

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 89-1149
EXECUTIVE OFFICER TO ENTER INTO A)
CONTRACT WITH FARMERS PLANT AID FOR) Introduced by Rena Cusma,
REMOVAL OF SOURCE SEPARATED YARD) Executive Officer
DEBRIS FROM THE ST. JOHNS LANDFILL AND)
PROCESSING THE MATERIAL INTO A PRODUCT)

WHEREAS, In compliance with Section 2.04.033(b) of the Metro Code, the Council approved the bid document for the above-named project on August 8, 1989; and

WHEREAS, In compliance with Section 2.04.033(a) of the Metro Code, the Council must also approve the award of this contract; and

WHEREAS, Metro has need of the above-mentioned contractual services and funds were allocated in the FY 1989-90 budget for the project; and

WHEREAS, Staff anticipates requesting funding for the yard debris project for FY 1990-91; and

WHEREAS, Sealed bids were received on September 16, 1989, and Farmers Plant Aid submitted the lowest responsive bid; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an agreement with Farmers Plant Aid for the removal of source separated yard debris from the St. Johns Landfill, attached hereto as Exhibit A.

ADOPTED by the Council of the Metropolitan Service District
this 9th day of November, 1989.

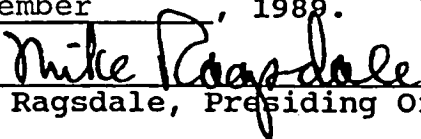

Mike Ragsdale, Presiding Officer

Exhibit A

Contract No. 901-054(SW)

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 Farmer's Plant Aid, whose address is 11619 North Force Avenue, Portland, OR 97217, 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 a period commencing November 15, 1989 through and including closure of the St. Johns Landfill.

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 the 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 ORS 187.010-.020 and 279.31-.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

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 work 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 to no increase in the CONTRACTOR's compensation shall result thereby. All subcontractors related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractor 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 seven percent of the contract amount to Disadvantaged Business Enterprise and three percent of the contract amount to Women-Owned Business Enterprise. 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 provision 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 if this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and superseded 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.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

Title: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

A. INTRODUCTION AND PURPOSE

1. General Description of the Work. Metro has accumulated quantities of source separated yard debris (hereinafter referred to as "material") at the St. Johns Landfill (hereinafter referred to as "the landfill") in an attempt to reduce the amount of waste landfilled in the region. The work shall consist of removal of source separated yard debris from the landfill and processing that material into a product. The term of the contract shall be for approximately two years or until Metro stops accepting commercial and residential yard debris at the landfill.
2. Description of the Material. For purposes of this agreement, the term "yard debris" is defined as a heterogenous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
3. Restrictions on Use of Material. Once the material has been removed from the landfill by Contractor, none of the material covered under this agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner which Contractor deems appropriate.
4. Responsibilities of Contractor for Material. Contractor has inspected the designated site and material and agrees to accept all material covered by this agreement that is

reasonably free of waste contamination as defined in paragraph 2, Section I, above.

B. WORK TO BE PERFORMED

1. Removal of Material.

- a. Contractor shall remove the material from a designated area of the landfill and process it into a product.
- b. The designated area from which the material shall be removed is indicated on the attached map of the St. Johns Landfill (see Attachment C).
- c. Contractor shall begin removal of the material within two (2) weeks of receipt of Metro's written Notice to Proceed.
- d. Within two (2) weeks after commencement of hauling operations, Contractor shall remove all material currently stockpiled in the designated area of the landfill so that a surface area no more than one-half (1/2) acre of the material remains in the designated area.
- e. Throughout the term of the agreement, Contractor shall at all times ensure that a surface area of no more than one-half (1/2) acre of the material remains in the designated area of the landfill.
- f. Throughout the term of the agreement, Contractor shall ensure that adequate open space is available for tipping operations in and around the designated area of stockpiled material. Actual space requirements shall be coordinated with Metro and the landfill operations contractor.
- g. Contractor may remove the material on any day and at any time the landfill is open except for dates and times specifically excluded by Metro or the landfill operations contractor. Such exclusions will ensure safe public

access to the designated area during peak hauling periods. Specific times when removal of material will not be allowed will be identified by Metro.

h. All material shall be weighed on the scales at the landfill gate house upon removal of the material from the site. Payment shall be made according to the terms outlined in the "Terms of Payment."

