

**BEFORE THE METRO COUNCIL**

FOR THE PURPOSE OF AUTHORIZING A ) RESOLUTION NO. 97-2481  
CONTRACT WITH ST. VINCENT DEPAUL FOR )  
RECOVERY OF REUSABLE AND RECYCLABLE )  
ITEMS AT METRO SOUTH TRANSFER STATION ) Introduced by Mike Burton  
 ) Executive Officer

WHEREAS, Metro wishes to reduce the amount of solid waste disposed at landfills; and

WHEREAS, Metro conducted a pilot project with St. Vincent dePaul that recovered reusable and recyclable items arriving at the Metro South Transfer Station, thus diverting approximately 1,600 tons of waste from the Columbia Ridge Landfill; and

WHEREAS, Metro wishes to enter into a contract with St. Vincent DePaul to continue to pull non-source separated reusable and or recoverable items from self-haul and commercial customers' loads at the Metro South Transfer Station; and

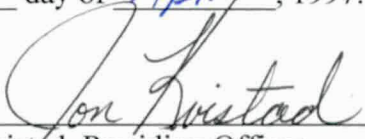
WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for their approval; now, therefore,

**BE IT RESOLVED,**

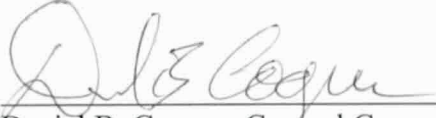
1. That the Metro Council approves the contract between Metro and St. Vincent DePaul to conduct a pilot recovery project to pull non-source separated reusable and or recoverable items from self-haul and commercial customers' loads at the Metro South Transfer Station attached as Exhibit "A."

2. That the Metro Council authorizes the Executive Officer to execute the contract between Metro and St. Vincent De Paul attached as Exhibit "A."

ADOPTED by the Metro Council this 17<sup>th</sup> day of April, 1997.

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

RRB:clk

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**PUBLIC CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and St. Vincent dePaul, whose address is 3601 SE 27th Avenue, Portland, OR 97202, hereinafter referred to as the "CONTRACTOR."

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

**ARTICLE I  
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II  
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing May 1, 1997, until the earlier of December 31, 1997, or the date the current agreement between Metro and Waste Management of Oregon for operating the Metro South Transfer Station terminates.

**ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or materials supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV  
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, and Waste Management of Oregon, its agents and employees, 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 Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V  
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI  
INSURANCE

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

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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.

ARTICLE VII  
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII  
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX  
QUALITY OF MATERIALS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of materials furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X  
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 hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI  
SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the materials covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII  
RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII  
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV  
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV  
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

**ST.VINCENT dePAUL**

**METRO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Scope of Work

### For

## St. Vincent DePaul Recovery Project at Metro South Station

### PURPOSE

The purpose of the project is to pull non-source separated reusable and or recoverable items from the self haul and commercial customers using the Metro South Transfer Station.

### TASKS

- Provide recovery/sorter staff between the hours of 9:30 a.m. and 6:00 p.m., seven days per week.
- Provide assistance to self haulers with the untarping of their loads after the customer leaves the scaling area. This staff member will conduct short interviews or visual inspections in order to determine the contents of each load. The customer will then be directed to the appropriate sorting area for reuse or recycling.
- Provide 4 staff members who will work on the self haul tipping floor assisting haulers with the following: (at all times, one worker will be designated supervisor or lead worker and will be responsible for maintaining communications, safety protocol and liaison activities while working on the tipping floor)
  - > unloading reusable/recyclable items from customers loads into existing bins
  - > provide haulers with appropriate documentation to identify the level of reusable or recoverable goods within the load
  - > provide a tax deductible receipt for the haulers
  - > if no reusables/recyclables are available, assist haulers with unloading of trash on the tipping floor
- Provide a truck or trailer to remove reusable/recyclable goods from the site. This vehicle will be provided with a parking area on site and allowed access as necessary.
- Provide recycling or recovery bins for efficient movement of materials on site.
- Maintain an effective working relationship with Metro's on site contractor (Waste Management of Oregon).
- Follow all applicable OSHA worker health and safety requirements.
- Provide a written evaluation that includes the number of loads assessed, sorted and percentages recovered.

