

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AWARDDING A)	RESOLUTION NO. 89-1175
CONTRACT FOR METRO SOUTH .)	
STATION OPERATIONS)	Introduced by Rena Cusma,
)	Executive Officer

WHEREAS, The Metropolitan Service District has a need for operation of the Metro South Station to serve the disposal needs of public, commercial collectors and industrial accounts; and

WHEREAS, Pursuant to Resolution No. 89-1161, Council authorized the issuance of a call for sealed bids for the above-referenced services; and

WHEREAS, three (3) sealed bids were received in response to the call for bids; and

WHEREAS, Waste Management of Oregon was identified as the apparent low, responsive, responsible bidder; and

WHEREAS, The Department of Solid Waste has undertaken an investigation and found that Waste Management of Oregon 1) has equipment available or can obtain such equipment to perform the contract; 2) has key personnel available or can obtain such personnel of sufficient experience to perform the contract; and 3) has not repeatedly breached contractual obligations to public or private contracting agencies; and

WHEREAS, the Executive Officer has determined that Waste Management of Oregon is the low, responsive, responsible bidder for the Metro South Station Operations Contract and recommends approval of this contract; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves of the determination that Waste Management of Oregon is the low, responsive, responsible bidder, and authorizes the Executive Officer to execute a contract with Waste Management of Oregon for Metro South Station Operations, attached to the original hereof as Exhibit "A" and hereby incorporated by reference.

ADOPTED by the Council of the Metropolitan Service District this 21st day of November, 1989.



Mike Ragsdale, Presiding Officer

EXHIBIT A

RESOLUTION NO. 89-1175

(Additionally, Exhibit A contains the Bid Document which was approved by the Council for response by Resolution No. 89-1161.

A copy of the Bid Document is on file with the Council Clerk.)

COVER PAGES

NOTE TO BIDDER: Please type or use ink for completing BID FORMS.

To: METROPOLITAN SERVICE DISTRICT - Solid Waste Department

Address: 2000 S.W. First Avenue, Portland, OR 97201-5398

Bid Title: METRO SOUTH STATION OPERATIONS

Bidder:

Waste Management of Oregon, Inc.

Address: 5330 N.E. Skyport Way, Portland, OR 97218

Date: November 20, 1989

Bidder's Person to Contact for Additional Information on this Bid:

Name/Title: Jim Dancy, General Manager

Telephone No: (503) 249-8078

BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder, whose lawful signature binding it to the terms of this Bid as found on the Signature Page, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the prices bid are made without collusion with any official, agent or employee of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined all of the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of the work involved, and that this Bid is subject to and made in accordance with the provisions and under the terms of all of the Contract Documents, which Documents are hereby made a part of this Bid.

Any printed matter or any letter or paper enclosed herewith which is not part of the Bidding Documents prepared by Metro or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is an offer to do all of the work in strict accordance with the Contract Documents.

This Bid is irrevocable for thirty (30) days following opening of bids.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after Notice of Conditional Award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any Bonds or Letters of Credit required herein, and will, to the extent of his/her Bid, furnish descriptions of all equipment, personnel, sites and other means necessary to do the work and descriptions of all materials necessary to complete all work as specified or indicated in the Contract Documents, as requested by Metro.

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these Documents.

LUMP SUM AND UNIT PRICE WORK

The Bidder agrees to accept as full payment for the goods and/or services covered by this Bid the lump sum and unit price amounts supplied by the Bidder. The Bidder agrees that the lump sum and unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

START OF METRO SOUTH OPERATIONS AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin the services as described in the Contract Documents on January 1, 1990, and to terminate such service as described in the Contract Documents, subject to the provisions set forth in Article 32 of the General Conditions.

BID SCHEDULE
UNIT PRICE OR LUMP SUM BIDS FOR
METRO SOUTH OPERATIONS

Item #1- UNIT PRICES BY WASTE CATEGORY

<u>Category</u>	<u>Tons/Month</u>	<u>Figures</u>	<u>Unit Price (Words)</u>
1.	15,000 to 20,000	\$ <u>3.80</u>	<u>Three dollars and eighty cents</u>
2.	20,001 to 22,000	\$ <u>3.75</u>	<u>Three dollars and seventy-five cents</u>
3.	22,001 to 25,000	\$ <u>3.65</u>	<u>Three dollars and sixty-five cents</u>
4.	25,001 to 31,000	\$ <u>3.55</u>	<u>Three dollars and fifty-five cents</u>
5.	31,001+	\$ <u>3.50</u>	<u>Three dollars and fifty cents</u>

Item #2- PERCENT ADJUSTMENT OF CPI = 80 %

Item #3- Fixed Costs

Figures \$ None Words None

ADDENDA

The bidder hereby acknowledges that he/she has received Addenda Numbers #'s 1 through 3 (bidder: insert # of each addenda received) to these specifications.

CONTRACT QUESTIONNAIRE

The following Questionnaire asks for information concerning the Contractor's organization, experience in projects similar to those described in the Contract Documents, and information relating to the equipment and operating plan the Contractor proposes to use during the Contract. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each question in the Questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder, and any substitutions or deviations shall be approved by Metro.

Manner of Preparing and Filling in Forms

Unless indicated otherwise, the Contractor shall include information for only the specific single business organization or entity which is submitting a Bid for the work described in the Contract Documents and which would be the signatory on the Contract.

All answers and other entries on the forms, except signatures, shall be filled in on a typewriter or legibly printed. It is the responsibility of the Contractor to return all pages. Failure to do so may be grounds for rejection.

All answers and entries shall be specific and complete in detail. Metro reserves the right to make independent inquiries concerning the information submitted herein, to conduct any additional investigation necessary to determine the Contractor's qualifications, and to require the Bidder to supply additional information.

Use of Attachments

Schedules, resums, reports, diagrams, and other forms of information may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of this Questionnaire and any attachments is to supply information about the Bidder to Metro, so that Metro may determine the Bidder's qualifications to perform the work.

Submission

The Questionnaire shall be submitted along with the Contractor's Bid in accordance with the information contained in the INVITATION TO BID section of the Contract Documents.

ORGANIZATIONAL INFORMATION

TYPE OF FIRM ☒ Corporation () Partnership () Individual
() Other - Describe _____

Please list parent organizations and their address and ownership percentages: Waste Management of North America, Inc.

3003 Butterfield Road, Oak Brook, IL 60521

How many years has your firm used its present name? 5 yrs.

What were your firm's previous names?

SCA Services Of Oregon, Inc., 1971 to September 1984

when acquired by Waste Management, Inc. Name changed at the time to Waste Management of Oregon, Inc.

1. How many years experience has your firm had in the following type of work, in which the work listed was the primary task?

	<u>As a Contractor</u>	<u>As a Sub-Contractor</u>
a. Transfer Station Operations	<u>15 plus</u>	_____
b. Solid Waste Compactor Operation	<u>15 plus</u>	_____
c. Other Solid Waste Operations	<u>15 plus</u>	_____
d. Materials Recovery/Recycling	<u>15 plus</u>	_____
e. Building Maintenance	<u>15 plus</u>	_____

2. List the projects you have undertaken in the last 10 years which fall into the categories listed under Item No. 1. List the projects shown in categories a, b, and c of Item No. 1 first. If space permits, list the remaining projects chronologically.

Project Owner, City, State or Country	Name of Project	Contract Amount	Type - Enter Letter from #1
1. City of Milwaukee, WI	Residential/Solid Waste (SW) Transfer & Disposal	Unknown	A,B,C,D,E
2. Prince George's County, MD	Residential/SW Collection Transfer & Disposal	± \$1,400,000/yr	A,B,C,D,E
3. City of Boston, MA	Residential/SW Collection Transfer & Disposal	± \$7,000,000/yr	A,C,D,E
4. City of Laconia, NH	Residential SW Collection Transfer & Disposal	± \$1,500,000/yr	A,C,D,E
5. City of San Jose, CA	Recycle America	± \$1,800,000/yr	A,B,C,D,E
6. City of Seattle, WA	Recycle America	\$6,800,000/yr	A,B,C,D,E
7. City of Philadelphia, PA	Philadelphia Transfer Station	\$22,000,000/yr	A,B,D,E
8. City of Philadelphia, PA	The Forge Recycling Center	\$16,000,000/yr	A,D,E
9. San Leandro California and other cities	San Leandro Transfer Station	\$20,000,000 Design & construction	A,C,D,F
10. City of Phoenix, AZ	City of Phoenix Transfer Station	\$12,500,000 Design & construct	A,B,D,E
11.			
12.			
13.			

3. List the following additional information for projects listed under Item No. 2 (use same line number as in Item No. 2).

Location of Project	Date completed	*	**	Name of Surety if project bonded	Name & Phone# of Architect/Engineer
1. Milwaukee, WI	Active	P		Federal Insurance Co.	Unknown
2. Prince George's County, PA	Active	P		N/A	Unknown #
3. Boston, MA	Active	P		Federal Insurance Co.	Unknown
4. Laconia, NH	Active	P		Federal Insurance Co.	Unknown
5. San Jose, CA	Active	P		Federal Insurance Co.	In-house Design
6. Seattle, WA	Active	P		Federal Insurance Co.	In-house Design
7. Philadelphia, PA	Active	P		Federal Insurance Co.	Unknown
8. Philadelphia, PA	Active	P		Federal Insurance Co.	Unknown
9. San Leandro, CA	Active	P		Bonded by the State of California	Unknown
10. Phoenix, AZ	In construction	P		Federal Insurance Co.	BRW Phoenix (602) 234-1591
11.					
12.					
13.					

Completed means that the project was finished in accordance with the Contract. This does not include termination prior to completion. If the project was not completed, then leave blank and explain in the next item.

* Indicate whether: (P)prime Contractor, (JV) Joint Venture, (Sub)contractor
 ** Enter (Y) if you were involved in any litigation or breach of contract claims during the project, and explain in the following section.

Names and phone numbers of Architect/Engineers can be provided at Metro's request.

4. For the projects listed in Items No. 2 and No. 3, that would be considered relevant to the work required by this Contract, provide a brief description of the project and your firm's responsibilities.

Waste Management of North America, Inc. receives and transfers in excess of three million tons of municipally and commercially collected wastes annually through a network of over 45 transfer stations in 15 states and Canada. Over half of these transfer stations are fitted with compactors.

Waste Management and its predecessor companies have been designing, constructing and operating municipal waste transfer stations of various sizes and equipment design for well over 20 years, and have transferred many millions of tons of municipally collected and commercial solid wastes from congested urban centers to outlying sanitary landfills and solid waste process centers during this period.

