liable for costs of making any deviation(s) required for compliance with such laws, codes, statutes, ordinances or regulations.

Each Bidder, in submitting its Bid, certifies that the Bidder is eligible to bid on and to receive a contract for a public work, as set forth in ORS 279.361 and agrees, if awarded the Contract, that each of its Subcontractors will be required to certify such compliance, and certification will be filed with Metro prior to such Subcontractor commencing any work.

5. MINORITY, WOMEN-OWNED AND EMERGING SMALL BUSINESS PROGRAM COMPLIANCE

Minority, Women and Emerging Small Business Enterprise Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's/Proposer's attention is directed to Metro Code Section 2.04.100.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposer's are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Contracts Services Division of the Department of General Services, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232-2736 or call (503) 797-1816.

Metro Extends Equal Opportunity to all persons and specifically encourages MBE/WBE/ESBs to access and participate in this and all Metro projects, programs and services.

Metro Prohibits Discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

Metro Specifically Requires all Bidders/Proposer's to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by MBE/WBE/ESBs.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached forms shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Compliance Forms are the basis for recording and documenting the completion of the above-listed actions. Completion of the Compliance Form and Documentation of all six (6) actions outlined therein is mandatory. Failure to complete and submit the forms and all required support documentation at the time of Bid opening/Proposal submission and all required documentation subsequently requested, will result in rejection of the Bid/Proposal as nonresponsive to Metro's procurement requirements.

By signing the forms, the Bidder/Proposer thereby certifies that it has not discriminated against MBE/WBE/ESBs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.

Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, Metro reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

6. PREPARATION OF BIDS

All blank spaces in the Bid Forms must be completed either by typing or in ink. Amounts shall be shown in both words and figures. Any Bids that do not include prices on all Bid Items will be considered non-responsive and will be rejected. No changes shall be made in the phraseology of the forms.

Metro reserves the right to declare any bid non-responsive and reject it without further consideration if it is deemed to contain errors, omissions, erasures, alterations, additions, deletions, unbalanced pricing, is conditioned by the Bidder, or in any manner, extent or way fails to conform to each and every specific requirement(s) of these Contract Documents.

Each Bid shall give the full business address of the Bidder and be signed by it with its legal signature.

- a. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.
- b. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- c. If a Bid is submitted by a joint venture, a certified copy of the legal agreement constituting the joint venture shall be attached to the Bid.

The name of each person signing shall also be typed or printed below the signature. Signatures of all individuals must be in longhand.

Failure to fulfill any of the above requirements may render the Bid non-responsive.

7. SUBMISSION OF BIDS

All bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the INVITATION TO BID. Bids must be made on the forms provided under separate cover as the BID BOOK; these forms are also contained herein as the Bid Forms. Each Bid and all other documentation required to be submitted with the Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the INVITATION TO BID and the ADVERTISEMENT FOR BIDS.

8. MODIFICATION OR WITHDRAWAL OF BIDS

Any Bid may be modified after delivery to the location specified in the Invitation to Bid by delivering to the same location before the time fixed for the Bid opening, a written sealed supplement to the original Bid, marked "Supplement to Bid of (Name of Bidder) for the "Construction of a Maintenance Facility at St. Johns Landfill", Attention Pete Hillmann, Project Manager. A supplement shall clearly identify the Bid item(s) that are changed by setting forth the original Bid item(s), and the modified item(s). Metro may reject any Bid supplement that, in its opinion, does not set forth the proposed modifications clearly enough to determine the definiteness and certainty of the item(s) offered by the Bidder. No Bidder shall be allowed to submit more than one (1) Bid for this Contract.

Bids may be withdrawn by the Bidder prior to the time fixed for the receipt of Bids by having an authorized representative of the Bidder with sufficient identification personally pick up the Bid. Bids may not be withdrawn for a period of sixty (60) days from and after the opening of Bids or on or prior to the last date of any extension of such time as may be agreed upon between Metro and the Bidder.

9. BID SECURITY

Bids must be accompanied by a certified check or cashier's check drawn on a bank in good standing, or a Bid Bond on the form provided herein by Metro, issued by a surety authorized to issue such bonds in Oregon, named on the current list of approved surety companies acceptable on federal bonds, and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the US. Treasury Department, in the amount of not less than Ten Percent (10%) of the bid amount. This bid security shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of sixty (60) days after Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Agreement and furnish a properly executed Performance Bond and a properly executed Labor and Materials Payment Bond, each in the full amount of the Bid, within the time specified. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the surety on the date of execution of the bond.

