

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING ENTRY)	RESOLUTION NO. 89-1033
INTO A CONTRACT WITH R. W. BECK AND)	
ASSOCIATES FOR AN ENGINEERING)	INTRODUCED BY Rena Cusma
FEASIBILITY STUDY AND TECHNICAL DOCUMENT)	EXECUTIVE OFFICER
REVIEW FOR THE MASS COMPOSTING FACILITY)	

WHEREAS, A Request for Proposals (RFP) was issued by the Solid Waste Department for the purpose of obtaining the services of a consultant to perform an engineering feasibility study in conjunction with the mass composting facility negotiations with Riedel Environmental Technologies, Inc. (RET) in order to facilitate the bond financing for the facility; and

WHEREAS, The RFP also provided for needed technical document review for the purpose of backup for the Metro negotiating team in the areas of technical description of the facility, performance standards, performance test procedures, development plan schedule and projected tip fee; and

WHEREAS, After a competitive selection process, the firm of R. W. Beck and Associates has been recommended as the preferred consultant; and

WHEREAS, The R. W. Beck firm also provided the lowest cost proposal of the qualified proposers, at a fixed cost not to exceed ninety-three thousand five hundred dollars (\$93,500); and


WHEREAS, A contract with R. W. Beck and Associates is attached to this Resolution as Exhibit A; now, therefore

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District does hereby approve the contract with R. W. Beck and Associates for a cost not to exceed ninety three thousand five hundred dollars (\$93,500) which is attached to this Resolution as Exhibit A.

2. Requests that the Executive Officer authorize the Solid Waste Director to proceed with consummation of the contract.

ADOPTED by the Council of the Metropolitan Service District
this 12th day of January, 1989.



Mike Ragsdale
Presiding Officer

EXHIBIT A

AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE
METROPOLITAN SERVICE DISTRICT
FOR
A FEASIBILITY STUDY/TECHNICAL DOCUMENT REVIEW
FOR THE METRO MASS COMPOSTING FACILITY

This Agreement is executed this ____ day of _____, 1988, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and R. W. Beck and Associates, hereinafter referred to as "CONSULTANT," whose address is 2121 Fourth Avenue, Suite 600, Seattle, WA 98121-2317.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

A. This Agreement is exclusively for assistance to METRO with a feasibility study/technical document review with respect to completion of Service Agreement negotiations and financing of the Metro mass composting facility project. CONSULTANT shall perform the services and deliver to METRO the material described in the Scope of Work attached hereto as Attachment A and in accordance with the Project Proposal submitted by R. W. Beck and Associates, dated November 3, 1988, attached hereto as Attachment B; both Attachments A and B hereby being incorporated by reference into this agreement. Upon receipt of a separate written notification from METRO to proceed, CONSULTANT shall perform as an independent contractor the services and deliver to METRO the material described in the Scope of Work attached hereto as Attachment A. All services and materials shall be provided in a competent and professional manner in accordance with the Scope of Work.

Throughout the performance of this Agreement, CONSULTANT agrees to assign key personnel as shown in the Project Proposal unless (1) METRO agrees to changes in personnel, due to changes in the Scope of Work, or (2) reassignment of personnel by CONSULTANT is appropriate and will not result in a reduction of personnel expertise. Any change in personnel or a reduction of Disadvantaged and Women-Owned Business Enterprise utilization shall first be approved by METRO.

ARTICLE II
COMMENCEMENT AND COMPLETION OF AGREEMENT

CONSULTANT shall complete all professional services to be furnished under this Agreement by July 1, 1989. This Agreement may be amended or extended at any time upon mutual written consent of METRO and CONSULTANT. CONSULTANT will proceed with the work in accordance with Scope of Work. CONSULTANT shall proceed on a task by task basis, with the proviso, however, that development of the materials and documents may require that certain tasks be performed in an order not contemplated in the Scope of Work. Any such deviation shall be done in the professional judgment of the CONSULTANT, and METRO shall be informed of any such modification of the order of work in a timely manner.

ARTICLE III
CONSIDERATION

METRO shall compensate the CONSULTANT for services performed and materials delivered as described in Article I. The maximum sum of ninety-three thousand five hundred (\$93,500.00) DOLLARS, in the manner and at the time designated in Article IV, will be paid for the services performed and materials delivered as described in Attachment A. The maximum amount of this Agreement includes reimbursable expenses as defined in Article V. Payment is subject to retainage pursuant to Article IV, E.