The company has served the City of Milwaukee, Wisconsin without interruption, since conversion of two outmoded municipal incinerators into high volume compacted waste transfer stations over the New Year's Holiday in 1971. This service was provided initially as prime contractor, for five years as subcontractor to the operator of a since discontinued refuse derived fuel/resource
(continued on attached sheet)

6. Please describe the organizational structure under which you will manage this Contract.

Bill Hulligan - President, Waste Management of North America, Inc.

Bob Damico - Vice President, Mountain Region

Jim Dancy - Vice President/General Manager, Waste Management of Oregon, Inc.

Ted Maier - Operations Manager

Transfer Station Manager - To Be Announced

Eric Merrill - Controller and CPA

7. Describe your staffing plan. This should include, but not be limited to, the persons who are responsible for the following areas of expertise: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, community relations. Describe the experience of or include resums for persons in these positions.

Overall Project Manager: Jim Dancy - Vice President/General Manager

Financial Manager: Eric Merrill - Controller

Direct Supervision: Ted Maier - Operations Manager. Two (2)

Heavy Equipment Operators, seven (7) Laborers and full time transfer station manager to be named. Will report directly to Jim Dancy and Ted Maier. Training/Safety/Risk Management will be the responsibility of the Operations Manager, with technical support by Regional personnel. Community Relations will be the responsibility of the General Manager. Engineering/Suspicious Wastes Programs will be developed by Regional personnel.

8. What is the monetary percentage of work to be performed by subcontractors ? Minimum 10%

8a. Describe the work to be performed by subcontractors.

As a minimum: Landscaping

Building Maintenance

Security

Janitorial

Temporary Labor

4. (continued)

recovery plant, and again as prime contractor when this plant was closed and converted to a transfer station in the early 1980's. The Company is currently transferring a daily average of approximately 1,500 tons per day for the City of Milwaukee.

STAFFING PLAN

Each shift will have the following:

- One (1) Heavy Equipment Operator
- Three (3) Spotters/Traffic Control
- One (1) Waste Inspector

Peak loading times will have

- One (1) Compactor Operator
- One (1) additional Laborer/Traffic Control when needed
- One (1) Waste Inspector

These employees will be supported on-site by an Operations Manager and an Accounting Clerk.

Back-up personnel and additional administration will be provided by Waste Management of Oregon, Inc.

Waste Management of Oregon, Inc.
5330 N.E. Skyport Way
Portland, Oregon 97218
503/249-8078



A Waste Management Company

ERIC MERRILL, CPA
Division Controller
Waste Management of Oregon, Inc.

RESPONSIBILITY

Will coordinate with the General Manager for management and financial oversight of the Metro South Transfer Station operation contract.

EXPERIENCE

Mr. Merrill is the financial controller for Waste Management of Oregon where he oversees payroll, billing, and accounting. Before coming to work with Waste Management of Oregon Mr. Merrill had a variety of increasingly responsible positions with other firms including:

Senior CPA, Management Audit Group, NERCO, Inc.

Senior Accountant, Laventhol and Horwath CPAs

Staff Accountant, MacDonald and Radding CPAs

Treasurer, Second Growth Forest Management Inc.

EDUCATION

University of Oregon, BS Accounting
Humboldt State University, Forestry

Waste Management of Oregon, Inc.
5330 N.E. Skyport Way
Portland, Oregon 97218
503/249-8078



A Waste Management Company

JAMES DANCY
Vice President and General Manager
Waste Management of Oregon, Inc.

RESPONSIBILITY

Will oversee and administer the Metro South transfer station operation contract.

EXPERIENCE

Mr. Dancy currently manages Waste Management of Oregon which includes residential and commercial waste collection, Recycle America (a curbside, source separated recycling program), and Modulaire and Port-O-Let temporary facilities.

Previous to managing Waste Management of Oregon, Mr. Dancy was:

Sunbelt Region Vice President, Laidlaw Waste Systems, Inc

Executive Vice President, Western Waste Industries

District Manager, Waste Management, Inc

Vice President, Waste Resources Corporation

EDUCATION

St. Joseph's University, Philadelphia, Business Administration

Waste Management of Oregon, Inc.
5330 N.E. Skyport Way
Portland, Oregon 97218
503/249-8078



A Waste Management Company

TED MAIER
Operations Manager
Waste Management of Oregon, Inc.

RESPONSIBILITY

Will be directly responsible for the day to day operation of the Metro South transfer station.

EXPERIENCE

Mr. Maier has had increasingly responsible positions for Waste Management of Oregon from route foreman and driver to dispatcher. Mr. Maier currently manages the residential and commercial waste collection and Recycle America (curbside, source separated recycling) programs for Waste Management of Oregon.

Previous experience includes:

Commercial Supervisor and Driver, Emco Sanitary Service

9. List the major equipment you plan to use for the Project.
The information provided must demonstrate that the equipment will meet the requirements as described in the Contract Documents. The information shall include such information as the model, age, leased or owned, capacity and quantity.

One (1) cat (D7-H) with trash rack on blade will be purchased either new or slightly used.

Two (2) pick-ups will be purchased new.

One (1) cat (IT 12B) with 2½ yard bucket and detachable power broom will be purchased new or slightly used.

One (1) Forklift

Caterpillar has guaranteed delivery of the above equipment. Should the equipment not be delivered on time, comparable equipment would be leased.

10. Has your firm or any officer or partner of your organization, parent organization, affiliated organization, or persons listed under Item No. 5, ever been convicted of any criminal conduct or been found in violation of any state or local or federal statute or regulation, in connection with a solid waste or transportation contract? Yes

If so, state the name of the individual and the circumstances:

See attached two pages in response to this question.

11. Please attach the most recent financial statement for your firm.

Confidential Information

Information submitted in this Questionnaire will be treated as confidential, as permitted in ORS 192.500, if requested by the Contractor. Do you wish to have the information treated as confidential? yes X no If, yes, indicate the specific items to be held confidential and the exemption in ORS 192 which you believe authorizes withholding it from release.

a. Performance of a municipal solid waste disposal or shipping contract. Waste Management, Inc. (WMI), Waste Management of North America (WMNA), Waste Management of Oregon (WMO), nor their affiliates have been involved in litigation arising out of performance of a municipal solid waste disposal or shipping contract.

b. State or federal antitrust or corrupt practices laws.

Neither Waste Management of Oregon, Inc. (WMO) or Waste Management of North America, Inc. (WMNA), nor any of their officers or directors have ever been convicted of any criminal conduct or been found in violation of any state or local or federal statute or regulation in connection with a solid waste or disposal contract. No corporation affiliated with WMO or WMNA and no officers or directors of said affiliates have ever been found in violation of any state or local or federal statute or regulation in connection with a solid waste or disposal contract.

WMI has nearly 450 subsidiaries (nearly all under WMNA) of which less than a handful have been charged by a state or federal government with violation of antitrust laws based upon conduct of the subsidiary while controlled by any WMI company. In each of these cases, swift disciplinary action was taken against the employees involved. All of the WMI subsidiaries involved in these matters listed below are at least three steps removed from WMO.

No WMI company has ever been "debarred," or disqualified from bidding for a waste handling or disposal contract by reason of any alleged antitrust, corrupt practices or unethical conduct.

1. Los Angeles County

In 1987, the County District Attorney commenced criminal and civil actions against Waste Management of California, Inc. and two of its employees alleging they had agreed with other local haulers to allocate certain customers. These cases were settled earlier this year with the company and the individuals pleading no contest and agreeing to the payment of fines. The individuals were terminated from WMNA employment.

2. South Florida

A federal criminal charge was filed against Waste Management Inc. of Florida d/b/a United Sanitation Services alleging customer allocation between 1980 and 1985. The company agreed to plead no contest and to pay a fine; the individual involved was terminated. The State of Florida also filed a civil action which has been settled.

3. Toledo, Ohio

In 1984, the Ohio Attorney General began an investigation of alleged customer allocation in the Toledo area. Subsequently, a federal criminal action was filed against Ohio Waste Systems, Inc. d/b/a Waste Management of Toledo. That company pled guilty to the charge involving conduct prior to November, 1982. Company employees involved were terminated and the company paid a fine. The State of Ohio civil action was also settled.

4. Georgia

In 1983, an affiliated company, Georgia Waste Systems, Inc., and Ray Dinkle, one of its Vice Presidents, were convicted of violating federal antitrust laws. All employees associated with this action were terminated.

Other litigation involving conduct of acquired companies prior to their acquisition:

1. New Jersey

In 1984, the New Jersey Attorney General filed a civil case against 100 defendants alleging customer allocation. SCA Services was one company named; it had been acquired by WMNA in September, 1984. The action remains pending.

2. Rochester, New York

In 1986, a federal criminal charge was filed charging Bestway Disposal Corp. and others with customer allocation. The company pled no contest and has recently paid a fine. Other defendants went to trial and were found not guilty. The conduct of Bestway at issue pre-dated WMNA's acquisition of the company. The individual involved never worked for any WMI company.

In 1987, a civil class action originally filed in Toledo, Ohio, as a follow-up to the criminal action there, was refiled in Philadelphia alleging a national conspiracy to allocate customers between Browning-Ferris Industries, Inc., a nationwide waste hauling company, WMI and WMNA. Defendants have strongly denied these allegations and the case remains pending.

BID BOND

BOND NO. _____
AMOUNT: \$ 100,000

KNOW ALL MEN BY THESE PRESENTS, that WASTE MANAGEMENT OF OREGON, INC.
hereinafter called the PRINCIPAL, and AMERICAN HOME ASSURANCE COMPANY
a corporation duly organized under the laws of the state of New York
having its principal place of business at 500 West Madison Street,
Suite 1000, Chicago, Illinois 60606-2511 in the state of Illinois,
and authorized to do business in the state of Oregon, as SURETY,
METROPOLITAN SERVICE DISTRICT, Director of Solid Waste
are held and firmly bound unto Department, 2000 SW First Avenue, Portland, Oregon 97201-5398

hereinafter called the OBLIGEE, in the penal sum of ONE HUNDRED
THOUSAND DOLLARS (\$100,000) for the payment of which we bind
ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid
for Metro South Station Operations and/or Transport Services,
said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Bid submitted by the PRINCIPAL is accepted, and the
Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall
execute the proposed Contract and shall furnish such Bond or
Letter of Credit and other documents as required by the Contract
Documents within the time fixed by the Contract, then this
obligation shall be null and void; if the PRINCIPAL shall
withdraw its Bid within thirty (30) days of the Bid opening date
or otherwise fail to execute the proposed Contract and furnish
such Bond, Letter of Credit or other documents, the SURETY hereby
agrees to pay to the OBLIGEE the penal sum as liquidated damages,
within ten (10) days of such failure.