10. EXPERIENCE AND ABILITY TO PERFORM THE WORK

Bidders must present information indicating that the Bidder has the necessary experience and qualifications in the class of Work to be performed, and the ability, equipment, key personnel and financial resources to perform the Work satisfactorily within the time specified. In determining the award of this

Contract, such information will be considered, and the Bidder is cautioned to make complete and comprehensive presentation of its abilities and resources.

Bidder must complete the Contractor Qualification Statement Form included in Section 00300 - Bid Forms. Failure to complete and submit the form and all required support documentation at the time of Bid opening/Proposal submission and all required documentation subsequently requested, will result in rejection of the Bid/Proposal as non-responsive to Metro's procurement requirements.

No Bidder will be considered for contract award unless such Bidder is authorized by law to execute the Contract or perform the Work for which such Bid is received. Should it appear, at any time, that any Bidder is not or might not be authorized by law to execute the Contract or perform such Work, then such Bidder may at any time be rejected and Metro may refuse to execute any contract with such Bidder regardless of whether or not the contract had been previously awarded by the Metro Council and without any liability whatever on the part of Metro, its Council, or any member of its Council, or Metro's officer, employees, or its agents, either as individuals or in official capacities.

11. REJECTION OF BIDS

Metro reserves the right to reject all Bids or any Bid not conforming to the intent and purpose of the Contract Documents, to waive any informality or irregularity in any Bid or Bids, to reject any Bid not in compliance with all prescribed public bidding procedures and requirements and, for good cause, to reject any or all Bids upon a finding by Metro that it is in the public interest to do so.

12. BASIS OF AWARD

Metro reserves the right to make award of this Contract to the lowest responsible Bidder submitting the lowest responsive bid, which shall include the base bid plus any owner selected alternates.

Under Oregon Law ORS 279.570, public agencies, including Metro, must give preference to the purchase of materials and supplies manufactured from recycled materials. All Bidders are required to specify the minimum, if not exact, percentage of recycled product in each product offered, and both the post-consumer and secondary waste content of each product offered. A Bidder may also specify that none of the products offered contain any recycled product. The definitions of "recycled product," "post-consumer waste," and "secondary waste material," as well as other explanatory materials, are included in the Appendix.

A form is included for submittal of recycled product information. The form allows a bidder to specify that different portions of a single bid item contain different amounts of recycled product. If the recycling information form is not submitted with the bid, Metro will assume that none of the products offered contain any recycled product. In addition, Metro will assume that a bid item contains no recycled product if information submitted for the item is in Metro's opinion incomplete, incorrect, or unintelligible.

Metro will calculate the recycled product preference as follows: If any Bidder submits a bid price for an item that (1) meets the definition of "Recycled Product" (see Oregon Laws 1991, Chapter 385, Section 59, in Appendix), (2) meets applicable standards, and (3) can be substituted for a comparable non-recycled product, Metro will subtract 5 percent of that item's materials cost from the Total Bid Price for the purpose of comparing bids. It is Metro's responsibility to calculate any preferences required under Oregon law and to establish the materials cost of any proposed bid item. A Bidder who claims a recycled product preference shall utilize in this Work, all of the recycled product claimed.

In determining the lowest responsive bid and responsible Bidder, Metro shall, for the purpose of awarding the Contract, add a percent increase on the Bid of a non-resident Bidder, as that term is defined in ORS 279.029(6)(c), equal to the percent, if any, of the preference given to that non-resident Bidder in the state in which that Bidder resides. For purposes of determining the percent increases to be applied pursuant to

this section, Metro shall rely on the list published by the Oregon Department of General Services pursuant to ORS 279.029(3), and Metro shall not incur any liability to any Bidder by relying on such list.

13. ALTERNATES

Metro will select, at its discretion, any of the proposed alternates described in the SCHEDULE OF BID PRICES, which will be part of the Basis of Award (see Article 12 in this Section - Basis of Award.)

14. FIRST-TIER SUBCONTRACTOR DISCLOSURE

Bidders are required by law (ORS 279.027) to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$75,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials is greater than or equal to: 1) 5% of the project bid, but at least \$15,000, or 2) \$350,000 regardless of the percentage, Contractor must disclose the following information about that subcontract in its bid submission or within four (4) working hours after bid closing:

The subcontractor's name and,
The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form supplied in Section 00300.

Metro must reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline. Compliance with the disclosure and submittal requirements of ORS 279.027(2) and these instructions is a matter of responsiveness. Bids that are submitted by Bid Closing, but for which the separate disclosure submittal of first-tier subcontractors has not been made by the specified deadline, shall be considered non-responsive and shall not be considered for Contract award. Metro shall obtain, and make available for public inspection, the disclosure forms required by ORS 279.027 and shall also provide copies of the forms to the Bureau of Labor and Industries as required by ORS 279.363. Metro is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279.322.