2. Contaminated material. Any contaminants contained in the material may be disposed at Metro disposal facilities at Contractor's expense.
3. Quantities. Notwithstanding any other provisions of this agreement, Metro guarantees no minimum amount of material available for removal and reserves the right to limit the quantity of material to be removed by Contractor from the designated area.

C. PROCESSING OF MATERIAL

1. Stockpiling Unprocessed Material. After removal of the material from the landfill, no material shall be stockpiled in an unprocessed form for longer than twelve (12) months.
2. Responsibility for Processing Material. Contractor shall be solely responsible for processing the material into a final product.
3. Safety Practices. Contractor shall take all necessary precautions for the safety of adjoining property and of employees and other individuals who may be in the area of Contractor's operations. Contractor shall comply with all applicable provisions of federal, state and local safety laws.

D. EQUIPMENT

1. Loading of Material into Contractor's Vehicles. Contractor shall provide the equipment and personnel to load the material into Contractor's vehicles.
2. Equipment List and Tare Weights. Within 5 days upon receipt of Metro's written Notice to Proceed, Contractor shall provide Metro with a written list of all equipment to be used in connection with this agreement. The following information shall be provided for each piece of equipment proposed to be used for this project:
 - a. Make and model of vehicle;
 - b. License number; and
 - c. Tare weight.

Contractor shall update the equipment list each time new equipment is used in connection with this contract. Contractor shall not remove material from the landfill in equipment not on the current equipment list without verbal authorization from Metro.

ATTACHMENT B: TERMS OF PAYMENT

1. Contract Sum. Contractor shall be paid \$29.50 per ton for material removed from the landfill. The maximum sum payable under this agreement is \$393,530.

2. Method of Payment.
 - a. A tare weight for each of Contractor's vehicles shall be kept on file by Metro.
 - b. Each vehicle shall be weighed by Metro when it leaves the landfill. The net weight of the load shall be registered on a transaction slip and a copy given to the Contractor. The net weight of the load equals the total weight of the vehicle and load less the tare weight of the vehicle. Metro may require Contractor to verify tare weight at any time. If such a verification is required, it will be determined by averaging five (5) separate weighings of the vehicle.
 - c. Contractor shall invoice Metro on the tenth (10th) day of each month. Contractor shall attached to each invoice copies of transaction receipts equal to the amount being invoiced in order to receive payment from Metro. Metro will pay Contractor for all approved invoices on or before the last day of the same month.

3. Cost of Living Adjustments. One year after this agreement is executed and each succeeding year, the per ton fee paid by Metro shall escalate at a rate equal to the change of the originally released Portland area Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period.

ANN:aeY
CONTRACT.YD
September 29, 1989



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-054(SW)

530-312330-526610-75000

FUND: Operations DEPARTMENT: Solid Waste

BUDGET CODE NO. _____
(IF MORE THAN ONE) _____

SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Yard Debris Hauling

2. TYPE OF EXPENSE

<input type="checkbox"/> PERSONAL SERVICES	<input checked="" type="checkbox"/> LABOR AND MATERIALS	<input type="checkbox"/> PROCUREMENT
<input type="checkbox"/> PASS THROUGH AGREEMENT	<input type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT	<input type="checkbox"/> CONSTRUCTION
		<input type="checkbox"/> OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION

<input type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input checked="" type="checkbox"/> NEW CONTRACT

4 PARTIES Metro-Farmer's Plant Aid

5. EFFECTIVE DATE November 15, 1989 TERMINATION DATE February 28, 1991
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>393,950</u>
PREV. AMEND	_____
THIS AMEND	_____
TOTAL	\$ <u>393,950</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989/90 \$ 150,000

B. BUDGET LINE ITEM NAME Disposal Opns AMOUNT APPROPRIATED FOR CONTRACT \$ 120,000

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 29, 1989 \$ 120,000

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

<u>Grimm' Fuel</u>	<u>35.75 / Ton</u>	<input type="checkbox"/> MBE
SUBMITTED BY _____	\$ AMOUNT _____	
<u>Farmer's Plant Aid</u>	<u>29.50 / Ton</u>	<input type="checkbox"/> MBE
SUBMITTED BY _____	\$ AMOUNT _____	
SUBMITTED BY _____	\$ AMOUNT _____	<input type="checkbox"/> MBE

9. NUMBER AND LOCATION OF ORIGINALS _____

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 cashier check AMOUNT \$ 5,000
 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>Jim Wetmore (for G. Harten)</u> DEPARTMENT HEAD</p> <p><u>Donald R. Cox, Jr.</u> FISCAL REVIEW <u>10/3/89</u></p> <p><u>James J. [Signature]</u> BUDGET REVIEW <u>10-3-89</u></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 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1149, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH FARMERS PLANT AID FOR REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: November 1, 1989

Presented by: Councilor Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 89-1149. Voting: Councilors Hansen, Buchanan, DeJardin and Wyers. Absent: Ragsdale. This action taken October 31, 1989.