Signed and sealed this 20th day of November, 1939.

WASTE MANAGEMENT OF OREGON, INC.

PRINCIPAL

By Dale B. Tauke
Dale B. Tauke, Assistant Secretary

AMERICAN HOME ASSURANCE COMPANY

SURETY

By Rebecca R. Remmers
Attorney-in-Fact
Rebecca R. Remmers

* * * * * 70 Pine Street, New York, N.Y. 10270

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That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.



this 10 day of July, 1981

Frederick C. Orin, Assistant Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK[illegible]

JOHN E. ROBERTSON
Rt. 1, Box 100, New York, N.Y.
Rt. 1, Box 100, New York, N.Y.
Encl. 100, New York, N.Y.
John E. Robertson, New York, N.Y.

Excerpts of Resolutions adopted by the Board of Directors of American Home Assurance Company, Inc. at its meeting of 1940
Insurance Company of Eastern, Palen No. 10, 1940

[illegible][illegible]

"RESOLVED: that any such Attorney's Fact online and a secretarial certification that the foregoing facts are true and correct, together with a certification the date the cert. said date to no not later than the date of entry thereof by said Attorney, shall be:"

I, Maxwell B. Hill, Secretary of American Home Assurance Company, and of National Union Life Insurance Company, of Pittsburgh, Pa., hereby certify that the foregoing excerpts of Resolutions adopted by the Board of Directors of the said companies, and the Powers of Attorney issued pursuant thereto, are true and correct and the originals are deposited with the Public Attorney at Pittsburgh, Pa.

[illegible]

20th

November

89



INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Contract awarded pursuant to this Bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that it is in the public interest to do so (ORS 279.035). Metro finds that it is in the public interest to require the completion of this Affidavit by potential contractors.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

STATE OF Oregon)
) ss.
County of Multnomah)

I state that I am Vice President (Title) of Waste Management of Oregon, Inc. (Name of Firm) and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) Waste Management of Oregon(Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described on the attached sheet.

I state that Waste Management of Oregon(Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Metro

(Name of Public Entity) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Metro (Name of Public Entity) of the true facts relating to the submission of Bids for this Contract.

James E. Dancy, Vice-President
WASTE MANAGEMENT OF OREGON, INC.
Name of Company/Position

Sworn to and subscribed before me this 20th day of Nov., 1989.

Susan Barrett
Notary Public for Mult. Cty. Oregon
My Commission Expires: 7/23/93

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: Metro South Station Operations Bid

Name of Bidder: Waste Management of Oregon, Inc.

Address: 5330 N.E. Skyport Way, Portland, OR 97218

Telephone: (503) 249-8078

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- X 1. Has fully met the Contract goals and will subcontract 7 percent of the Contract amount to DBEs and 3 percent to WBEs.
2. Has partially met the Contract goals and will subcontract percent of the Contract amount to DBEs and percent to WBEs. The Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of Bid opening (or proposal submission date).
3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

James E. Dancy Vice-President
Authorized Signature

November 20, 1989
Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Metro South Station Operations

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons,

Addresses and Telephone Numbers
of DBE Firms Bidder
Anticipates Utilizing
Participation

Nature of
Participation

Dollar
Value of

_____	_____	_____

_____	_____	_____

_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
DBE Percent of Total Bid Price		_____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project Metro South Station Operations Bid

2. Name of Bidder _____

Address of Bidder _____

3. The above-named Bidder intends to subcontract _____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons,
Addresses and Telephone Numbers
of WBE Firms Bidder
Anticipates Utilizing
Participation

Nature of
Participation

Dollar
Value of

Total
Amount of Total Bid Price
WBE Percent of Total Bid Price

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid whether the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder.

The undersigned Bidder states that he/she is: (check one)

1. A resident Bidder X
2. A non-resident Bidder

Indicate state in which Bidder resides: Oregon

Is the Bidder domiciled or registered to do business in the state of Oregon? Yes X No

Bidders not domiciled or registered to do business in Oregon who are awarded a public Contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

SURETY INFORMATION

If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be

American Home Assurance Company whose address is
500 West Madison Street, Ste. 1000, Chicago, IL 60606-2511
(Street) (City) (State) (Zip)

SIGNATURE PAGE

The name of the Bidder submitting this Bid is Jim Dancy, Vice
President, Waste Management of Oregon, Inc. doing business at
5330 N.E. Skyport Way Portland, OR 97218
(Street) (City) (State) (Zip)

which is the full business address to which all communications
concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting
this Bid, or of all of the partners, if the Bidder is a
partnership or joint venture, or of all persons interested in
this Bid as individuals are as follows:

<u>Robert Damico</u>	<u>President</u>
<u>Robert Biggs</u>	<u>Treasurer</u>
<u>James M. Dancy</u>	<u>Vice President & General Manager</u>
<u>Arthur Dudzinski</u>	<u>Vice President</u>
<u>William Jeffry</u>	<u>Secretary</u>

If Individual

IN WITNESS hereto the undersigned has set his/her hand this
_____ day of _____, 1989.

Signature of Bidder

Printed Name of Bidder

Title

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this
_____ day of _____, 1989.

Name of Partnership or Joint Venture

By: _____

(Printed name of Person Signing)

Title: _____

SIGNATURE PAGE (continued)

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 20th day of November, 1989.

Waste Management of Oregon, Inc.
Name of Corporation

Oregon
State of Incorporation

By: Jim M. Dancy

Jim Dancy
Printed Name of Person Signing

Title: Vice President

WASTE MANAGEMENT OF OREGON, INC.

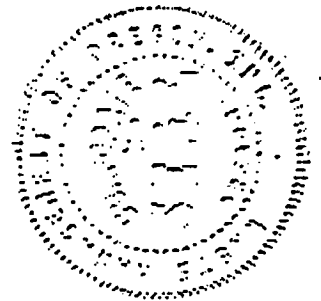
CERTIFICATE OF THE ASSISTANT SECRETARY

I, Dale B. Tauke, the duly elected Assistant Secretary of WASTE MANAGEMENT OF OREGON, INC., an Oregon corporation (the "Corporation"), hereby certify that the following is a true and complete copy of a resolution of the Board of Directors of the Corporation duly adopted by unanimous written consent, which resolution has not been modified, amended or rescinded and is in full force and effect.

RESOLVED: That James M. Dancy, General Manager of the Corporation, be and hereby is authorized, directed, and empowered to execute and deliver for and on behalf of the Corporation any and all bid proposals, contracts, surety bonds, and other related documents deemed by him to be necessary and appropriate to enter into a contract with the Metro South Transfer Station.

DATED: November 20, 1989


Dale B. Tauke, Assistant Secretary



STAFF REPORT

Agenda Item No. 7.4

Meeting Date : November 21, 1989

CONSIDERATION OF RESOLUTION NO. 89-1175, FOR THE
PURPOSE OF APPROVING AWARD OF A CONTRACT FOR METRO
SOUTH STATION OPERATIONS TO WASTE MANAGEMENT OF OREGON.

Date: November 20, 1989

Presented by: Bob Martin
Chuck Geyer

FACTUAL BACKGROUND AND ANALYSIS

On October 30, 1989, Metro issued a Request for Bids (RFB) for Metro South Station Operations as authorized by Resolution 89-1161. On November 20, 1989, three (3) bids were received. Of the bids received, Waste Management of Oregon was determined to be the low, responsive, responsible bidder.

During the bid process, potential bidders were solicited through both advertisement of the project per the requirements of the Metro Code, as well as through the use of the bidders list established when Metro previously contemplated soliciting bids. The latter list was established through the use of national advertisements. A total of seventeen (17) firms or individuals received contract documents for the project.

The contract documents and accompanying communications solicited comments from potential bidders regarding the RFB. In addition, a prebid conference was held on November 9, 1989, to discuss the project and solicit additional concerns. Approximately thirty five (35) comments or questions were received from bidders. Staff responded to these comments/questions by issuing three (3) Addenda containing eleven (11) items, and issuing fifteen (15) clarifications.

The apparent low bid was submitted by Waste Management of Oregon. Staff reviewed the data submitted by Waste Management of Oregon, to determine whether the firm: 1) has equipment available or can obtain such equipment to perform the contract; 2) has key personnel available or can obtain such personnel of sufficient experience to perform the contract; and 3) has not repeatedly breached contractual obligations to public or private contracting agencies. The review included an examination of the bid forms (including the Contract Questionnaire), any existing information contained in Metro files and a review of Dun & Bradstreet reports on the firm.

After investigation of the bid submitted by Waste Management of Oregon, staff concludes that the firm is the lowest, responsive, responsible bidder for the Metro South Station Contract and has submitted to the Executive Officer for review and presentation to Council.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 89-1175 awarding the Contract for Metro South Station Operations to Waste Management of Oregon.

METRO SOUTH OPERATIONS BID RESULTS

WASTE MANAGEMENT OF ORE	TRANS INDUSTRIES	WASTECH
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UNIT BID PRICES

Category 1	\$3.80	\$4.30	\$5.50
Category 2	\$3.75	\$3.80	\$4.35
Category 3	\$3.65	\$3.80	\$4.33
Category 4	\$3.55	\$3.80	\$4.25
Category 5	\$3.50	\$3.20	\$3.95

PROPORTION OF CPI	80%	95%	100%
-------------------	-----	-----	------

LUMP SUM	\$0	\$750,000	\$207,057
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TOTAL BID PRICE (in present value)	\$4,684,195	\$5,517,198	\$5,848,156
---------------------------------------	-------------	-------------	-------------



*Metro
South
Station*

Contract Documents
November 1989

METROPOLITAN SERVICE DISTRICT

PORTLAND, OREGON

CONTRACT DOCUMENTS

for

METRO SOUTH STATION OPERATIONS

CONSISTING OF:

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

CONTRACT FORMS

SPECIFICATIONS

GENERAL CONDITIONS

APPENDIX

October 1989

ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS FOR METRO SOUTH STATION OPERATIONS


TO ALL PLANHOLDERS:

1. INSTRUCTIONS TO BIDDERS, Item 3 (Interpretation of Contract Documents), third sentence:

DELETE "fifteen (15)" and SUBSTITUTE "seven (7)".

