

BEFORE THE COUNCIL INTERNAL AFFAIRS COMMITTEE OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 88-963
METRO TO CONTRACT WITH RICK STANG)
TO HAUL SCRAP TIRES FROM METRO) Introduced by Rena Cusma,
FACILITIES) Executive Officer

WHEREAS, The Metropolitan Service District operates two
solid waste facilities that accept scrap tires; and

WHEREAS, The disposal of whole scrap tires in a landfill
is illegal; and

WHEREAS, Portions of these scrap tires may be recycled by
Waste Recovery, Inc. of Portland; and

WHEREAS, A lawful bidding process was conducted by the
Solid Waste Department staff; and

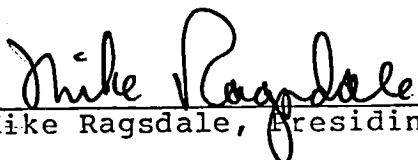
WHEREAS, Rick Stang of 3627 N. E. 13th Avenue in Portland,
Oregon, was the low bidder; and

WHEREAS, Previous experience with Rick Stang in performing
these duties has shown his reliability; now, therefore,

BE IT RESOLVED,

That the Council Internal Affairs Committee of the Metro-
politan Service District authorizes entering into a contract with
Rick Stang for the purpose of hauling scrap tires from Metro facili-
ties to Waste Recovery, Inc.

ADOPTED by the Council Internal Affairs Committee of the
Metropolitan Service District this 11th day of August, 1988.


Mike Ragsdale, Presiding Officer

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9839C/545
07/20/88

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

| | | |
|--|---|---|
| <p>INTERNAL REVIEW</p> <p><u>Bob Mantz</u> DEPARTMENT HEAD</p> <p><u>Donald R. Boyd</u> FISCAL REVIEW 7/19/88</p> <p><u>Jennifer Ann</u> BUDGET REVIEW 7-19-88</p> | <p>CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____</p> <p>1. _____ COUNCILOR</p> <p>2. _____ COUNCILOR</p> <p>3. _____ COUNCILOR</p> | <p>COUNCIL REVIEW (IF REQUIRED)</p> <p>DATE _____</p> |
|--|---|---|

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 Don Blodgett

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and Rick Stang, whose address is 3627 NE 13th Ave Portland, Oregon 97212, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment "A." All services and goods 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 August 1, 1988 through and including July 31, 1990.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

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 and hold harmless METRO, 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. Nothing in this Contract shall create any contractual relationship between any subcontractor 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 maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees

engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance 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 immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, 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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms

necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Contract. CONTRACTOR acknowledges receipt of copies of ORS 187.010-.020 and 279.310-.430.

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 GOODS 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 goods 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; DISADVANTAGED BUSINESS PROGRAM

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 goods 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.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting N/A percent of the contract amount to Disadvantaged Businesses and N/A percent of the contract amount to Women-Owned Businesses. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

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, General and Special Instructions to Bidders, Proposal, 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.

_____ METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCOPE OF WORK

1. The Contractor shall pick up, haul, and dispose of, at least seventy (70) tires from each of two (2) sites at least three (3) times each week.
2. The location of each site is as follows:
 - a. St. Johns Landfill
9363 N. Columbia Boulevard
Portland, OR 97203
 - b. Clackamas Transfer & Recycling Center
2001 Washington Street
Oregon City, OR 97045
3. All tires that are on rims less than 24 inches in diameter will be dismantled. The rims will be either sold for reuse or recycled by the Contractor.
4. The Contractor may at his/her discretion resell some or all of the tires or take them to Waste Recovery Inc., 8501 N. Borthwick, Portland, Oregon. Waste Recovery Inc. will then bill Metro for disposal. A copy of the Waste Recovery delivery will be submitted with Contractor's invoice to Metro. All tires not resold shall be delivered to Waste Recovery Inc.
5. The Contractor shall inform gatehouse personnel at each Metro facility how many tires on the rim and off the rim are being picked up each trip. The Gatehouse Attendant will give the Contractor an invoice slip for each trip. The Contractor will submit those Metro slips with his/her monthly billing invoice.
6. On days that the tire storage area at either site become over-filled, the Metro supervisor will contact the Contractor by telephone, the Contractor will be expected to haul the additional tires within 24 hours of such call. This shall be done to ensure that the tire storage area does not become unsightly.
7. Should the Contractor not be able to keep his/her scheduled pick ups or otherwise be unresponsive to excessive tire volumes, Metro may at anytime hire someone else to haul the tires and review this contract for cancellation.
8. Under no circumstance shall any of the tires hauled from a Metro site be landfilled or dumped unlawfully by the Contractor.
9. For calculation purposes, the following average breakdown of tires is assumed:

| | |
|------------------------------|--------|
| One Year Total Approximately | 20,000 |
| Tires on Rims | 5,000 |
| Tires off Rims | 15,000 |

(The actual volumes will fluctuate and these are only averages to be used in determining bid calculations.)

10. The term of contract shall be two (2) years from the date of execution, and may be extended by Metro, at its discretion, for up to one (1) additional year.
11. The price per tire, paid by Metro, will increase on August 1, 1989, at the same rate as the Local Consumer Price Index (CPI) City of Portland has increased for the year. If Metro extends the Contract beyond August 1, 1990, the price per tire will again be increased by the percentage increase in the CPI for the year.

8549C/524

ATTACHMENT B

TIRE HAULING CONTRACT WITH RICK STANG

Contract No. 88-3-573 SW

Metro agrees to pay the Contractor the amount of \$0.34 for each scrap tire off the rim, and agrees to pay the Contractor \$1.87 for each tire on the rim that is hauled from Metro's facilities.

The Contractor will ensure that tires are removed from each site (St. Johns Landfill, Clackamas Transfer and Recycling Center) no less than twice weekly and, if contacted by Metro site supervisor or facilities manager, the Contractor will clear out the drop boxes at each site within three days to ensure sufficient room remains for scrap tires that are brought in.

The Contractor shall submit a monthly billing to the facilities manager and Metro will pay the amount due the Contractor within twenty (20) days of receiving that billing. Receipts issued by the gatehouse shall be submitted with the billing invoice. The total amount to be paid to the contractor shall not exceed \$28,900 during the term of this contract.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Agenda Item No. 3

Date: August 3, 1988

Meeting Date August 11, 1988

To: Internal Affairs Committee

From: Marie Nelson, Clerk of the Council

Regarding: RESOLUTION NO. 88-963, for the Purpose of
Authorizing a Contract with Rick Stang to
Haul Scrap Tires from Metro Facilities to
Waste Recovery, Inc.

The Solid Waste Committee considered the resolution at its meeting of August 2. The Committee's report and recommendation will be presented to the Internal Affairs Committee on August 11.

STAFF REPORT

CONSIDERATION OF EXECUTION OF CONTRACT WITH RICK STANG TO PICK UP, PROCESS AND HAUL WASTE TIRES FOR METRO FACILITIES TO WASTE RECOVERY, INC.

RESOLUTION NO. 88-963

Date: July 6, 1988

Presented by: Jim Shoemake

FACTUAL BACKGROUND AND ANALYSIS

The St. Johns Landfill and the Clackamas Transfer & Recycling Center receive approximately 13,000 scrap tires each year. The disposal of tires has not been included in either of the site operation contracts. For the past three years, Rick Stang has had the contract to haul away scrap tires. The past contracts allowed for a fee to be paid by Metro only for the tire on rims. With the increased rates charged by Waste Recovery, Inc., the major depository for tires in Portland, there seems to be an increase in scrap tires being disposed of at Metro facilities.

In December 1987 a Request for Bids was issued by staff for hauling of tires from the Metro sites to Waste Recovery Systems, Inc. In response to that request, we received two bids. Bids were opened at Metro on January 13, 1988 (see attached). Rick Stang was the low bidder, his bid was half as much as the other.

Mr. Stang has been responsive in the past to the fluctuating volume of tires entering the sites, and has maintained a sound working relationship with both Metro and its contractors. After a review by the Contract Specialist it was determined that this contract should be rebid. All minority haulers listed on our contract files were not notified prior to issuance of bid. A complete list of DBE/WBE contractors was established and each was sent the bid documents. A new bid opening date of May 31, 1988, was set. This time Rick Stang was the sole bidder for the contract. His second bid price is listed in Attachment B.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of the contract between Metro and Rick Stang.

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07/11/88