Committee Discussion/Issues: Metro's Waste Reduction Plan established a regional priority of diverting yard debris from landfills. Source separated yard debris is currently accepted at the St. Johns Landfill from residential and commercial haulers at a reduced rate from other refuse and is stored in an area separate from the main landfill. Since May 1987, Grimm's Fuel Company has removed the yard debris from the landfill storage area.

Resolution No. 89-1149 authorizes the Executive Officer to enter into a contract with Farmers Plant Aid, the low bidder, for removal of source separated yard debris from the St. Johns Landfill and process the material into a useful product.

The Solid Waste Committee asked when the work would commence, and the length of the contract. Solid Waste Staff stated that the work would begin as soon as the Council approves the contract and it is signed (about November 15, 1989). The contract will run through closure of the St. Johns Landfill.

There were no issues raised by the Committee which then voted unanimously to recommend Council adoption of Resolution No. 89-1149.

GH:RB:pa
A:\RB.122

Staff Report

CONSIDERATION OF RESOLUTION NO. 89-1149, FOR THE
PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER
INTO A CONTRACT WITH FARMERS PLANT AID FOR REMOVAL OF
SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS
LANDFILL AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: September 19, 1989

Presented by: Marie Nelson
Jim Shoemake

FACTUAL BACKGROUND AND ANALYSIS

If adopted, Resolution No. 89-1149 would authorize the Executive Officer to enter into a contract for removal of source separated yard debris from the St. Johns Landfill and process the material into a product. After conducting a sealed bid process, staff recommends awarding the contract to Farmers Plant Aid, the lowest responsive bidder. Bids submitted include:

FARMERS PLANT AID	\$ 29.50 per Ton
GRIMM'S FUEL	\$ 35.75 per Ton

In compliance with Metro Code Section 2.04.033(b), on August 8, 1989, the Council approved release of the bid document for the project. Metro Code Section 2.04.033(a) also requires the Council to approve this contract. \$120,000 has been allocated in the FY 1989-90 Solid Waste Department Operations Fund for this project. Funds have not yet been allocated for FY 1990-91. The term of the contract will be for approximately two years or until Metro stops accepting commercial and residential yard debris at St. Johns Landfill.

Metro's Waste Reduction Plan established a regional priority of diverting yard debris from landfills. Source separated yard debris is currently accepted at the St. Johns Landfill facility from commercial and residential haulers at a reduced rate from other refuse and is stored in an area separate from the main landfill.

In May 1987, the Council approved a contract with Grimm's Fuel Company to remove the yard debris material from the landfill storage area. That contract expired in June of 1988 although Grimm's has continued to remove material from St. Johns for the same price established in the 1987 agreement. If approved, this new contract with Farmers Plant Aid would replace the services formerly provided by Grimm's Fuel Company.

The work for this project is described in the contract documents starting on page 12 (see Exhibit A). The material removed from the landfill must be processed into a useful product. The material cannot be landfilled or incinerated in a solid waste mass incinerator. Except for those restrictions, the material can be processed in any lawful manner which the contractor deems appropriate.

Farmers Plant Aid, the lowest responsive bidder has proposed to process the yard debris removed from St. Johns Landfill in the following manner: Chip and compost the material for usage as a soil amendment to be sold to commercial customers.

During the past months various products produced by Farmers Plant Aid have been used by Metro's landfill operator, Browning Ferris Industries, for erosion control at St. Johns. The material provided by Farmers Plant Aid has proven to be of good quality and price. This contract does not in any way guarantee the contractor that Metro or B.F.I. will purchase material in the future.

Several benefits will be realized by this project: a) the material will be diverted from the landfill; b) the contractor will ensure that manageable amounts of yard debris material are stored at the landfill facility; and c) the material will be made available to private vendor(s) to process into a product.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends Council adoption of Resolution No. 89-1149.