Dated on this 3rd day of November, 1989.

METROPOLITAN SERVICE DISTRICT

By: 
Chuck Geyer, Project Manager

ADDENDUM NO. 2

TO THE CONTRACT DOCUMENTS FOR METRO SOUTH STATION OPERATIONS
TO ALL PLANHOLDERS:

1. SPECIFICATIONS, Item 10.0 (SUSPICIOUS OR UNACCEPTABLE WASTE), second sentence:

DELETE the first three lines of this sentence and REPLACE with the following:

"The Contractor shall provide proposed inspection procedures in writing within twenty (20) calendar days of Notice of Award which at a minimum should include the following:".

2. SPECIFICATIONS, Item 30.1 (FUEL STORAGE):

DELETE and REPLACE with the following:

"On-site fuel storage is not available, nor does Metro plan to provide such storage as part of its planned modifications. A fuel truck will be permitted on-site, and with the submission of a plan acceptable to Metro and other appropriate regulatory agencies, the truck may remain on-site overnight.".

ADDENDUM NO. 3

**TO THE CONTRACT DOCUMENTS FOR METRO SOUTH STATION OPERATIONS
TO ALL PLANHOLDERS:**

**1. SPECIFICATIONS, Item 13.0 (CONTRACTOR'S RESPONSIBILITY FOR
TIPPED WASTE)**

DELETE language and SUBSTITUTE the following:

"Contractor shall be responsible for all costs associated with the proper handling and disposal of Unacceptable Waste that has been loaded into a transfer trailer or container, properly sealed and transported to a Disposal Site, to the extent that such costs result from Contractor's failure to use reasonable care in implementing the detection procedures set forth in Section 10."

2. SPECIFICATIONS, Item 32.2 (CLAMSHELL)

DELETE language and SUBSTITUTE the following:

"The Contractor shall be given ownership of the clamshell upon start of operations. Contractor should be advised that the clamshell may be needed for yard debris recovery.".

3. SPECIFICATIONS, Item 32.4 (COMPACTOR REPAIR)

DELETE language and SUBSTITUTE the following:

"The Contractor shall pay for all compactor repairs, including welding repairs and those resulting from poor loading practices and neglect of routine maintenance and normal wear and tear. The contractor shall not be responsible for repair costs due to design and/or manufacturing defects.

Upon completion of the contract term, Contractor shall return to Metro the Metro-furnished compactors in a condition that reflects normal wear and tear. Standard wear parts shall have a minimum 35 percent or one (1) year remaining life, whichever is less. A hydraulic cylinder with more than 65,000 strokes shall be replaced with a factory rebuilt cylinder; all hoses, filters and oil shall also be replaced with cylinder replacement."

4. SPECIFICATIONS, Item 32.5 (COMPACTOR REIMBURSEMENT), fourth line:

DELETE language following the comma and SUBSTITUTE the following:

"if such repair is necessitated due to design and/or manufacturing defects."

5. GENERAL CONDITIONS, ARTICLE 10(B), end of the second sentence.

ADD the following:

", or a delay by the Waste Transport Contractor".

6. GENERAL CONDITIONS, ARTICLE 12(D), first sentence.

After the phrase "Intent to Terminate," ADD the following:

"or gives Metro reasonable assurances that the default will be promptly cured,".

7. GENERAL CONDITIONS, ARTICLE 20(A), second paragraph.

DELETE the phrase "naming Metro as an additional named insured" and SUBSTITUTE the following:

"naming Metro as an additional insured with respect to Metro South Station Operations".

8. BID FORMS, Item 10.

DELETE the phrase "Item No. 5" and SUBSTITUTE the following:

"Item No. 7".

Dated on this 16th day of November, 1989.

METROPOLITAN SERVICE DISTRICT

By:



Chuck Geyer, Project Manager

TABLE OF CONTENTS

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

1.	Description of Services and/or Goods Covered by Bid	1
2.	Definitions	1
3.	Interpretation of Contract Documents	1
4.	Bidder's Understanding	1
5.	Type of Proposal	2
6.	Additional Bid Information	2
7.	Basis of Award	3
8.	Preparation of Bids	4
9.	Submission of Bids	5
10.	Modification or Withdrawal of Bid	5
11.	Bid Security	6
12.	Return of Bid Security	6
13.	Award of Contract	6
14.	Execution of Contract	7
15.	Failure to Execute Contract and Furnish Bonds/Letters of Credit	7
16.	Disadvantaged Business Program Compliance	7

CONTRACT FORMS

CONTRACT	1
PERFORMANCE AND LABOR AND MATERIALS BOND	3

SPECIFICATIONS

1.0	DEFINITIONS	1
1.1	STANDARD SPECIFICATIONS	7
1.2	TECHNICAL SPECIFICATIONS	8
2.0	PROJECT DESCRIPTION/REQUIREMENTS	8
3.0	OPERATING PLAN. GENERAL	9
4.0	WASTE FLOW AND HOURS OF OPERATION	11
5.0	ACCEPTANCE OF ACCEPTABLE WASTE	12
6.0	UNLOADING OF REFUSE AT METRO SOUTH STATION	12
7.0	PIT OPERATION, COMPACTION AND TRANSFER LOADING	13
7.1	PIT OPERATION AND LOADING AFTER JUNE 1990	15
8.0	COMPACTOR OPERATIONS - GENERAL	15
8.1	SAFETY	15
8.2	START-UP PROCEDURE	16
8.3	LOADING THE COMPACTOR	16
8.4	COMPACTION STROKES	17
8.5	ROAD LEGAL PAYLOADS	17
8.6	EJECTING THE BALE	17
8.7	SHUTDOWN	17
8.8	SPILLAGE	17

8.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING	17
8.10 COMPACTOR(s) INSTALLATION AND SHAKEDOWN	18
9.0 TYPE OF WASTES ACCEPTED	18
10.0 SUSPICIOUS OR UNACCEPTABLE WASTE	18
10.1 TESTING AND MANAGEMENT OF SUSPICIOUS WASTE	19
10.2 MANAGEMENT AND REIMBURSEMENT OF UNACCEPTABLE WASTE	20
10.3 CONDITIONS AND LIMITATIONS ON REIMBURSEMENT	21
10.4 GENERAL LIMITATION ON METRO'S LIABILITY	21
11.0 SPECIAL WASTE	22
12.0 REFUSAL OF WASTE BY THE CONTRACTOR	22
13.0 CONTRACTORS RESPONSIBILITY FOR SHIPPED WASTE	23
14.0 CONTINGENCY PLANS. GENERAL	23
14.1 CONTINGENCY PLANS. EMERGENCY	23
14.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM	24
15.0 TRAFFIC CONTROL	27
16.0 SECURITY	27
17.0 LAND FOR STORAGE PURPOSES	27
18.0 CONTAINER STORAGE	28
19.0 YARD DEBRIS RECYCLING	28
20.0 ANTICIPATED ADDITIONAL ACTIVITIES	28
21.0 RECYCLING STATION	29
22.0 INSPECTION	30
23.0 PREFERENTIAL TREATMENT	31
24.0 FIRE CONTROL	31
25.0 VECTOR CONTROL	31
26.0 ODOR, DUST AND NOISE CONTROL	32
27.0 WEIGHING AND BILLING SYSTEM	32
27.1 COMPACTOR WEIGHING SYSTEM	32
28.0 LITTER CONTROL	33
29.0 ON-SITE PERSONNEL	33
29.1 PERSONNEL TRAINING	34
30.0 TRANSFER STATION EQUIPMENT	35
30.1 FUEL STORAGE	35
30.2 TEMPORARY OIL STORAGE	35
30.3 DROP BOXES	35
30.4 RECOMMENDED EQUIPMENT	36
31.0 METRO-SUPPLIED FACILITIES	36
32.0 MAINTENANCE REQUIREMENTS. GENERAL	36
32.1 METRO-FURNISHED EQUIPMENT	36
32.2 CLAMSHELL	37
32.3 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES	37
32.4 COMPACTOR REPAIR	37

32.5	COMPACTOR REIMBURSEMENT	38
32.6	CONTRACTOR-FURNISHED EQUIPMENT	38
32.7	BACKUP EQUIPMENT	38
32.8	BUILDINGS	38
32.9	WEIGHING SYSTEM	39
32.10	COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK	39
32.11	DRIVES AND PAVEMENTS	39
32.12	STREET CLEANING AND MAINTENANCE	39
32.13	RESURFACING PIT FLOOR	40
33.0	HOUSEKEEPING	40
33.1	JANITORIAL SERVICES	40
34.0	LANDSCAPE MAINTENANCE	41
35.0	PERMIT COMPLIANCE	41
35.1	OPERATING PERMITS	41
36.0	UTILITIES	42
37.0	COORDINATION	42
38.0	OPERATIONS REPORTING REQUIREMENTS	43

GENERAL CONDITIONS

ARTICLE 1	General Provisions	1
ARTICLE 2	Intent of the Contract Documents	4
ARTICLE 3	Sequence of Events Following Award	5
ARTICLE 4	Metro's Responsibility	6
ARTICLE 5	Contractor's Representative	6
ARTICLE 6	Independent Contractor	7
ARTICLE 7	Subcontractors	7
ARTICLE 8	Separate Contracts	8
ARTICLE 9	Review of Contract Documents and Site Investigation	8
ARTICLE 10	Liquidated Damages for Delay	9
ARTICLE 11	Suspension of Work	10
ARTICLE 12	Termination for Default	12
ARTICLE 13	Termination for Convenience	14
ARTICLE 14	Metro's Remedies In the Event of Contractor Insolvency, Dissolution, Bankruptcy or General Assignment for Creditors	14
ARTICLE 15	Basis and Method of Payment	15
ARTICLE 16	Metro's Right to Withhold Payment	19
ARTICLE 17	Changes	20
ARTICLE 18	Indemnification	26
ARTICLE 19	Performance and Labor and Materials Bonds	27
ARTICLE 20	Liability Insurance	28
ARTICLE 21	Permits and Regulations	32
ARTICLE 22	Royalties and Patents	32
ARTICLE 23	Taxes and Fees	33
ARTICLE 24	Materials, Employees and Workmanship	33
ARTICLE 25	Arbitration	33

ARTICLE 26	Attorney's Fees	35
ARTICLE 27	Assignment	35
ARTICLE 28	Change of Ownership	35
ARTICLE 29	Disadvantaged Business Program	36
ARTICLE 30	Public Contracts	37
ARTICLE 31	Assignment of Antitrust Rights	38
ARTICLE 32	Contract Term	39

APPENDICES

WASTE FLOW AND TOTAL BID CALCULATION
LOGISTICS FOR SITE CONFIGURATIONS
LANDSCAPE MAINTENANCE SPECIFICATIONS
COMPACTOR CONFIGURATION DRAWINGS
METRO DISADVANTAGED BUSINESS PROGRAM
LITTER PATROL AREA
BID FORMS

COVER PAGES	1
BID SCHEDULE UNIT PRICE OR LUMP SUM BIDS FOR METRO SOUTH OPERATIONS	3
CONTRACT QUESTIONNAIRE	4
ORGANIZATIONAL INFORMATION	5
BID BOND	12
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT	13
NON-COLLUSION AFFIDAVIT	14
DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM	16
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM	17
WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM	18
RESIDENT/NON-RESIDENT BIDDER STATUS	19
SIGNATURE PAGE	20

INVITATION TO BID

INVITATION TO BID

Sealed bids for the operation of Metro South Station addressed to the Metropolitan Service District (Metro), will be received at the office of the Director, Solid Waste Department, 2000 S.W. First Avenue, Portland, OR 97201-5398, until 2:00 p.m., PST, on the 20th day of November, 1989, and then will be publicly opened and read.