Unless modified by written agreement, the CONSULTANT shall provide all of the tasks and work products described in Attachment A for a price not to exceed the \$93,500.00 referred to above. Cost overruns shall be the responsibility of the CONSULTANT and no adjustment shall be made in the contracted cost in the absence of extraordinary circumstances.

ARTICLE IV
TERMS OF PAYMENT

As consideration for providing professional services enumerated in Article I, METRO shall pay the CONSULTANT:

A. For the services described in Scope of Work the amount of the CONSULTANT's labor costs, subconsultant costs, reimbursable expenses and indirect costs expended for the services at the rates shown in the Budget/Cost Proposal.

B. METRO reserves the right to change, add or delete items as presented in the Scope of Work as necessary by METRO or its representatives and such items will be addressed by the CONSULTANT, unless CONSULTANT objects in writing within ten (10) days after receipt of such changes, deletions or additions that they materially change the Scope of Work. For additional

services authorized by METRO but not specifically provided for hereunder, METRO shall pay the CONSULTANT the amount of CONSULTANT's costs, on the same basis stated in Article IV, A.

C. On or after the 30th day of the month, CONSULTANT may invoice METRO for that portion of the work completed, plus indirect costs and reimbursable expenses, during the previous month. Each invoice shall be supported by a general description of the work completed on a task by task basis. The invoice shall identify prior billings and total to date for each of the cost categories shown. Each invoice must be approved in writing by METRO prior to payment in accordance with Section E of this Article.

D. METRO shall pay CONSULTANT for the amount of approved invoices within thirty (30) days after receipt of invoices, except that METRO may retain five (5) percent of compensation for personal services for each invoice except the final invoice. Payment of retainage will be made at completion of each phase. CONSULTANT can request METRO to pay retainage on individual tasks if completion of a phase is delayed by any entity other than CONSULTANT.

E. CONSULTANT shall notify METRO in writing when all services are completed and all terms of this Agreement are satisfied by CONSULTANT. If METRO agrees, it shall acknowledge in writing within five (5) working days that the services are accepted. If METRO disagrees, it shall so notify CONSULTANT in writing within five (5) working days and advise of deficiencies. Thereupon, CONSULTANT shall take corrective measures, upon the conclusion of which METRO shall then issue its acceptance of the services.

F. Upon receipt of METRO's acceptance of services, CONSULTANT may submit its final invoice for all retainage and for any other amounts which may then be due and payable.

The total payment to the CONSULTANT shall not exceed the total described in Article III, without prior written approval for such additional sums.

ARTICLE V EXPENSES

METRO shall reimburse CONSULTANT at cost for all "out of pocket" expenses directly chargeable to the work at the then current rates. These expenses are included in the maximum sum in Article III for the attached Scope of Work.

ARTICLE VI
METRO'S RESPONSIBILITIES

A. METRO shall provide information regarding the requirements for the Scope of Work.

B. METRO designates Debbie Gorham, Waste Reduction Manager, Solid Waste Department, as its representative authorized to act in its behalf. The representative shall examine submissions made by the CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the CONSULTANT's work.

C. METRO shall furnish information required of it as expeditiously as necessary for the orderly progress of the work and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

D. METRO reserves the right to extend the completion for this Agreement.

ARTICLE VII
CONSULTANT'S ACCOUNTING RECORDS

Records of the CONSULTANT's services performed and the record of direct cost expenditures pertaining to the Scope of Work shall be kept on a generally recognized accounting basis and shall be available to METRO or its authorized representative for a period of three (3) years. The format of such recordkeeping shall also be consistent with (and compatible for cross referencing with) the Summary of Costs attached hereto as Attachment C, and incorporated herein by reference. CONSULTANT shall provide documentation for any direct costs at the request of METRO.

ARTICLE VIII
LIABILITY AND INDEMNITY

A. CONSULTANT is an independent contractor and assumes sole responsibility for the contents of its work and performance of its services and assumes full responsibility for all liability for bodily injuries or physical damage to person or property arising out of or related to this Agreement.

B. CONSULTANT shall indemnify and hold METRO, its agents and employees, harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONSULTANT's designs or other materials by METRO or

with any claims or disputes involving subcontractors or contractors.