15. LIST OF PROPOSED SUBCONTRACTORS

Within five (5) days after Notice of Award and as a condition precedent to the award of the Contract, the apparent low responsible Bidder shall submit to Metro in writing the names of all Subcontractors and Suppliers which Bidder proposes to use in completing the Work along with a brief description of the subcontract or supply work involved and the subcontract or supply work dollar amount. Metro will notify the Bidder in writing within ten (10) days following receipt from Bidder of the above-described information if Metro has any reasonable objection to any such proposed Subcontractor or Supplier. The Bidder shall not subcontract with any proposed Subcontractor or Supplier to whom Metro has made a reasonable objection. In the event of such objection, Bidder shall propose another entity to whom Metro has no reasonable objection. No amounts or prices bid by the Bidder shall be increased by any difference occasioned by such substitution. Failure of Metro to reply within the above-described time period shall be

construed to mean that Metro has no objection at that time. Failure of the Bidder to comply with this section shall be cause for rejection of Bidder's Bid and, in such event, the bid security submitted by Bidder shall be taken by Metro and considered as liquidated damages. Prospective Bidders are encouraged to verify the qualifications of proposed subcontractors/suppliers and be prepared to furnish Metro with a list of similar projects performed by the proposed subcontractors/suppliers.

16. AWARD AND EXECUTION OF CONTRACT

Within sixty (60) days after the opening of bids, Metro will accept one of the Bids or reject all of the bids. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

The successful Bidder shall, within seven (7) days after award of the Contract by the Metro Council, sign and deliver to Metro the Agreement attached hereto together with an acceptable Performance Bond and a Labor and Materials Payment Bond, certificates of insurance and certified copies of insurance policies as required in these Contract Documents.

Upon receipt of the signed Agreement and all other documents required to be submitted by the successful Bidder, as prescribed herein, Metro shall sign the Agreement and issue a written Notice to Proceed to Contractor. Contractor shall commence work within five (5) days of issuance of the Notice to Proceed.

In the event of failure of the lowest responsible Bidder to sign and return the construction Agreement and all other documents required to be submitted, as prescribed herein, Metro may award the Contract to the next lowest responsible Bidder.

17. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The successful Bidder shall file with Metro a Performance Bond on the form bound herewith and in the amount described below, as security for the faithful performance of this Contract and to cover all guarantees against defective workmanship or materials, or both. The successful Bidder shall additionally file a Labor and Materials Payment Bond on the form bound herewith and in the amount described below, as security for the payment of all persons supplying labor and materials for the performance of the Work. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to Metro, shall be authorized to do business in the state of Oregon, and shall be named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and US. Treasury Department. If more than one surety is on a bond, then each surety must agree that it is jointly and severally liable on the bond for all obligations on the bond. A Letter of Credit, in a form suitable to Metro and otherwise in conformance with the Contract, may be substituted for a bond.

The amount of each bond described above shall be a sum not less than 100 percent of the Contract Amount. The Attorney-in-Fact (Resident Agent) who executes the Performance Bond and the Labor and Materials Payment Bond on behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the surety on the date of execution of the bond.

18. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder to whom a Contract is awarded who fails to promptly and properly execute this Contract and furnish the required bonds, certificates of insurance and certified copies of insurance policies shall forfeit the bid security that accompanied its Bid and the bid security shall be retained as liquidated damages by Metro. It is agreed that this sum is a fair estimate of the amount of damages Metro will sustain if the Bidder fails to enter into a Contract and furnish the bonds, certificates of insurance and certified copies of insurance policies required.

19. BID BACK-UP (Bid Preparation Documents)

Within five (5) days after Notice of Award and as a condition precedent to the award of the Contract, the apparent low responsible Bidder shall submit to Metro in a sealed envelope their complete bid summary, along with corresponding back-up including, but not limited to: quantity take-off sheets, pricing sheets and information/data substantiating the Total Bid amount. The back-up data provided shall include that of all Subcontractors listed in the Bid, as well as all lower-tier Subcontractors. This bid summary and back-up data will be held in strict confidence by Metro in its original sealed envelope and will not be opened except in the event of dispute between Metro and Contractor. Bid back-up shall be delivered to Metro REM Department, 600 N.E. Grand Avenue, Portland, OR 97232, Attention Pete Hillmann, Project Manager, enclosed in a double envelope to prevent accidental opening. The envelope shall be marked "Bid backup Documents of (Name of Bidder) for "Construction of a Maintenance Facility at St. Johns Landfill."

20. DRUG TESTING PROGRAM

Bidders are required by law (ORS 279.312) to demonstrate that it has an employee drug testing program. Bidders must certify to Metro that they have an employee drug testing program by completing the form provided in Section 00300 and including it in the Bid Book.