The work contemplated consists of the operation of a full service solid waste transfer station serving the disposal needs of the public, commercial collectors and industrial accounts in the Portland metropolitan area for a period of five years. The period of operations for Metro South Station will extend from 12:01 a.m. on January 1, 1990, to 11:59 p.m. on December 31, 1994.

Metro South Station is located at 2001 Washington Street in Oregon City, Oregon, near the Park Place Interchange of I-205. All work shall be completed in accordance with the Contract Documents. The work for Metro South Station consists primarily of the receipt, compaction, and loading of approximately 1,351,660 tons of solid waste over the life of the Contract. The work also includes the maintenance of the facility and equipment, operation of the recycling center and the removal of recyclables from public loads. Additional waste reduction activities as well as the collection of household hazardous waste, are contemplated for the facility but are not to be included in the bid prices submitted.

Drawings and Specifications may be examined at the offices of the Solid Waste Department of the Metropolitan Service District, 2000 S. W. First Avenue, Portland, OR 97201-5398. Three copies of the Documents and one set of the Drawings will be sent to interested bidders at no charge. Additional sets of the Documents may be purchased for \$25 per set and Drawings may be purchased for \$75 per set. The fee for Documents and/or Drawings will be refunded if they are returned in good condition within ten (10) days after bid opening.

All Bidders shall submit a completely executed Questionnaire with their Bid to allow Metro to determine whether the Bidders are qualified. The Questionnaire is bound within the Bid Forms of the Contract Documents and a separate set of Bid Forms will be provided for submittals. Additional Bid Forms may be obtained from Metro. Failure to submit a completed Questionnaire, or to submit any additional information requested by Metro, shall be grounds for rejection of the Bid. Each Bidder must provide data

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

sufficient to demonstrate to Metro that: a) the Bidder has equipment available (or can obtain such equipment) to perform the contract; b) the Bidder has key personnel available (or can obtain such personnel) of sufficient experience to perform the contract; and c) the Bidder has not repeatedly breached contractual obligations to public and private contracting agencies.

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

Bidders may request that any information voluntarily submitted in the Questionnaire, or as part of any investigation to determine a bidder's qualifications, be deemed a trade secret pursuant to ORS 192.500 (1) (b) and (e) if requested in the appropriate place in the Questionnaire or in writing by the person or firm submitting the information.

Each Bid must be submitted on the prescribed form and accompanied by a certified or cashier's check or Bid Bond executed on the prescribed form, payable to the Metropolitan Service District in the amount of \$100,000. The Bid and bid security should be delivered in a sealed envelope marked "Metro South Station Operation Bid" to the attention of Chuck Geyer.

The successful Bidder will be required to furnish the necessary additional Bond, or Letter of Credit, for the faithful performance of the Contract and for the payment of all persons supplying labor and materials as prescribed in the Contract Documents.

In the event that any subcontractors are to be used, Bidders are required to comply with Metro's Disadvantaged Business Program. Bidders are required to make good faith efforts to meet the goals described below. If these goals are not met, good faith efforts in accordance with the Metro Code are required of a responsive Bidder.

Disadvantaged Business Enterprises	7 percent
Women-Owned Business Enterprises	3 percent

The percentage goals are applicable to the total amount of work.

Failure to meet these goals or to demonstrate good faith efforts to do so will constitute a nonresponsive bid. See "Instructions to Bidders" for references to applicable procedures.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

For any task or portion of a task to be undertaken by a subcontractor or materials supplier, the Contractor shall not sign up a DBE/WBE subcontractor or materials supplier on an exclusive basis prior to Contract Award.

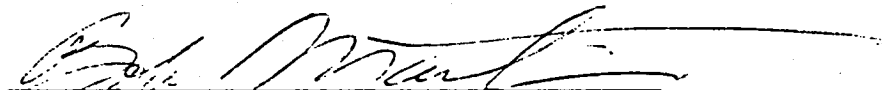
Metro reserves the right to reject all Bids or any Bids not conforming to the intent and purpose of the Contract Documents, to reject for good cause any and all Bids upon a finding of Metro that it is in the public interest to do so or to waive any informality or irregularity in any Bid or Bids. Metro further reserves the right to award the Contract at any time within thirty (30) days following the Bid opening date.

For information concerning the proposed work, or to make an appointment to visit the sites of the proposed work, contact Mr. Chuck Geyer, Analyst, Metropolitan Service District, (503) 221-1646. A prebid conference will be held at 10:00 a.m. on Thursday, November 9, 1989 at Metro.

Dated on this 30th day of October, 1989.

METROPOLITAN SERVICE DISTRICT

By:


Bob Martin, Director
Solid Waste Department

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Description of Services and/or Goods Covered by Bid

The services and/or goods covered by this Bid are described generally in the Invitation to Bid. A more detailed description of services and/or items covered by this Bid is contained in the Specifications.

2. Definitions

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

3. Interpretation of Contract Documents

Any person contemplating the submission of a bid shall have thoroughly examined all of the various parts of the Contract Documents. If there is any doubt as to the meaning or intent of the Contract Documents, the Bidder shall request in writing any interpretation thereof. Such request shall be delivered to Mr. Chuck Geyer at Metro at least fifteen (15) calendar days prior to Bid opening. Any interpretation or change in the Contract Documents will be made only in writing, in the form of a clarification, or an Addendum to the Contract Documents which will be furnished to all Bidders receiving a set of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. Metro will not be responsible for any other explanation or interpretation of the Contract Documents.

4. Bidder's Understanding

Before submitting a Bid, Bidders shall fully examine and read the Contract Documents. They shall visit the Metro South Station and fully inform themselves of all conditions on, in, at and around the site and surrounding areas and of all other conditions relating to the execution of the work to be performed under the Contract. Failure to do so will not relieve the successful Bidder of their obligation to enter into a Contract and to completely perform the Contract in strict accordance with the Contract Documents.

Bidder acknowledges by the submission of its Bid that it has satisfied itself as to the nature of the work involved, the general and local conditions of the Metro South Station, availability of labor, electric power, water, equipment, staging/storage areas and all other matters which may in any way affect the work or the cost of the performance of this

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Contract, whether or not the same is specifically mentioned herein.

Each Bidder shall inform himself/herself of, and the Bidder awarded a Contract shall comply with, federal, state, regional, and local laws, statutes, regulations, ordinances, orders, and all other requirements of law relative to the performance of the Contract. This requirement includes, but is not limited to, applicable requirements concerning minimum wage rates, nondiscrimination in the employment of labor, protection of the public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees and other legal requirements.

5. Type of Proposal

A. Unit Price

Unit price bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimates of quantity of work to be done are tabulated in the Bid and, although stated with as much accuracy as possible, are approximate only and are assumed solely for the basis of calculation upon which the award of Contract shall be made. Data concerning unit price quantities are provided in the Appendix.

B. Lump Sum

For bid items requiring lump sum bids, a single lump sum price shall be submitted in the appropriate place.

C. Percent Adjustment

Annual price adjustments shall be allowed on unit prices as more fully described in the General Conditions. Bidders must propose a percentage of the change in the Consumer Price Index which they will accept as the annual price adjustment. The impact of this price adjustment on the basis of award is described in more detail in the Basis of Award section and the Appendix.

6. Additional Bid Information

Bids received shall be interpreted to cover the work specified in the Contract Documents for operation of Metro South Station, including the receiving, handling and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

compaction of waste, loading of transfer trucks, maintenance of the facility/site, and source separated recycling activities; but excludes the work pertaining to the transport of solid waste to the Gilliam County Landfill and Marion County Waste-to-Energy Facility, as well as the recycling of yard debris or future waste reduction activities/household hazardous waste collection which are currently being considered. The length of the contract is a five (5) year period, and consists of the following three (3) bid items.

Item #1 (Metro South Station Operations) presents monthly tonnage categories for the site. Unit prices are required at the designated tonnages for all categories contained in the Bid Schedule.

Categories 1, 2, 3, and 4 A straight line sliding scale will be developed for tonnage Categories 1, 2, 3 and 4 based on proposed Unit Prices at the specified tonnages. Reimbursement for actual tonnages within Categories 1, 2, 3 and 4 will be based on the incremental Unit Costs from the sliding scale. Metro will guarantee the Contractor a minimum of 15,000 tons monthly for each complete month of the contract. Reimbursement for monthly tonnages of 15,000 or less will be based on the unit price submitted for category 1.

Category 5 Metro will reimburse the Contractor monthly for Category 5 based on the proposed Unit Price applied to all tonnages within this category.

The estimates of quantity of work to be done are tabulated and, although stated with as much accuracy as possible, are approximate only and are assumed solely to compare proposal costs.

Item #2 (Percent Adjustment) is a percentage of the change in the Consumer Price Index which the Bidder will accept as the annual adjustment in unit prices for Item #1.

Item #3 (Fixed Costs) calls for a lump sum price which will be paid to the Contractor in equal monthly installments over the life of the Contract, excluding any extensions. The Fixed Costs amount is not subject to annual adjustment.

7. Basis of Award

Metro staff will examine the Bid information submitted to determine whether the Bid is responsive. If the Bid is

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

deemed responsive, Metro will then calculate each Bidder's Total Bid Price.