C. CONSULTANT shall include language substantially similar to that in paragraphs A and B above in any subcontracts which it may enter into.

ARTICLE IX INFORMATION, REPORTS AND DATA

A. All information, reports, plans, specifications and data collected or prepared by CONSULTANT or its subconsultants hereunder shall become the property of METRO and may be used by METRO for any purposes whatsoever. CONSULTANT shall have the right to use copies of all such documents prepared by it hereunder in the conduct of its business without accounting to METRO unless otherwise specified by METRO.

Insofar as the work under this Agreement may require, METRO shall furnish the CONSULTANT such pertinent data as is presently in METRO's possession. CONSULTANT acknowledges that certain valuable and confidential proprietary information may be disclosed to the CONSULTANT during performance of this Agreement and that any disclosure of such confidential information is solely for the purpose of performance of this Agreement.

Confidential information shall include all information identified as such in writing by METRO. CONSULTANT shall limit access to confidential information to those of its agents, officers or employees who require such access to enable CONSULTANT to perform this Agreement, and shall use its best efforts to ensure that the use of such confidential information by its agents, officers and employees shall be limited to the purposes contemplated by this Agreement.

CONSULTANT, at the termination of this Agreement for any reason, shall return all confidential information. CONSULTANT shall advise METRO of the identity of any person requesting confidential information and, except as required by law, shall not disclose any confidential information to any third party without the prior written consent of METRO. CONSULTANT shall not issue any report or statement to any third party which may disclose confidential information without first obtaining

METRO's written approval to issue such report or make such statement.

B. CONSULTANT shall include in any subconsultant contracts language substantially similar to that in paragraph A above.

ARTICLE X TERMINATION

METRO may terminate this Agreement in its sole discretion upon giving CONSULTANT five (5) days oral or written notice, oral notice to be confirmed in writing. In the event of termination, CONSULTANT shall be entitled to payment for labor performed and reimbursable expenses incurred to the date of termination. Termination by METRO will not waive any claims or remedies it may have against CONSULTANT.

ARTICLE XI PUBLIC CONTRACTS

CONSULTANT 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 Agreement. CONSULTANT acknowledges receipt of copies of ORS 187.010 - .020 and 279.310 - .430.

ARTICLE XII SUCCESSORS AND ASSIGNS

METRO and the CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement may not under any condition be assigned or transferred by either party.

ARTICLE XIII SUBCONTRACTS

All subconsultants must be approved by METRO.

ARTICLE XIV DBE/WBE REQUIREMENTS

CONSULTANT shall adhere to the provisions of METRO'S Disadvantaged and Women-Owned Business Enterprises goals

(DBE/WBE). The goal for Disadvantaged Business Enterprises (DBEs) is seven (7) percent and for Women-Owned Enterprises (WBEs), five (5) percent. Failure to achieve these goals must be clearly demonstrated not to have been due to a lack of good faith effort in attempting to meet these goals. A copy of the METRO Code Chapter 2.04 is attached hereto and incorporated by reference herein as Attachment D.

ARTICLE XV
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

R. W. BECK AND ASSOCIATES

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK

- TASK 1: The CONSULTANT will be expected and required to review and analyze the following documents and information related to the project [NOTE: many of the items below are in draft form and others will be developed over the course of approximately four months following the execution of this Agreement]:
- a. All pertinent contract documents, including the Service Agreement, Memorandum of Understanding (MOU) and any other documents related to the design, construction, ownership, shakedown, performance testing and operation of the facility and disposal of residue; that set forth the respective obligations and responsibilities of the parties to the contracts and agreements during the design, construction, shakedown, performance testing and operation of the facility.
 - b. Facility design layouts and equipment configurations and schematics.
 - c. Available waste characterization data.
 - d. Available federal, state and local permits and/or information relative to the status of permitting (in process or contemplated).
 - e. Market studies and data related to the sale or distribution of compost product.
 - f. Any other pertinent information made available to you by METRO or at the request of METRO.
- TASK 2: Utilizing the sources of information indicated in Task #1, the CONSULTANT will provide:
- a. A narrative as well as a summary list of the methodology by which the data has been analyzed.
 - b. The premises and assumptions upon which the opinions and representations to be made in the feasibility report are based.
 - c. Bibliography of specific contracts, agreements, documents or other data related to the project which were utilized in framing the opinions and representations expressed in the feasibility report.