- Visually inspect the commercial tipping floor area to identify haulers carrying reusable/recyclable wood products and lumber. Request identified haulers to dump their loads in the cleared areas. Sort these loads, separating the reusable/recyclable wood products and lumber and push the remainder of the load into the pit.
- SVDP recognizes that use of space is critical and will make sure traffic is not impeded by use of the tipping floor area.

St. Vincent DePaul will be required to provide the following:

- Training for site safety protocol.
- Training for unruly customers
- At least one working member with first aid/cpr training
- Training in appropriate lifting, and other ergonomic issues
- Customer service training
- Training for Metro rates, scalehouse procedures, and appropriate chain of command.

During the course of this contract, St. Vincent DePaul will divert a minimum of 1,900 tons of waste from the landfill. Reusable items will be removed by St. Vincent. Recyclable items will be added to the source separated materials that enter the facility. Hog fuel material will be stacked and prepared for compaction and transport to Metro Central.

**PAYMENT AND BILLING**

Contractor shall be compensated as follows:

Supervisor	(per hour)	\$ 10.80
Material handlers	(per hour, per person)	\$ 6.00
Administrative overhead		10 %

Metro shall pay Contractor for services performed and materials delivered in an amount not to exceed NINETY SIX THOUSAND DOLLARS (\$96,000.00).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices and under the same terms and conditions as are set forth above. 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.

The maximum price includes all fees, costs and expenses of whatever nature. 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 work



done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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TRANSMITTAL SUMMARY

100 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
 TEL 503 797 1700 | FAX 503 797 1799



METRO

*Council Action  
Required*

*Blue sheet  
will be attached  
with staff report  
and Resolutions filed  
and resubmitted to  
Bruce*

To: Risk and Contracts Management

From: \_\_\_\_\_ Date March 6, 1997 Vendor St. Vincent de Paul  
 Department REM Subject 3601 SE 27th Avenue  
 Division ES  Bid  Contract Portland, OR 97202  
 Name Ray Barker  RFP  Other Vendor no. 13816  
 Title Management Assistant Contract no. 905584  
 Extension 1694 Purpose Pull reusable items from small loads at metro South Station

Expense

Procurement  Personal/professional services  Services (LM)  Construction  IGA

Revenue

Budget code(s) 531-310294-526612-75000 Price basis  Unit prices, NTE  Completion\*  
 Contract  Grant  Other  Per task  Annual  
 Other  Total/lump sum  Multi-year\*\*  
 This project is listed in the 1996-1997 budget. Payment required May 1, 1997  
 Yes  Type A  Lump sum Beginning date\*  
 No  Type B  Progress payments December-31, 1997\*  
 Ending date

Total commitment	Original amount	\$ <u>96,000.00</u>
	Previous amendments	\$ <u>-0-</u>
	This transaction	\$ <u>96,000.00</u>
	Total	\$ <u>96,000.00</u>
	A. Amount of contract to be spent fiscal year <u>1996-97</u>	\$ <u>24,000.00</u>
	B. Amount budgeted for contract <u>Disposal Operations, Landfill</u>	\$ <u>20,659,792.50</u>
	C. Uncommitted/discretionary funds remaining as of _____	\$ <u>7,740,599.91</u> ...

\* Or the date the current agreement with station operator expires, whichever occurs first.

Approvals

Project manager \_\_\_\_\_ Division manager \_\_\_\_\_ Department director \_\_\_\_\_  
 Fiscal \_\_\_\_\_ Budget manager \_\_\_\_\_ Risk \_\_\_\_\_

Legal

\* See instructions on reverse. \*\* If multi-year, attach schedule of expenditures. \*\*\* If A or B is greater than C, and other fine item(s) used, attach explanation/justification.

**Competitive quotes, bids or proposals**

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Comments <i>St. Vincent de Paul is a Qualified Rehabilitation Facility (QRF); therefore, no other bids are required</i>			
Attachments	<input type="checkbox"/> Ad for bid	<input type="checkbox"/> Plans and specifications	<input type="checkbox"/> Bidders list (M/W/DBEs included)

**Instructions**

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
  - Sole source, attach memo detailing justification pursuant to ORS 279.
  - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
  - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
  - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	
Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	

Attach additional list(s) as necessary.