21. PROMPT PAYMENT TO SUBCONTRACTORS

Contractor and all first-tier subcontractors must pay, within thirty (30) days of receipt of payment from Metro or contractor, any person furnishing labor or materials in connection with this Contract. If Contractor or first-tier subcontractor fails, neglects or refuses to make such payment within the thirty day

period, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279.445 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payments was received from Metro or from the contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.445.

*** END OF SECTION ***

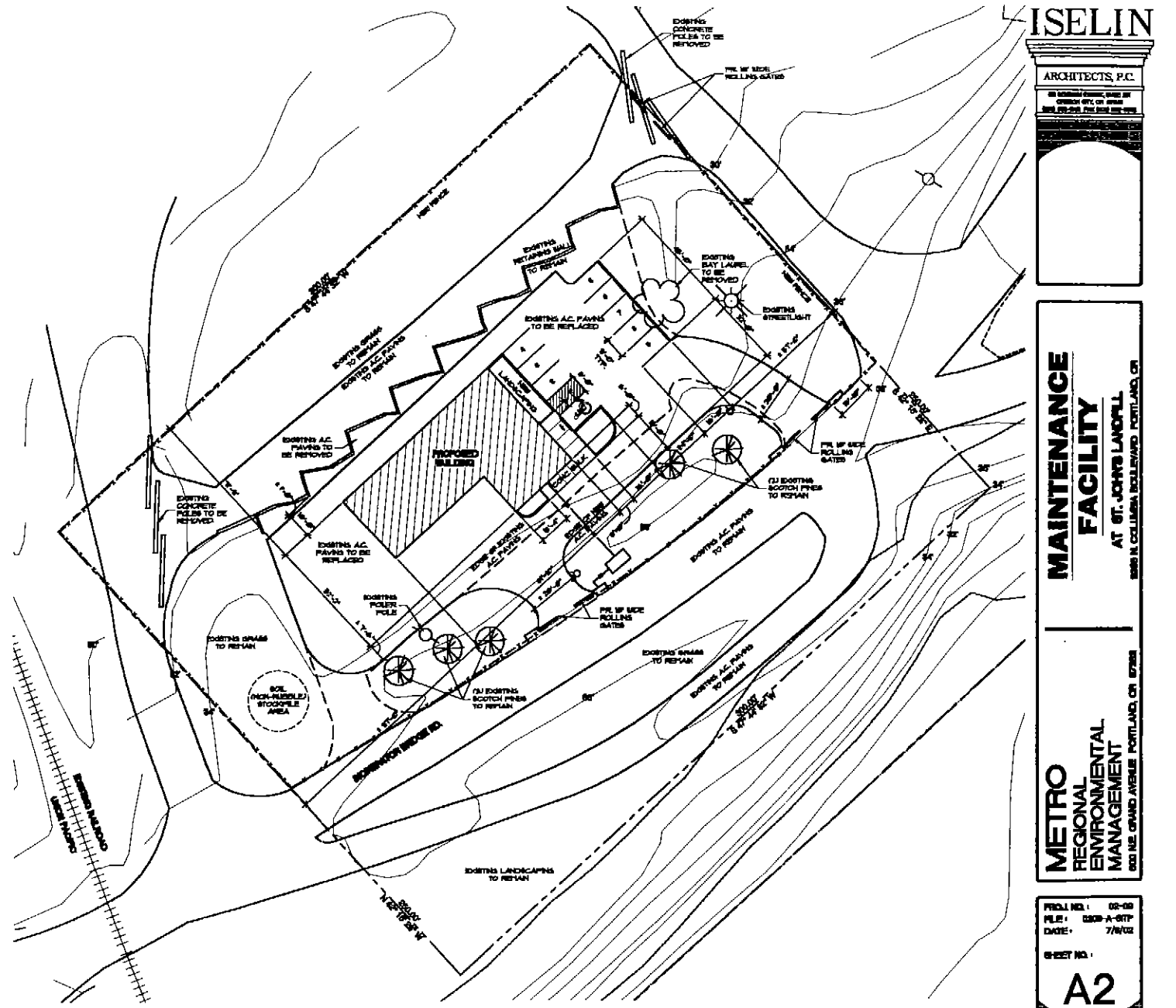
**SECTION 00200
INFORMATION AVAILABLE TO BIDDERS**

A copy of the following permits and reports are available for review at the Metro Regional Center, REM Department Office, 600 N.E. Grand Avenue, Portland, OR 97232.

PLANS & Specifications

Geotechnical Investigation Parcel A St. Johns Landfill, H.G. Schlicker & Associates, June 17, 2002.