SCOPE OF WORK

- d. Bibliography of documents or data other than those indicated in Task #1 that have been utilized in formation of the opinions and representations in the feasibility report.
- e. Specifics as to documents, data or other sources of project information that were excluded (whether partially or in whole) as a basis for the opinions and representations in the feasibility report.

TASK 3: Based upon the sources of information referred to in Tasks #1 and #2 and upon the premises and assumptions to be stated per the requirements of Task #2, the CONSULTANT will provide to METRO opinions and representations on the following matters:

- 3.1 Is the facility technology a proven and viable method of processing mixed municipal solid waste as specified in the Service Agreement and other related documents and do the project participants have the requisite combined technical capabilities to design, construct, shakedown, performance test and operate the facility?
- 3.2 Is METRO capable of assuring the delivery of 185,000 tons of Acceptable Waste (as defined in the Service Agreement) to the facility on an annual basis and within the monthly and weekly parameters as indicated in the Service Agreement?
- 3.3 Is the site location for the facility suitable for the activities to be carried on there and is it an appropriate location for this facility?
- 3.4 Is the Facility Price guaranteed by the Contractor reasonable and are the funds to be made available from the sale of bonds sufficient to complete construction of the facility as described and shown in the design documents in the absence of Uncontrollable Circumstances?
- 3.5 Are the Performance Standards, which cover Acceptable Waste Throughput, Compost recovery, Recovered Materials, Residue production, Facility specifications, odor control, noise and Compost Product quality/specifications, consistent with the design expectations and the proven performance capabilities of existing compost resource recovery facilities of similar design and are the Performance Standards capable of being achieved at the facility?

SCOPE OF WORK

- 3.6 Does the schedule for the design, construction, equipping, shakedown, and Performance Testing of the Facility provide adequate time for all of the aforementioned activities for a facility of this type and size in the absence of Uncontrollable Circumstances?
- 3.7 Will the Facility have a useful life which extends beyond the final maturity of the bonds, provided that the Facility is maintained and operated in accord with accepted industry standards and within the parameters of the Service Agreement?
- 3.8 Will the projected revenues and receipts from the operation of the Facility be sufficient to meet the requirements for timely (i) payment of debt service, (ii) maintenance of debt service reserve funds, (iii) operation and maintenance of the Facility, (iv) any other payments anticipated to be required to be paid pursuant to the Service Agreement?
- 3.9 Are the projected operation and maintenance costs of the Facility reasonable for a facility of the design and type as described in the Service Agreement and related documents?
- 3.10 With regard to the possibility of the need for additional review by regulatory agencies of the State of Oregon, United States or other regulatory bodies, are there any major environmental, site or other impediments relative to the Facility that have been identified that would act to prevent issuance of the necessary permits, licenses or other required approvals; and with respect to any presently held licenses, permits or approvals, whether there exists any known or reasonably anticipated condition which would prevent compliance with the conditions of such licenses, permits or approvals?
- 3.11 Will the proposed facility be designed, constructed, shaken down, performance tested and operated in accord with good engineering practices and standard industry standards?

TASK 4: In addition to the feasibility study and review of the documents and data referred to in Tasks 1) through 3), the selected CONSULTANT will be asked to review and comment on draft documents of technical portions of the Draft Service Agreement as it is developed. In particular, comment will be required with regard to the Draft Service Agreement sections related to 1) Technical Description of the

SCOPE OF WORK

Facility, 2) Performance Standards, 3) Performance Test Procedures, 4) Development Plan Schedule and 5) Projected Tip Fee. The comment required will be directed toward a goal of advising Metro as to aspects of the technical documents that may present an impediment to successful conclusion of the Service Agreement and subsequent financing of the Facility.

With respect to Task #4, the CONSULTANT will provide a narrative and summary of the methodology by which the CONSULTANT will review the developed documents.