Total Bid Price will be calculated using Items #1 through #4 from the Bid Schedule; an assumed four percent (4%) annual increase in the CPI; and by using the estimated monthly flows in the Appendix. An example is provided in the Appendix.

Based on the information submitted, any additional information gathered by Metro, and the calculated Total Bid Price, Metro will determine the lowest responsive, responsible Bidder.

Metro reserves the right to waive any informality or irregularity in any Bid received and to reject any Bid not in compliance with all prescribed public bidding procedures and requirements or the Contract Documents and may reject for good cause any or all Bids upon a finding of the agency that it is in the public interest to do so. Metro reserves the right not to award any contract at all.

8. Preparation of Bids

All blank spaces in the Bid Forms must be completed either by typing or in ink. Amounts in the Bid Schedule (contained within the Bid Forms) shall be shown in both words and figures. No changes shall be made in the phraseology of the forms.

Any bid may be deemed nonresponsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the Documents.

Each Bid shall give the full business address of the Bidder and be signed with the Bidder's legal signature in accordance with the provisions below.

- A. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.
- B. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

- C. In the event that a Bid is submitted by a joint venture, then a copy of the legal agreement constituting such joint venture shall be attached to the Bid.

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

Failure to fulfill any of the above requirements may render the Bid nonresponsive.

9. Submission of Bids

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Forms provided in the Appendix of the Contract Documents (additional forms are available from Metro). Each Bid must be submitted in a sealed envelope, along with the attachments described herein, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

10. Modification or Withdrawal of Bid

Any Bid may be modified after delivery to the location specified in the Invitation to Bid by physically delivering to the same location, before the time fixed for the Bid opening, a written sealed supplement to the original Bid, marked "Supplement to Bid of (Name of Bidder) to Metro South Station Operations." Such supplement shall clearly identify the Bid item(s) which is (are) changed by setting forth the original Bid item(s), and the modified item(s). Metro may reject any supplemental Bid which, in its opinion, does not set forth the proposed modifications clearly enough to determine the definiteness and certainty of the item(s) offered by the Bidder. Telephone or telegraphic modifications are invalid and will not receive consideration.

Bids may be withdrawn by the Bidder prior to the time fixed for the receipt of Bids by having an authorized representative of the Bidder, with sufficient identification, personally pick up the Bid. Bids may not be withdrawn for a

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

period of thirty (30) days after the opening of Bids nor may they be withdrawn on or prior to the last date of any extension of such time as may be agreed upon between Metro and the Bidder.

11. Bid Security

Bids must be accompanied by a certified check or cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in Oregon and having a rating of at least "A" and being the appropriate class for the bond amount according to Best's Key Rating Guide, and must be in the amount of \$100,000. This bid security shall be given as a guarantee that the Bidder will not withdraw his/her bid for a period of thirty (30) days after the Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish the Bond or Letter of Credit required by the Contract Documents.

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

12. Return of Bid Security

Bid securities will be held until the Contract has been finally executed or the thirty (30) day period described above has elapsed, whichever shall occur first, after which all bid securities, other than those which have been forfeited, will be returned to the respective bidders whose bids they accompanied.

13. Award of Contract

Within thirty (30) calendar days after the opening of Bids, Metro will accept one of the bids, or combination of bids, or reject all bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

In the event of failure of the lowest responsive, responsible, qualified Bidder to sign and return the Contract with acceptable bonds, as prescribed herein, Metro may award the Contract to the next lowest responsive,

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

responsible qualified Bidder. Such award if made, will be made within thirty (30) days after the opening of Bids.

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

14. Execution of Contract

The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving Notice of Award, sign and deliver to Metro the Contract attached hereto together with any Bond, Letter of Credit or other documents required by these Documents. Upon receipt of the signed Contract and all other documents required to be submitted by the successful Bidder, as prescribed herein, Metro shall sign the Contract.

15. Failure to Execute Contract and Furnish Bonds/Letters of Credit

A Bidder who receives Notice of Award and who fails to promptly and properly execute the Contract and furnish any required Bond or Letter of Credit shall forfeit the bid security that accompanied his/her Bid, and the bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Contract and furnish the Bond as herein before provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a bid bond.

16. Disadvantaged Business Program Compliance

Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting. If subcontractors are used, the successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. The participation goals for this Contract are: Disadvantaged Business Enterprises (DBEs) -- seven percent (7%), and Women-Owned Business Enterprises (WBEs) -- three percent (3%) of the Total Bid Price. DBEs and WBEs must be

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

certified by the state of Oregon prior to Bid opening as DBEs/WBEs to be counted toward the Contract goals.

The Bid submitted must contain a fully completed Disadvantaged Business Program Compliance form contained herein. The apparent low Bidder, and any other Bidders requested by Metro to do so, shall submit completed DBE and WBE Utilization forms (also contained herein) by the close of the next working day following Bid opening. Detailed procedures for completing the forms and for demonstrating good faith efforts are contained in Metro Code Section 2.04 (Metro's Disadvantaged Business Program) contained in the Appendix. Bidder's special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts). Bidders should note the following requirement of the latter section:

Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before Bids or proposals are due.

The following are minority-oriented newspapers published in the Portland metropolitan area:

The Skanner, 2337 N. Williams Avenue, Portland, OR 97211
(503) 287-3562.

The Portland Observer, P.O. Box 3137, Portland, OR 97208
(503) 288-0033

The American Contractor, P.O. Box 11233, Portland, OR 97217
(503) 285-9000

The El Hispanic, 3302 S.E. 20th Avenue, Portland, OR 97202
(503) 232-5269

The requirement to advertise is but one of the actions necessary to demonstrate good faith efforts under this program.

Failure of the Bidder to substantially comply with all of the requirements of the Disadvantaged Business Program will result in the Bid being deemed nonresponsive.

CONTRACT FORMS

CONTRACT

THIS CONTRACT, Made and entered into by and between the Metropolitan Service District (hereinafter referred to as "Metro"), and _____ (hereinafter referred to as "Contractor").

WITNESSETH, That the Contractor and Metro, for consideration stated herein, agree as follows:

I. Term. This contract shall take effect on January 1, 1990 and remain in full force and effect through and including December 31, 1994, as more fully described in the Contract Documents. The initial term of this Contract may be extended by Metro, in its sole discretion, for additional periods of time as further described in the Contract Documents, provided Metro sends the Contractor a written expression of intent to extend the Contract no less than ninety days prior to the expiration of the initial term or any later term.

II. Scope of Work. The Contractor, in consideration of the sum to be paid him/her by Metro and of the covenants and agreements herein contained, hereby agrees, at his/her own cost and expense, to furnish all permits, personnel, labor, equipment, materials, sites, supplies, trucks, tools, appliances, machinery, appurtenances and other items necessary to provide the services as specified in the Contract Documents, and to do, keep, perform, and furnish all matters and things called for and described in the Contract Documents or necessarily implied therefrom, in the manner and under the terms and conditions prescribed by the Contract Documents.

III. Component Parts of the Contract Documents. The Contract Documents shall include all of those documents and forms described in Item 1.0(E) of the Specifications, all of which are as fully a part of this Contract as if set out verbatim, and if not attached, as if hereto attached. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided in such amendment.

IV. The Consideration. In consideration of the Contractor's performance of the Contract as set forth in the Contract Documents, Metro agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents. In consideration of the latter payments, the Contractor agrees to perform the Contract at the times and in the manner specified herein and to accept as full payment here-

under the amounts computed as determined by the Contract Documents.

V. Remedies for Default. In the event the Contractor shall fail to perform the Contract at the times and in the manner set forth in the Contract Documents, Metro shall be entitled to all the rights and remedies which this Contract provides as well as all of the remedies which are provided by law. Nothing in this Contract shall be construed as limiting or reducing the remedies provided by law which Metro would have in the absence of any provision or provisions of the Contract.

VI. Applicable Law. This Contract is intended to be governed by and to conform in all respects to the Oregon Revised Statutes and all other applicable laws of the state of Oregon.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at 2000 S.W. First, Portland, Oregon, as of this _____ day of _____, _____.

METROPOLITAN SERVICE DISTRICT

By: _____

Print Name: _____

Title: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Print Name: _____

Title: _____

PERFORMANCE AND LABOR AND MATERIALS BOND

BOND NO. _____

AMOUNT: \$1,000,000

KNOW ALL MEN BY THESE PRESENTS, That _____,
_____, CONTRACTOR (Principal), and _____,
a corporation, duly authorized to do a general surety business in
the state of Oregon, as SURETY, are jointly and severally held
and bound unto the METROPOLITAN SERVICE DISTRICT (METRO)
(Obligee) herein, in the sum of One Million
DOLLARS (\$ 1,000,000), for the payment of which we bind
ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE PARTIES RECITE AND DECLARE THAT:

This Bond is executed under the authority of Oregon
Revised Statutes, Chapter 279 of the state of Oregon, the
provisions of which are hereby incorporated into this Bond and
made a part hereof.

The condition of this obligation is such that whereas
PRINCIPAL entered into a certain CONTRACT with METRO, for the
provision of Metro South Station Operation Services, all of which
Contract is hereby fully made a part hereof as if set out fully
verbatim herein, and if not attached, as if hereto attached, and
is hereinafter referred to as Contract. This initial Bond shall
be in effect for the period beginning January 1, 1990, through
and including _____, and shall be subject to and
governed by each and every term and condition of the Contract, as
defined therein.

IN WITNESS:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT
if the above bounden PRINCIPAL shall at the times and in the
manner, and under the terms and conditions prescribed by the
Contract, well, fully, completely, and faithfully do, keep,
perform, and furnish all matters and things which the Contract
requires to be done, kept, performed, and furnished by said
PRINCIPAL, and promptly pay all laborers, mechanics, material
persons, and any other persons supplying goods, equipment,
vehicles, tools, appliances, materials, work or services for use
in the performance of the Contract; then this obligation shall be
null and void; otherwise, it shall remain in full force and
effect.