***** END OF SECTION *****



PARTIAL SITE PLAN

1-27-98

ISELIN
ARCHITECTS, P.C.

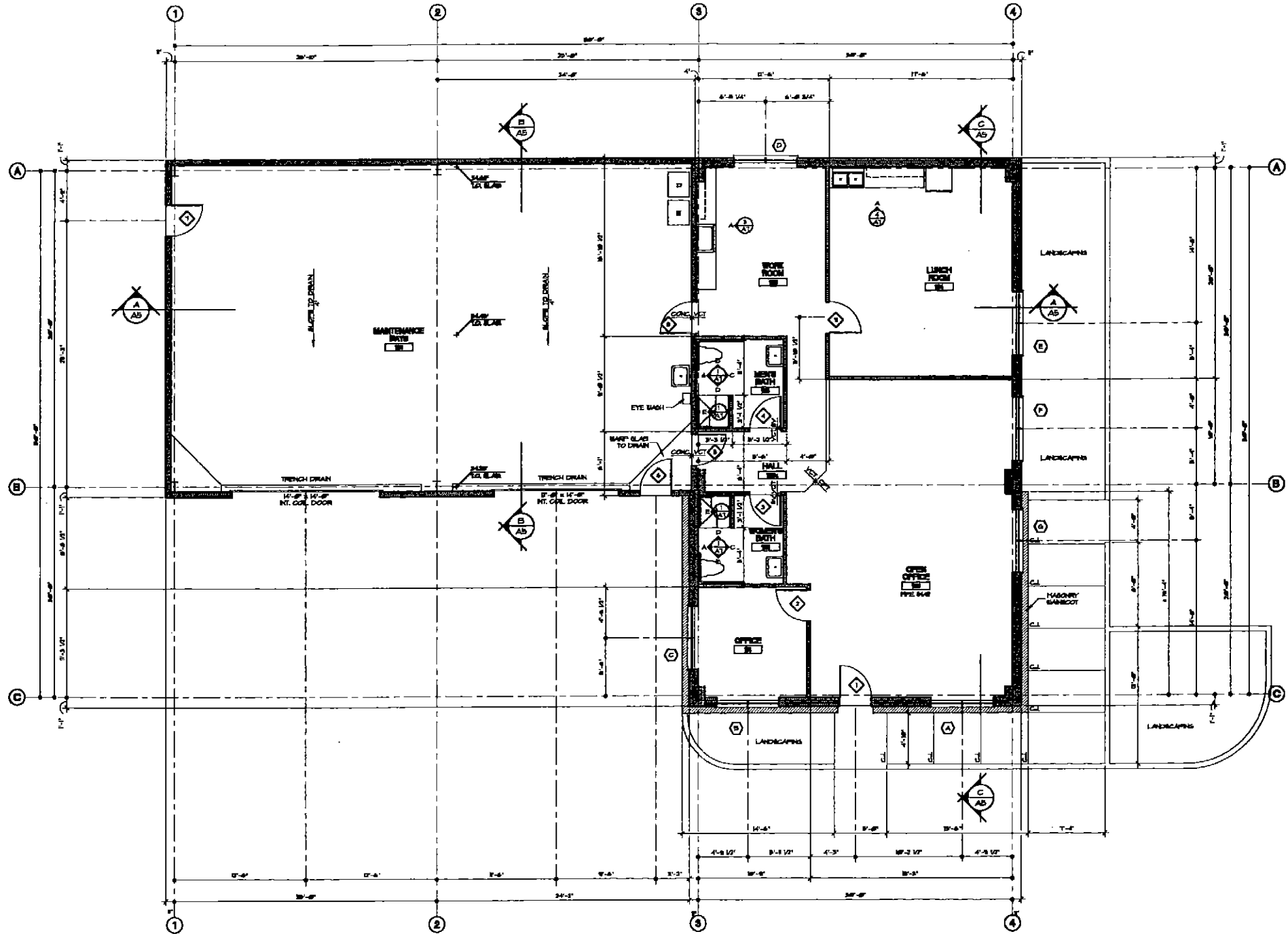
METRO
REGIONAL
ENVIRONMENTAL
MANAGEMENT
800 N. GRAND AVENUE, PORTLAND, OR 97208

PER. P. 8
DATE: 5/1/98
SCALE: AS SHOWN

PROJECT NO.
A2

PARTIAL SITE PLAN

MAINTENANCE FACILITY
AT ST. JOHNS LANDFILL
888 N. COLUMBIA BOULEVARD, PORTLAND, OR



MAN LEVEL FLOOR PLAN
 NOTE: DIMENSIONS ARE BASED ON THE ASSUMPTION THAT PRECAST FRAMES ARE 6" x 12" AND 12" GIRTS ARE 8". INCOMPATIBLE ARCHITECT'S PRECASTED STEEL BUILDING SYSTEM DICTATES OTHER SIZES.