ATTACHMENT B

R.W. Beck and Associates

PROJECT PROPOSAL

**DUE TO THE LENGTH OF THIS ATTACHMENT, IT IS NOT INCLUDED IN THIS
PACKET. COPIES ARE AVAILABLE IN THE METRO COUNCIL OFFICE.**

ATTACHMENT C

PORTLAND METRO
COMPOST FEASIBILITY STUDY
SUMMARY OF COSTS

TASK	R. W. BECK LABOR	E & A ENVIRONMENTAL CONSULTANTS	THOMAS/ WRIGHT INC.	K. J. WON	TOTAL
1.1 SOLID WASTE SUPPLY	\$2,250	\$250			\$2,500
1.2 TECHNOLOGY REVIEW	\$10,000	\$10,000	\$5,000	\$7,000	\$32,000
1.3 COSTS & REVENUES	\$8,000	\$2,000			\$10,000
1.4 LIFE CYCLE COSTS	\$3,200	\$800			\$4,000
2 METHODOLOGY	\$3,000				\$3,000
3 FEASIBILITY REPORT	\$9,600	\$2,400			\$12,000
4 SERVICE AGREEMENT REVIEW	\$16,800	\$4,200			\$21,000
SUBTOTAL LABOR:	\$52,850	\$19,650	\$5,000	\$7,000	\$84,500

EXPENSES

TRAVEL/PER DIEM	\$7,000
PRINTING/REPRODUCTIONS	\$1,500
POSTAGE/COMMUNICATIONS	\$400
COMPUTER	\$300
SUBTOTAL EXPENSES:	\$9,200

TOTAL PROJECT COST: \$93,700

PORTLAND METRO

COMPOST FEASIBILITY STUDY

TASK 1.1 REVIEW OF SOLID WASTE SUPPLY, SOURCES AND COMPOSITION

R.W. BECK LABOR

STAFF -----	HOURS -----	HOURLY RATE* -----	LABOR TOTAL -----
A. FITZ	8	\$22.33	\$178
D. KAHL	8	\$18.86	\$151
R. ROBERTSON	8	\$16.00	\$128
TECHNICION	21	\$10.50	\$221
CLERICAL	3	\$10.50	\$32

		DIRECT LABOR:	\$710
		INDIRECT COSTS**:	\$1,540

		TOTAL LABOR COST:	\$2,250

SUBCONSULTANT COST ***

E&A CONSULTANTS

\$250

TOTAL SUBCONSULTANT COSTS:

\$250

TASK TOTAL:

\$2,500

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENIFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO

COMPOST FEASIBILITY STUDY

SUBTASK 1.2 REVIEW OF PROJECT DESIGN TECHNOLOGY, SITE AND ENVIRONMENTAL FACTORES AND PERMIT REQUIREMENTS

R.W. BECK LABOR

STAFF	HOURS	HOURLY RATE*	LABOR TOTAL
R. BINGHAM	20	\$30.11	\$602
A. FITZ	35	\$22.33	\$783
D. KAHL	16	\$18.86	\$302
D. FILLIS	4	\$41.54	\$166
ENGINEER	30	\$15.50	\$465
TECHNICIAN	65	\$10.50	\$683
CLERICAL	15	\$10.50	\$158

DIRECT LABOR: \$3,157

INDIRECT COSTS**: \$6,843

TOTAL LABOR COST: \$10,000

SUBCONSULTANT COST ***

E & A CONSULTANTS	\$10,000
THOMAS/WRIGHT INC	\$5,000
K. J. WON	\$7,000

TOTAL SUBCONSULTANT COSTS: \$22,000

TASK TOTAL: \$32,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENIFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO

COMPOST FEASIBILITY STUDY

SUBTASK 1.3 REVIEW AND ANALYSIS OF PROJECT COSTS AND REVENUES

R.W. BECK LABOR

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STAFF	HOURS	HOURLY RATE*	LABOR TOTAL
-----	-----	-----	-----
R. BINGHAM	10	\$30.11	\$301
J. CLUNIE	18	\$41.54	\$748
A. FITZ	15	\$22.33	\$334
D. KAHL	20	\$18.86	\$375
ENGINEER	12	\$25.00	\$300
CLERICAL	11	\$10.50	\$116

DIRECT LABOR: \$2,525

INDIRECT COSTS**:

TOTAL LABOR COST: \$8,000

SUBCONSULTANT COST ***

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E & A CONSULTANTS

\$2,000

TOTAL SUBCONSULTANT COSTS: \$2,000

TASK TOTAL: \$10,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENEFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO

COMPOST FEASIBILITY STUDY

SUBTASK 1.4 DETERMINATION OF LIFE-CYCLE COSTS AND CASH FLOW

R.W. BECK LABOR

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STAFF	HOURS	HOURLY RATE*	LABOR TOTAL
-----	-----	-----	-----
R. BINGHAM	3	\$30.11	\$90
J. CLUNIE	5	\$41.54	\$208
D. KAHL	27	\$18.86	\$512
TECHNICIAN	10	\$10.50	\$105
CLERICAL	9	\$10.50	\$95

		DIRECT LABOR:	\$1,010
		INDIRECT COSTS**:	\$2,190

		TOTAL LABOR COST:	\$3,200

SUBCONSULTANT COST ***

=====

E & A CONSULTANTS

\$800

TOTAL SUBCONSULTANT COSTS: \$800

TASK TOTAL: \$4,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENIFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO
COMPOST FEASIBILITY STUDY

TASK 2 PREPOSE A DESCRIPTION OF METHODOLOGY AND SUPPORT DATA

R.W. BECK LABOR
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STAFF -----	HOURS -----	HOURLY RATE* -----	LABOR TOTAL -----
R. BINGHAM	3	\$30.11	\$90
J. CLUNIE	7	\$41.54	\$291
A. FITZ	21	\$22.33	\$471
CLERICAL	9	\$10.50	\$95
DIRECT LABOR:			\$947
INDIRECT COSTS**:			\$2,053
TOTAL LABOR COST:			\$3,000

SUBCONSULTANT COST ***
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NO SUBCONSULTANTS

\$0

TOTAL SUBCONSULTANT COSTS: \$0

TASK TOTAL: \$3,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENIFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO
COMPOST FEASIBILITY STUDY

TASK 3 PREPARATION OF FEASIBILITY REPORT

R.W. BECK LABOR
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STAFF -----	HOURS -----	HOURLY RATE* -----	LABOR TOTAL -----
R. BINGHAM	20	\$30.11	\$602
J. CLUNIE	22	\$41.54	\$914
A. FITZ	41	\$22.33	\$916
D. KAHL	16	\$18.86	\$302
CLERICAL	28	\$10.50	\$296

		DIRECT LABOR:	\$3,030
		INDIRECT COSTS**:	\$6,570

		TOTAL LABOR COST:	\$9,600

SUBCONSULTANT COST ***
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E & A CONSULTANTS	\$2,400	
	TOTAL SUBCONSULTANT COSTS:	\$2,400
	TASK TOTAL:	----- \$12,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENEFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

PORTLAND METRO

COMPOST FEASIBILITY STUDY

TASK 4 SERVICE AGREEMENT TECHNICAL REVIEW

R.W. BECK LABOR

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STAFF	HOURS	HOURLY RATE*	LABOR TOTAL
-----	-----	-----	-----
R. BINGHAM	35	\$30.11	\$1,054
J. CLUNIE	51	\$41.54	\$2,119
A. FITZ	47	\$22.33	\$1,050
D. FILLIS	7	\$41.54	\$291
ENGINEER	34	\$15.50	\$527
CLERICAL	25	\$10.50	\$262

DIRECT LABOR: \$5,303

INDIRECT COSTS**:

\$11,497

TOTAL LABOR COST: \$16,800

SUBCONSULTANT COST ***

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E & A CONSULTANTS \$4,200

TOTAL SUBCONSULTANT COSTS: \$4,200

TASK TOTAL: \$21,000

* DIRECT SALARY, NOT INCLUDING BENEFITS

** INDIRECT COSTS INCLUDE FRINGE BENIFITS, OFFICE OVERHEAD, AND PROFIT

*** SUBCONSULTANT COST INCLUDES 5% MARKUP

ATTACHMENT D

DBE/WBE SECTION OF THE METRO CODE

METRO CODE SECTION 2.04

DUE TO THE LENGTH OF THIS ATTACHMENT, IT IS NOT INCLUDED IN THIS
PACKET. COPIES ARE AVAILABLE IN THE METRO COUNCIL OFFICE.