PROVIDED, HOWEVER:

1. Any payment or payments made by SURETY under this
Bond shall reduce its penalty to the extent of any such payment
or payments;

2. No suit or action may be maintained under this Bond unless it shall have been instituted within one (1) year from the date on which final payment, as defined in the General Conditions of the Contract, falls due or within one (1) year after the termination date of the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense under Oregon law shall be applicable;

3. In the event that METRO serves SURETY with a copy of a written notice of METRO'S intent to suspend or terminate the CONTRACTOR'S performance of the Contract, SURETY shall, at SURETY'S expense, take one of the following actions within ten (10) days of service of such notice upon SURETY:

a. arrange for the CONTRACTOR to cure any defaults in performance and to renew full and complete performance of the Contract;

b. take over and assume full and complete performance of the Contract, or that portion thereof which METRO has ordered the CONTRACTOR to discontinue, and perform the same or sublet the work (or that portion of the work) taken over by a contractor or contractors acting on behalf of SURETY; provided, however, that SURETY shall exercise its option and begin performance of the work, if at all, within ten (10) days after METRO serves SURETY with a copy of the written notice of METRO'S intent to Terminate or Suspend the CONTRACTOR'S Performance of the Contract. If SURETY exercises its option under this paragraph, SURETY shall be paid for all work performed by SURETY in accordance with and subject to each and every term and condition of the CONTRACT.

4. SURETY shall be subject to each and every term and condition of the Contract.

5. For each and every default in performance of the Contract other than nonrenewal of this bond by the CONTRACTOR, METRO shall be entitled to each and every right and remedy against SURETY which METRO has against the CONTRACTOR or SURETY.

6. Any notices required to be served upon SURETY, METRO or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page of this Bond or the last business address of the relevant party known to him/her who gives the notice. The date of service for purposes of this Bond shall be the date on which the relevant document was sent by mail or personally delivered to the proper address.

7. In no event shall SURETY be liable for a greater sum than the penalty of this Bond.

The SURETY, for the value received, hereby agrees that no forbearance under the Contract or extension, alteration, deletion of or addition to the terms of the Contract shall in any way affect its obligations on this Bond and SURETY does hereby waive notice of any such forbearance under the Contract, or alteration, deletion, or extension of or addition to the terms of the Contract.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY
Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

SPECIFICATIONS

SPECIFICATIONS

1.0 DEFINITIONS

For the purposes of this Contract, and each and every one of the Contract Documents, the following terms shall have the meanings hereinafter set forth:

- A. "Acceptable Waste" means any and all waste that is solid waste, as the latter term is defined in ORS 459.005(18) except unacceptable waste, as defined below.
- B. The term "Back-up Transport System" or "Back-up System" means that transportation system plan which Waste Transport Services Contractor has designated and Metro has accepted as the method the Contractor will utilize if a force majeure precludes use of the primary system.
- C. "Cleanup" shall include, but not be limited to, the containment, collection, removal, storage, transport, treatment or disposal of unacceptable waste; site restoration; and any investigations, monitoring, surveys, testing and other information gathering required or conducted by the United States Environmental Protection Agency, the Oregon Department of Environmental Quality, or the Metropolitan Service District.
- D. The term "Container" means the receptacle used to transport waste from the transfer station to a depot or disposal site. The receptacle shall include intermodal containers and transfer trailers, or other means so designated by Metro.
- E. The terms "Contract" and "Contract Documents" include the following:
 - (1) The Advertisement for Bids,
 - (2) The Invitation to Bid,
 - (3) The Instructions to Bidders,
 - (4) The Contractor's Bid including:
 - (a) Cover Pages
 - (b) The Bid Schedule
 - (c) The Bid Bond

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- (d) The Disadvantaged Business Program Compliance Form
 - (e) The Contract Questionnaire (herein referred to as the "Questionnaire")
 - (f) The Non-Collusion Affidavit
 - (g) Resident/Non-Resident Bidder Status Form
 - (h) Signature Page
- (5) The Contract Forms, including the Contract, signed by both parties thereto, the Performance and Labor and Materials Bond, or Letter of Credit,
- (6) These Specifications,
- (7) The General Conditions,
- (8) Any and all Addenda to the Contract,
- (9) Any and all Appendices, Amendments, Change Orders, or extensions of the foregoing documents which the parties have agreed to or which Metro has approved in the manner prescribed by the Contract; provided, however, that appendices and attachments to the Contractor's Bid shall not be considered part of the Contract Documents unless specifically agreed to by Metro.

The terms "Contract," "Contract Documents" and "Documents" shall also mean any and all services, matters and things which the above-described documents require to be done, kept, performed or furnished.

- F. The term "Contract Change Order" means a document prepared pursuant to applicable provisions of the Metro Code and the General Conditions as a change to the Contract, incorporating the approved Contractor's proposal for changes in the Contract. Change orders shall be numbered consecutively in chronological order.
- G. The term "Contract Manager" means Metro's representative for all purposes of this Contract, designated in writing as such by Metro. The Contract Manager is also the liaison between the Contractor, other contractors and Metro's consultants.
- H. The term "Contractor" means the person, firm, corporation or other entity which executes this Contract with Metro.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- I. The term "disposal site" means the Metro-approved disposal site(s) to which "acceptable waste" is transferred and disposed.
- J. The term "force majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism at the site, epidemics, and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of the Contract, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time. Both parties agree that no other events, however catastrophic or uncontrollable, including, but not limited to, changes in laws or regulations, strikes, lockouts, other labor disturbances, breakage or accidents to machinery, equipment or plants, inclement weather, or government orders due to inclement weather, shall be considered forces majeure unless specified herein.
- K. "Hazardous Waste" includes, but is not limited to:
- (1) any waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 6901, et seq. as amended and the regulations promulgated thereunder; or
 - (2) any waste that contains polychlorinated biphenyls or any other substance whose storage, treatment or disposal is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or
 - (3) any waste that contains a "reportable quantity" (including quantities which define Small Quantity Hazardous Waste Generators according to state and federal law) of one or more "hazardous substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder (as of December 31, 1988) and as defined under Oregon Law, ORS 466.605 et seq. and regulations promulgated thereunder; or

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- (4) any waste that contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

L. The term "Infectious Medical Waste" means waste resulting from medical procedures which may cause or is capable of causing disease, as defined in ORS 459, such as:

- (1) Biological waste, including blood and blood product, excretions, exudates, secretions, suctionings and other body fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids.
- (2) Cultures and stocks of etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines. Cultures under this subsection do not include throat and urine cultures.
- (3) Pathological waste, including biopsy materials and all human tissues and anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures; animal carcasses exposed to pathogens in research; and the bedding of the animals and other waste from such animals. Pathological waste does not include formaldehyde and other preservative agents.
- (4) Sharps that have been removed from their original sterile containers, including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes.

M. The term "Load of Waste" means the quantity of waste transported by a container during each trip from a transfer station.

N. The term "lump sum price" refers to the fixed costs associated with the work to be performed.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- O. The term "Metro" means the Metropolitan Service District, its officers, employees, contractors, or authorized agents or servants; the term Metro does not include the Contractor, the Contractor's officers, employees, subcontractors, agents or servants.
- P. The term "Metro South Station" means the Metro South transfer station owned by Metro. The term "transfer station" shall have the same meaning.
- Q. The term Metro South Contractor means the person, firm, corporation or other entity which executes this Contract with Metro.
- R. The term "or approved equal" is used to indicate that the material or product to be supplied or installed must be equal to that specified and approved as such by Metro.
- S. The term "primary transport system" or "primary system" means that mode of transportation which the Waste Transport Services Contractor has designated and Metro has accepted as the transport method the Contractor will utilize.
- T. The term "Request for Proposal" or "RFP" means a request by Metro for a proposal on contemplated changes in the Contract. Such Request(s) for Proposals shall be numbered consecutively in chronological order.
- U. The term "scalehouse" means those facilities the purpose of which is to determine and collect charges from public, commercial and industrial users of Metro South Station. The term "scalehouse" shall include both the buildings used for this purpose and the weighing system.
- V. The term "separate contract" means a contract between Metro and a party other than the Contractor for the transfer, transport, disposal, management, recycling, composting or handling of waste.
- W. "Special Waste" includes, but is not limited to:
 - (1) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (3)-(10) of this definition, below; or
 - (2) waste transported in a bulk tanker; or

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- (3) liquid waste; or
 - (4) sludge waste; or
 - (5) waste from an industrial process; or
 - (6) waste from a pollution control process; or
 - (7) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (2)-(6) of this definition; or
 - (8) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (2)-(7) of this definition; or
 - (9) residential wastes listed in (1)-(8) of this definition only if a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after December 31, 1988, that requires special or additional management that differs from the requirements applicable on December 31, 1988; or
 - (10) any other acceptable waste that Metro designates as a special waste.
- X. The term "staging/storage area" means that Metro-provided area for storage of the Waste Transport Services Contractor's containers. The area will be located at the Metro South Station facility.
- Y. "Suspicious Waste" is waste which the Contractor reasonably suspects or should suspect may be "unacceptable waste."
- Z. The term "temporary staging/storage area" means that Metro-provided area for storage of the Waste Transport Services Contractor's containers, until construction of the "staging/storage" area.
- AA. The term "transporter" means Waste Transport Services Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

BB. "Unacceptable Waste" means any and all waste, excluding all residential waste, that is either:

- (1) a waste which is prohibited from disposal at a sanitary landfill by Metro, state, or federal law, regulation, rule, code, permit or permit condition, adopted plans; or
- (2) a hazardous waste, as defined above; or
- (3) a special waste, as defined above, without an approved special waste permit; or
- (4) an infectious medical waste, as defined above.
- (5) waste that could impede compactor operation.

CC. The term "unit prices" refers to the unit work to be performed.

DD. The term "waste" means "acceptable waste," as the latter term is defined in the Specifications, unless indicated otherwise.

EE. The term "Waste Transport Services Contractor" means the person, firm, corporation or other entity which performs the Waste Transport Services Contract with Metro for transport of waste to the Gilliam County Sanitary Landfill.

FF. The term "work" shall mean, unless the context requires otherwise, all labor, materials, equipment and services required or necessarily implied by the Contract Documents to be provided by the Contractor.

- 1.1 STANDARD SPECIFICATIONS. Applicable sections of the current edition of State of Oregon's "Structural Specialty Code and Mechanical Fire and Life Safety Regulations" shall be in effect unless otherwise specified herein. Copies may be obtained from the State of Oregon, Department of Commerce.

Applicable sections of the current edition of the Oregon Department of Transportation, Highway Division's "Standard Specifications for Highway Construction" shall be in effect unless otherwise specified herein.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

1.2 TECHNICAL SPECIFICATIONS. The technical specifications consist of the STANDARD SPECIFICATIONS and the Specifications included herein. Technical specifications shall be given the following priority:

- A. Specifications included in this Contract.
- B. State of Oregon structural and mechanical regulations cited above.
- C. State of Oregon's "Standard Specifications for Highway Construction" cited above.