W-1-7

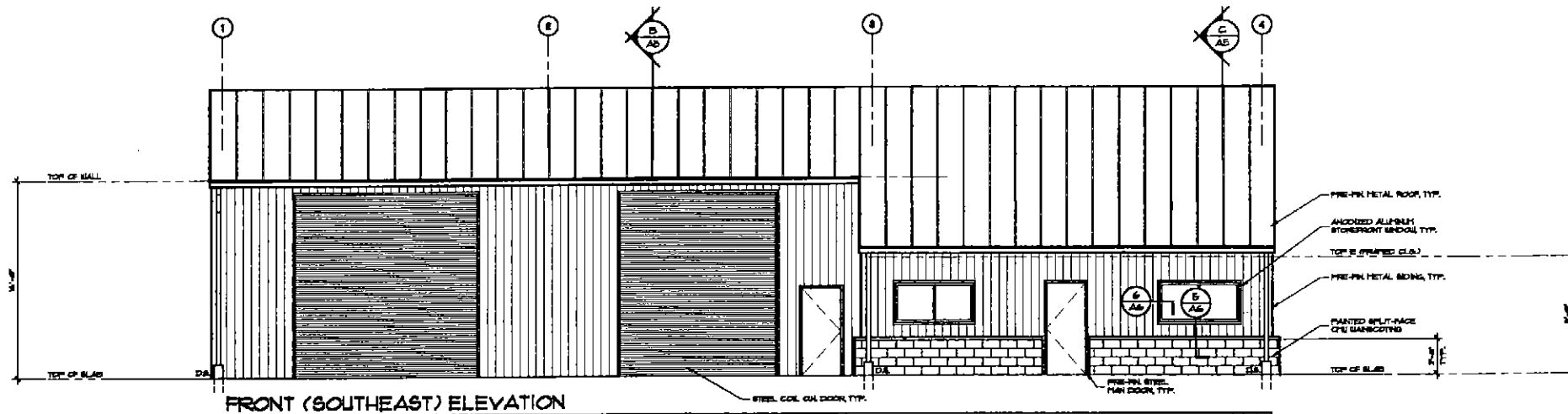
ISELIN
 ARCHITECTS, P.C.
 AN EQUAL OPPORTUNITY FIRM
 1000 N. COLUMBIA BOULEVARD, PORTLAND, OR 97228
 503-253-1111 FAX 503-253-1112

MAINTENANCE FACILITY
 AT ST. JOHN'S LAFFOL
 1800 N. COLUMBIA BOULEVARD, PORTLAND, OR

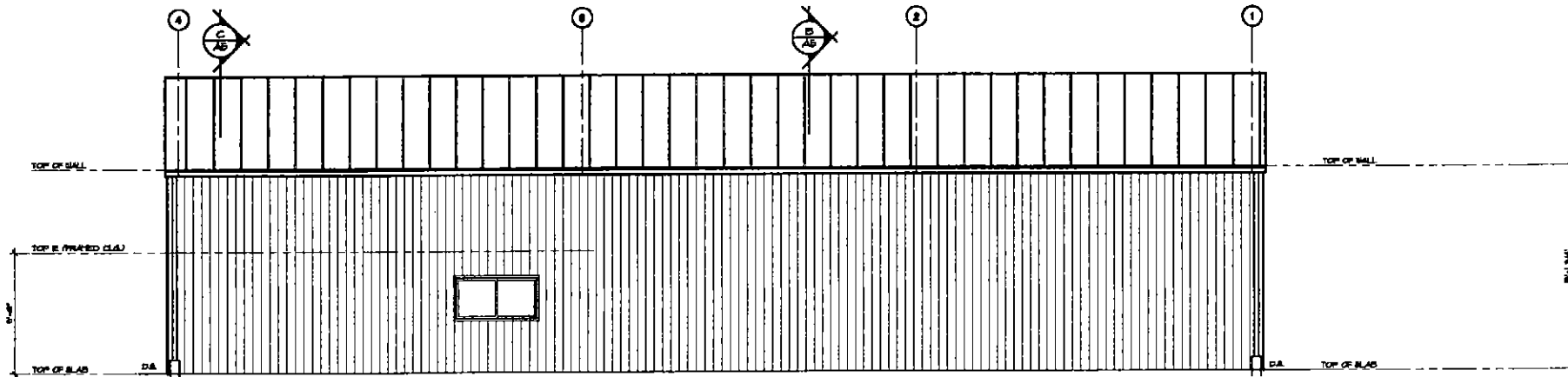
METRO REGIONAL ENVIRONMENTAL MANAGEMENT
 800 N. GRAND AVENUE, PORTLAND, OR 97208