COMMITTEE REPORT

AGENDA ITEM 6.5

MEETING DATE Jan. 12, 1989

CONSIDERATION OF RESOLUTION NO. 89-1033, FOR THE PURPOSE OF AUTHORIZING ENTRY INTO A CONTRACT WITH R. W. BECK AND ASSOCIATES FOR AN ENGINEERING FEASIBILITY STUDY AND TECHNICAL DOCUMENT REVIEW FOR THE MASS COMPOSTING FACILITY

Date: January 3, 1989

Presented by: Councilor Gary Hansen
Chair, Solid Waste
Committee

Committee Recommendation: The Solid Waste Committee recommends Council adoption of Resolution No. 89-1033 as amended. This action taken January 3, 1989.

Committee Discussion & Issues: The feasibility study is an important element of the process required to procure bond financing for the mass composting facility. The technical documents review provides needed technical back-up for the Metro team negotiating the final elements of the Service Agreement.

Three proposals were received: 1) Gershman, Brickner and Bratton, Inc., (GBB), 2) R. W. Beck and Associates, and 3) E. Glynn Hughes (sole proprietor). GBB and R. W. Beck were selected for personal interviews. The Metro interview team recommended R. W. Beck as the preferred consultant. The R. W. Beck proposal was for a fixed fee of \$93,500. The GBB proposal was for \$140,000.

The Committee made a couple of punctuation changes in the resolution.

Vote: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of the resolution. Voting: Devlin, Gardner, Hansen and Ragsdale. Absent: Kelley.

RB:pa
RB.001

STAFF REPORT

REPORT ON THE SELECTION OF R. W. BECK AND ASSOCIATES AS THE PREFERRED CONSULTANT TO PERFORM AN ENGINEERING FEASIBILITY STUDY AND TECHNICAL DOCUMENT REVIEW FOR THE METRO MASS COMPOSTING FACILITY

Date: December 27, 1988

Presented by Bob Martin/Phil North

FACTUAL BACKGROUND AND ANALYSIS

On October 3, 1988 a Request For Proposals (RFP) was issued by the Solid Waste Department for the purpose of soliciting proposals to perform a feasibility study and technical documents review. This is to be performed in conjunction with the Service Agreement negotiations with Riedel Environmental Technologies, Inc. (RET) with respect to the mass composting facility proposed to be designed, constructed, owned and operated by RET.

With the Service Agreement negotiations entering the final phase, the feasibility study is a critical element of the process required to procure bond financing for the project. The technical documents review provides needed technical backup for the Metro Team as the final elements of the Service Agreement are negotiated, in particular with respect to such matters as technical description of the facility, performance standards, performance test procedures, development plan schedule and projected tip fee. The Scope of Work from the RFP is attached to this staff report as Attachment A.

Solicitation of proposals closed on November 4, 1988. Three proposals were received; 1) Gershman, Brickner and Bratton Inc. (GBB), 2) R. W. Beck and Associates, and 3) E. Glynn Hughes (sole proprietor). GBB and R. W. Beck were selected for personal interviews. The interviews of their respective teams took place at Metro Center on Friday, December 2, 1988. The Metro interview team consisted of Councilor Gary Hansen, Debbie Gorham, Dan Cooper and Phil North.

The GBB proposal was for a fixed fee of \$140,000. The R. W. Beck proposal was for a fixed fee of \$93,500. The selection criteria was weighted as follows:

Project Organization---10 points

Cost of Proposal-----20 points

Experience Record
of firm-----20 points

Qualifications and
experience of
personnel-----50 points

*additional 2 point bonus if DBE/WBE goals met (both met DBE/WBE criteria)

ATTACHMENT A

SCOPE OF WORK

- TASK 1:** The CONSULTANT will be expected and required to review and analyze the following documents and information related to the project [NOTE: many of the items below are in draft form and others will be developed over the course of approximately four months following the execution of this Agreement]:
- a. All pertinent contract documents, including the Service Agreement, Memorandum of Understanding (MOU) and any other documents related to the design, construction, ownership, shakedown, performance testing and operation of the facility and disposal of residue; that set forth the respective obligations and responsibilities of the parties to the contracts and agreements during the design, construction, shakedown, performance testing and operation of the facility.
 - b. Facility design layouts and equipment configurations and schematics.
 - c. Available waste characterization data.
 - d. Available federal, state and local permits and/or information relative to the status of permitting (in process or contemplated).
 - e. Market studies and data related to the sale or distribution of compost product.
 - f. Any other pertinent information made available to you by METRO or at the request of METRO.
- TASK 2:** Utilizing the sources of information indicated in Task #1, the CONSULTANT will provide:
- a. A narrative as well as a summary list of the methodology by which the data has been analyzed.
 - b. The premises and assumptions upon which the opinions and representations to be made in the feasibility report are based.
 - c. Bibliography of specific contracts, agreements, documents or other data related to the project which were utilized in framing the opinions and representations expressed in the feasibility report.