Total utilization: \$ \_\_\_\_\_

Total contract: \$ \_\_\_\_\_

Percent utilization: \_\_\_\_\_

Competitive quotes, bids or proposals

Submitted by \_\_\_\_\_ \$Amount \_\_\_\_\_ M/W/DBE \_\_\_\_\_ Foreign or Oregon contractor \_\_\_\_\_

Submitted by \_\_\_\_\_ \$Amount \_\_\_\_\_ M/W/DBE \_\_\_\_\_ Foreign or Oregon contractor \_\_\_\_\_

Submitted by \_\_\_\_\_ \$Amount \_\_\_\_\_ M/W/DBE \_\_\_\_\_ Foreign or Oregon contractor \_\_\_\_\_

Comments St. Vincent de Paul is a Qualified Rehabilitation Facility (QRF); therefore, no other bids are required

Attachments  Ad for bid  Plans and specifications  Bidders list (M/W/DBEs included)

Instructions

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2. Complete transmittal summary form to the extent of project completion.
3. If contract is:
  - A. Sole source, attach memo detailing justification pursuant to ORS 279.
  - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
  - C. More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
  - D. More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
4. List and identify all subcontractors below.
5. Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/state/ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

M/W/DBE certified \_\_\_\_\_ Ethnicity \_\_\_\_\_  
 Type of work \_\_\_\_\_  
 Dollar amount \_\_\_\_\_

Subcontractor/supplier \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/state/ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

M/W/DBE certified \_\_\_\_\_ Ethnicity \_\_\_\_\_  
 Type of work \_\_\_\_\_  
 Dollar amount \_\_\_\_\_

Attach additional list(s) as necessary.

Total utilization: \$ \_\_\_\_\_

Total contract: \$ \_\_\_\_\_

Percent utilization: \_\_\_\_\_

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 97-2481 APPROVING A CONTRACT WITH ST. VINCENT DEPAUL FOR RECOVERY OF REUSABLE AND RECYCLABLE ITEMS AT METRO SOUTH TRANSFER STATION

March 6, 1997

Presented by: Terry Petersen

#### PROPOSED ACTION

Adopt Resolution No. 97-2481 approving a contract with St. Vincent dePaul for recovery of reusable and recyclable items at the Metro South Transfer Station.

#### FACTUAL BACKGROUND AND ANALYSIS

In 1996, St. Vincent dePaul completed a survey for Metro concerning waste arriving at the Metro Transfer Stations. The survey indicated a large quantity of reusable and/or recyclable items entering the Metro South Transfer Station.

Metro entered into an agreement with St. Vincent in August 1996, to conduct a pilot project for recovery of reusable and recyclable items at Metro South Transfer Station. The project has been very successful. To date approximately 1,664 tons of waste have been diverted from the landfill. The current project agreement terminates April 30, 1997. It is recommended that the project be continued through a new agreement with St. Vincent.

The proposed new contract is virtually the same as the previous one. Metro pays St. Vincent staff to remove items from the wastestream before they are dumped for shipment to the Columbia Ridge Landfill. Items that will be recovered include furniture, appliances, mattresses, lumber, and recyclable material. St. Vincent staff will also help self-haul customers unload their vehicles, which will help reduce wait times and traffic problems at the facility.

St. Vincent will supply equipment and labor necessary to perform the work. Waste pulled by St. Vincent will be sorted based on its potential for reuse, recycling, or recovery for energy. Waste will be sorted into appropriate area for shipping reusable items to resale stores, recyclable items to markets, or items suitable for energy recovery to Metro Central Transfer Station for processing into hog fuel.

Instead of paying contractors for transfer, transport, and landfill disposal, money budgeted for FY 1996-97 and FY 1997-98 will be used to pay St. Vincent. The contract requires them to recover enough tonnage that the work will be cost-neutral to Metro.

The term of the proposed agreement is May 1, 1997 until the earlier of December 31, 1997, or the date the current agreement between Metro and Waste Management of Oregon for operating the Metro South Transfer Station terminates (expected to be September 30, 1997).

### BUDGET IMPACT

Total expenditures for this contract are estimated to be \$96,000 (\$24,000 in FY 1996-97 and \$72,000 in FY 1997-98). It is expected, however, that with the removal of 1,900 tons of recoverable/recyclable items, as required in the contract, this project will be cost-neutral. The budget for the Regional Environmental Management Department, Environmental Services Division, provides \$96,000 for waste disposal that can be used for this contract.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2481.

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