PROJ. NO.: 02-08
 P.L.N.: 89-3-1-1
 DATE: 7/8/02
 SHEET NO.: **A3**

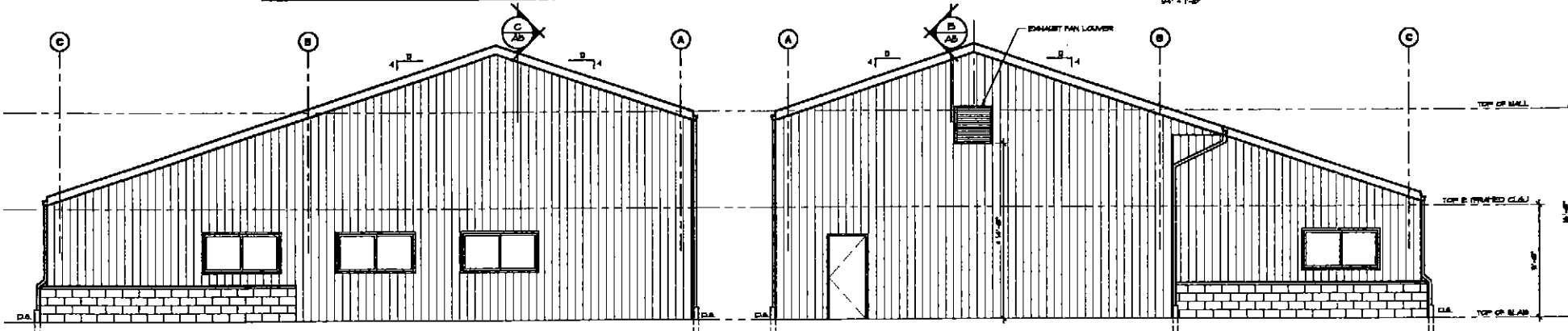
MAIN LEVEL FLOOR PLAN



FRONT (SOUTHEAST) ELEVATION



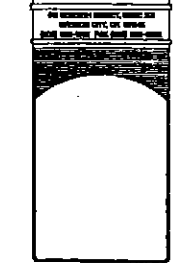
REAR (NORTHWEST) ELEVATION



SIDE (NORTHEAST) ELEVATION

SIDE (SOUTHWEST) ELEVATION

ISELIN
ARCHITECTS, P.C.



MAINTENANCE FACILITY
AT ST. JOHN'S LANDFILL
8888 N. COLUMBIA BOULEVARD, PORTLAND, OR

METRO REGIONAL ENVIRONMENTAL MANAGEMENT
800 NE GRAND AVENUE, PORTLAND, OR 97232

PROJ. NO.: 82-08
FILE #: 82-1-112
DATE: 7/26/82

SHEET NO.:
A4

ELEVATIONS

SOLID WASTE AND RECYCLING COMMITTEE REPORT

CONSIDERATION OF **RESOLUTION NO. 02-3217**, FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFB #03-1028-REM FOR THE CONSTRUCTION OF A MAINTENANCE BUILDING AT THE ST. JOHNS LANDFILL, AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH THE LOWEST RESPONSIVE BIDDER

Date: August 8, 2002

Presented by: Councilor Monroe

Committee Recommendation: At its August 7, meeting, the Solid Waste and Recycling Committee voted 5-0 to recommend Council adoption of Resolution No. 02-3217. Voting in favor: Councilors Bragdon, Monroe, Park, McLain and Chair Atherton. Voting against: None. Absent: None.

Background: Paul Ehinger, REM Engineering Supervisor, presented the staff report. Ehinger explained that the purpose of the proposed resolution was to authorize the release of a Request for Bids (RFB) for the construction of a maintenance building on a site adjacent to the St. Johns Landfill. He noted that construction of such a building had been originally proposed in 1997. While some design work was completed, obtaining a lease for the proposed building from the City of Portland was not completed until earlier this year. During the period of lease negotiation, the proposed budget and design of the building were also revised. The current projected cost is \$400,000, down from the original estimate of \$536,000.

Ehinger outlined several goals that would be achieved through construction of the proposed building. These include:

- Providing a covered space for storage and maintenance of equipment
- Providing office and meeting space for the permanent on-site staff
- Improving security for equipment (about \$50,000 in equipment has been stolen from the site)
- Better control of access to the landfill site, and
- Consolidation of landfill operations into a single building

The proposed building will be about 3,250 square feet, divided about equally between equipment storage and office/lab equipment/maintenance.

Ehinger reviewed the major cost components related to the project. He noted that the actual building itself would cost about \$250,000, while site and utility work will cost an additional \$150,000. He focused on the need to bring water-related utilities from the far side of Columbia Blvd., which increased utility costs significantly.