SCOPE OF WORK

- d. Bibliography of documents or data other than those indicated in Task #1 that have been utilized in formation of the opinions and representations in the feasibility report.
- e. Specifics as to documents, data or other sources of project information that were excluded (whether partially or in whole) as a basis for the opinions and representations in the feasibility report.

TASK 3: Based upon the sources of information referred to in Tasks #1 and #2 and upon the premises and assumptions to be stated per the requirements of Task #2, the CONSULTANT will provide to METRO opinions and representations on the following matters:

- 3.1 Is the facility technology a proven and viable method of processing mixed municipal solid waste as specified in the Service Agreement and other related documents and do the project participants have the requisite combined technical capabilities to design, construct, shakedown, performance test and operate the facility?
- 3.2 Is METRO capable of assuring the delivery of 185,000 tons of Acceptable Waste (as defined in the Service Agreement) to the facility on an annual basis and within the monthly and weekly parameters as indicated in the Service Agreement?
- 3.3 Is the site location for the facility suitable for the activities to be carried on there and is it an appropriate location for this facility?
- 3.4 Is the Facility Price guaranteed by the Contractor reasonable and are the funds to be made available from the sale of bonds sufficient to complete construction of the facility as described and shown in the design documents in the absence of Uncontrollable Circumstances?
- 3.5 Are the Performance Standards, which cover Acceptable Waste Throughput, Compost recovery, Recovered Materials, Residue production, Facility specifications, odor control, noise and Compost Product quality/specifications, consistent with the design expectations and the proven performance capabilities of existing compost resource recovery facilities of similar design and are the Performance Standards capable of being achieved at the facility?

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- 3.6 Does the schedule for the design, construction, equipping, shakedown, and Performance Testing of the Facility provide adequate time for all of the aforementioned activities for a facility of this type and size in the absence of Uncontrollable Circumstances?
- 3.7 Will the Facility have a useful life which extends beyond the final maturity of the bonds, provided that the Facility is maintained and operated in accord with accepted industry standards and within the parameters of the Service Agreement?
- 3.8 Will the projected revenues and receipts from the operation of the Facility be sufficient to meet the requirements for timely (i) payment of debt service, (ii) maintenance of debt service reserve funds, (iii) operation and maintenance of the Facility, (iv) any other payments anticipated to be required to be paid pursuant to the Service Agreement?
- 3.9 Are the projected operation and maintenance costs of the Facility reasonable for a facility of the design and type as described in the Service Agreement and related documents?
- 3.10 With regard to the possibility of the need for additional review by regulatory agencies of the State of Oregon, United States or other regulatory bodies, are there any major environmental, site or other impediments relative to the Facility that have been identified that would act to prevent issuance of the necessary permits, licenses or other required approvals; and with respect to any presently held licenses, permits or approvals, whether there exists any known or reasonably anticipated condition which would prevent compliance with the conditions of such licenses, permits or approvals?
- 3.11 Will the proposed facility be designed, constructed, shaken down, performance tested and operated in accord with good engineering practices and standard industry standards?

TASK 4: In addition to the feasibility study and review of the documents and data referred to in Tasks 1) through 3), the selected CONSULTANT will be asked to review and comment on draft documents of technical portions of the Draft Service Agreement as it is developed. In particular, comment will be required with regard to the Draft Service Agreement sections related to 1) Technical Description of the

SCOPE OF WORK

Facility, 2) Performance Standards, 3) Performance Test Procedures, 4) Development Plan Schedule and 5) Projected Tip Fee. The comment required will be directed toward a goal of advising Metro as to aspects of the technical documents that may present an impediment to successful conclusion of the Service Agreement and subsequent financing of the Facility.

With respect to Task #4, the CONSULTANT will provide a narrative and summary of the methodology by which the CONSULTANT will review the developed documents.