Committee Issues/Discussion: Councilor Bragdon asked about the life expectancy of the building, particularly as it related to the length of the land lease with the city of Portland. Ehinger responded that the current land lease is for a period of 20 years. The proposed building would likely have a life expectancy longer than the period of the lease. In response to additional questions, Ehinger noted that under the terms of the lease, any improvements, such as the proposed building, would revert to the city of Portland unless the lease was extended. While expressing optimism that a lease extension could be negotiated, several Councilors were concerned about the potential of losing a valuable improvement that had been paid for by Metro.

Chair Atherton expressed concern about the cost of the building, noting that the specifications appeared to be fancy and expensive. He noted that he had been involved in the construction of aircraft hangers at a far lower cost than was being proposed for this building. Ehinger responded that per square foot cost of the proposed building compared very favorably to other recent REM construction projects.

Key Public Testimony: None

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3217 FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFB # 03-1028-REM FOR THE CONSTRUCTION OF A MAINTENANCE BUILDING AT THE ST. JOHNS LANDFILL, AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH THE LOWEST RESPONSIVE BIDDER

July 17, 2002

Drafted by: Chuck Geyer

BACKGROUND

Metro is responsible for the proper closure and long term operation, maintenance, and monitoring of the 238-acre St. Johns Landfill. Beginning in 1991, the site stopped taking waste and Metro began environmental improvements in compliance with its closure plan as approved by the Department of Environmental Quality. The purpose of these improvements was to ensure that any risks to humans and/or the environment are detected, predicted and minimized.

The main components of the environmental improvements are:

- a multi-layered cover cap to prevent water from entering the waste, covered by grasses requiring regular mowing to reduce fire hazards;
- a gas recovery system of 170 wells, a compressor to deliver gas for sale offsite, flares to burn gas not sold, a condensate collection system to collect moisture generated by gas collection, and a leachate collection system for liquids from the buried waste;
- a dike system around the landfill to prevent erosion from the surrounding slough to the landfill;
- over 30 groundwater monitoring wells to detect the migration of pollutants from the site.

To maintain the closure system in place and carry out monitoring responsibilities requires both five onsite staff and a variety of equipment including heavy equipment such as a tractor, backhoe, all terrain vehicles, as well as a boat to conduct sampling. Staff have been housed in a scalehouse remaining from when the landfill was operating, as well as in onsite trailers. Equipment that must be both maintained and properly stored to protect Metro's investment, has been housed in containers or left outside.

Metro has been attempting to locate a permanent facility at the site for over five years to replace the current temporary and inadequate facilities. The preferred location has been on the parcel of land owned by the City of Portland that is between the entrance to the site on Columbia Boulevard and the slough that delineates the boundary of the landfill. It is preferred because locating a facility on the landfill itself is an environmental, engineering and regulatory challenge that would increase the project's cost and risk of long term success.

In December 2001, the Metro Council authorized an agreement with the City of Portland. This agreement included a twenty-year lease for 75,000 square feet of City property adjacent to the landfill in order to build an operation and maintenance facility. The agreement also entails Metro's maintenance of the KFD landfill owned by the City. The same staff that maintains the St. Johns Landfill performs this maintenance.

The project that would be authorized by approval of the resolution is construction of a 3,287 square foot, pre-engineered metal building (see attached site plan, floor plan and elevation drawings). Approximately half of the space would be used for onsite personnel (including the Smith-Bybee Wildlife Refuge

Manager) and half as garage/maintenance area. The project also includes a new water supply for fire control and potable water through a pipe crossing under the Union Pacific railroad tracks, a sewage handling system with connection to the existing pressure main, and limited site and parking lot improvements. The building will be located between the railroad tracks and the slough, at approximately the site of the old public unloading area when the site was in operation.

ANALYSIS/INFORMATION

1. Known Opposition

Staff knows of no opposition to this project.

2. Legal Antecedents

Metro Code 2.04.058(b) requires Council approval of contracts designated as having a significant impact on Metro. The Council designated the project as having a significant impact during its approval of the FY 2002-03 budget. The project is contained in Metro's approved Capital Improvement Plan and approved FY 2002-03 budget.

3. Anticipated Effects

Approval of the resolution would result in construction of the project and improve both working conditions and operations associated with the closure of the St. Johns Landfill. It should also reduce the amount of theft and vandalism that has plagued the site for several years.

4. Budget Impacts

\$590,000 has been budgeted for the project. The Engineers Estimate for the project is \$400,000 based on a final design that reduced the size of the building from the one contemplated in the budget estimate originally developed in 1998.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 02-3217.

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