2.0 PROJECT DESCRIPTION/REQUIREMENTS. A brief description of the services to be provided is stated in the INVITATION TO BID. To determine the full scope of the work or any particular part of the work, the applicable information in the several parts of these Contract Documents must be read together. The following additional information, though not all-inclusive, is given to assist the Bidders in their evaluation of the work required to meet the project objectives.

When operations begin, this project will provide Metro with a full service transfer station (Metro South Station) serving the disposal and recycling needs of the public, commercial collectors and industrial accounts, as designated by Metro, within the boundaries of the Metropolitan Service District. The operations will be completed in accordance with the Contract Documents, and any regulatory permits or requirements. The period of operations will extend from 12:01 a.m. on January 1, 1990 to 11:59 p.m. on December 31, 1994.

Components of this project include:

- (1) Mobilization of equipment and personnel on to the site.
- (2) Receiving solid waste on-site from the public, commercial haulers and industrial accounts.
- (3) Traffic control.
- (4) The removal of recyclables from public loads by assisting customers.
- (5) Handling, compacting and loading solid waste on-site.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- (6) Operating the Recycling Center.
- (7) Operation and maintenance of Contractor furnished equipment and Metro-furnished equipment and facilities except weighing system.
- (8) Provision and training of personnel.
- (9) Furnishing of all supplies, materials, equipment and services for performance of the Contract.
- (10) Grounds and landscape maintenance.
- (11) Litter control on-site and in Metro designated surrounding areas.
- (12) 24 hour site security.
- (13) Insect, vermin, dust and odor control.
- (14) At least monthly meetings with Metro to report on progress achieved and any special problems encountered.
- (15) Coordination with other contractors.
- (16) Maintenance of safe operating conditions for all customers.
- (17) Demobilization of equipment and personnel from the site upon completion or termination of this Contract.

3.0 OPERATING PLAN. GENERAL. The Metro South Contractor shall conduct the operation of the transfer station and recycling center as described by the Contract Documents, including Drawings provided under separate cover, and maintenance manuals provided by Metro through the manufacturer for Metro supplied equipment.

The Metro South Contractor is responsible for operation and maintenance of Metro South Station. As part of the operation of Metro South Station, the Contractor is responsible for receiving and compacting waste, and loading transfer vehicles. There are two operational phases regarding the compacting and loading of transfer vehicles. The first phase extends from January 1, 1990 until approximately June, 1990. During this phase of operation

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

the Metro South Contractor shall utilize a single AMFAB compactor, located in the transfer tunnel for loading transfer vehicles. During the second phase (June 1990 until Contract expiration) the Metro South Contractor shall utilize two compactors, one AMFAB and the second to be named later, located at the east end of the facility. The modifications at the east end of the facility will occur between December 1, 1989 and June 1, 1990. See the Appendix for drawings and detailed equipment maintenance and operations manuals.

The Contractor is responsible for loading transfer trailers provided by the Waste Transport Services Contractor (transporter) and for supplying and installing a seal. The Contractor will be responsible for loading the containers with a road legal weight, unloading waste from the container if it is found to be overweight, and balancing loads which are found to be out of compliance with appropriate regulations. In addition, Metro reserves the right to contract with other parties for the transport of waste.

The Waste Transport Contractor is responsible for providing empty containers for loading and for shuttling vehicles to and from the compactor in a timely fashion. The transporter will store containers on the east end of the site, and is required to have empty containers available for loading. It is the responsibility of the transporter to determine if the container is overweight or out of balance before moving the container from the transfer station. The transporter is responsible for inspecting and verifying that the seal is installed properly before moving the container from the transfer station, transporting the load of waste from the transfer station to the Gilliam County Landfill, and then unloading it. If the Metro South Contractor improperly installs the seal, the Waste Transport Services Contractor is required to notify the Metro South Contractor prior to leaving the facility and request a new seal. The Metro South Contractor shall comply with any such requests. Failure to request a new seal will preclude Waste Transport Services Contractor from any recovery for damages arising out of any improperly installed seal. In addition, the Waste Transport Services Contractor can request removal of the seal to inspect the interior of the container, its contents, and request and receive a new seal from the Metro South Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

The services provided by the Metro South Contractor shall be performed in accordance with all state, federal and local regulations.

The Metro South Contractor will conduct his/her activities so as to maximize coordination with any Metro-designated party, and to minimize loading and unloading time spent at the transfer station, in a cost effective manner.

The Metro South Contractor shall have the exclusive right and responsibility for the operation of the facility in accordance with the provisions of the Contract Documents for the full term of the Contract Agreement.

The Metro South Contractor shall be responsible for any damage attributed to his/her operations caused to Metro-owned or privately-owned facilities including, but not limited to, equipment used in the loading and transport of the containerized waste. The Metro South Contractor shall repair or replace any such damage at no additional charge to Metro in a timely manner.

- 4.0 WASTE FLOW AND HOURS OF OPERATION. The facility will be open for the public, commercial haulers, and industrial accounts from 6:00 a.m. to 6:00 p.m., seven days a week, except for Christmas and New Year's Day. Metro reserves the right to prohibit or limit the type or types of accounts which may use the facility.

The Contractor shall not be entitled to any reimbursement, under any provisions of these specifications or the General Conditions, for costs or revenue losses due to changes by Metro in the type of accounts which may use the facility, or in a decrease in the number of hours the facility is open. Metro shall provide the Contractor with fifteen (15) days written notice of any change in hours of operation or types of accounts which may use the facility.

The Metro South Contractor will provide staff as necessary to accomplish the tasks contained in these Documents.

Waste volumes at each facility will fluctuate daily, weekly and monthly. Peak periods generally occur daily between 10:00 a.m. and 2:00 p.m. The Contractor must be capable of handling these variations such that the operations at the transfer station are not impeded.

Once the transfer station is closed each day the Contractor must continue to provide the necessary services and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

equipment until all the waste has been removed from the transfer station. For a detailed analysis of projected waste flow on an hourly, weekly, monthly, and yearly basis, refer to the APPENDIX in this document. These projections are estimates only and shall not be regarded as guaranteed flows.

5.0 ACCEPTANCE OF ACCEPTABLE WASTE

The Contractor shall operate the Facility to receive regular deliveries of Acceptable Waste on a seven-day per week basis from drop box trucks, compactor-type vehicles, large dump trucks, private citizen vehicles and other vehicle types approved by Metro. The Contractor shall accept all waste which is delivered to the Metro South Station, except waste which is Unacceptable Waste as defined in this Contract, or so specified in the future.

Metro employees, operating the scalehouse, shall make all determinations regarding fees to be paid by haulers using the Facility, including the determination as to the percentage of recyclables contained in any given load.

Each commercial Acceptable Waste hauling vehicle shall be weighed by Metro upon entering the Facility to determine the net weight of Acceptable Waste delivered. The empty or tare weight of each commercial vehicle shall be established and recorded so that the vehicles will not be required to re-weigh each time after unloading. The tare weights must be determined a maximum of twice each year without advance notice to the vehicle owners or drivers.

All Recovered Materials, compacted waste, and Unacceptable Waste shall be weighed by Metro prior to removal from the Facility. This data will provide checks on the Facility efficiency and known quantities for Materials Recovery and landfilling.

The Contractor shall be required to accept all Metro Acceptable Waste specified in the Agreement unless it is unable to operate because of planned downtime at the Facility.

6.0 UNLOADING OF REFUSE AT METRO SOUTH STATION. Refuse brought by vehicles with automatic unloading mechanisms will be directed to the commercial unloading area. Other vehicles will be directed to the public unloading area. All vehicles not equipped with automatic unloading devices must utilize unloading stalls equipped with a safety cable.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

During heavy public volumes, the Contractor can replace safety cables and direct the public to the commercial area. Metro may direct the flow of traffic at any time for any purpose. Waste will not be unloaded on the tipping floor at any time except for purposes of materials recovery or identification of suspicious waste, as authorized or directed by the Metro facility supervisor.

7.0 PIT OPERATION, COMPACTION AND TRANSFER LOADING

Solid waste delivered to the pit shall be spread and run over using a D-7 CAT or approved equivalent. The depth of refuse in the pit shall not reach a point where unloading by users is hampered, unless authorized by facility supervisor. The waste shall then be loaded into the compactor unit until an acceptable length and weight for the transporter is achieved. The Contractor is responsible for the compaction and extrusion, into the transporter's container, of an untied bale of waste that, when extruded, measures seven and one-half feet by seven and one-half feet by up to 39 feet long. Typically the compactor averages between a density of 680 lbs/cu. yd. and 790 lbs/cu. yd. based on the composition of the waste. However, Waste Transport Services Contractor's transportation system is capable of transporting densities up to 900 lbs/cu. yd. The transporter is responsible for positioning the container to the compactor for receiving the load, removing the loaded container, and positioning the next container.

The Metro South Contractor shall use best faith effort to maximize the transporter's payload, without overloading the container. The Metro South Contractor is responsible for removing waste as necessary to correct loads which exceed the length and/or weight capabilities of the transporter. The Metro South Contractor shall be entitled to a bonus per the formula below, for maximizing the Waste Transport Services Contractor's payloads. The bonus is an attempt to share Metro's transportation cost savings resulting from transporting loads at densities greater than 790 lbs/cu. yd. (28 tons).

COMPACTION MAXIMIZATION BONUS

1. Base tonnage (BT)=(Loads/Mo.) x 28 tons
2. Tons transported (TT)= Tons transported per month
3. Bonus tons = (TT - BT) + (Bonus tons from previous month)

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

If "bonus tons" is greater than zero, the Contractor receives a per ton bonus equal to 50 percent of the Metro South Station Contractor's Unit Price per ton payment for each "bonus ton" for that month, and "bonus tons from the previous month" is equal to zero for the following month. If "bonus tons" is less than zero, then it is carried forward in equation 3 as "Bonus tons from previous month" to reduce any "bonus tons" accrued during the following month.

At the completion of extruding the waste into the container, the Contractor is responsible for installing a lock seal on the container, such as a flat metal seal that prohibits removal by hand. Each seal shall be marked with three letters (e.g., MSS for Metro South Station) identifying the facility, the Contractor and a sequentially increasing set of at least four digits.

Example: MSS-CON-0000

The operator shall record the container identification number and enter the seal code into the computer (supplied by Metro) which generates the load manifest.

It is the responsibility of the Waste Transport Services Contractor to ensure that the seal was properly installed before the container leaves the staging/storage area. Once the transporter has verified that the seal is properly installed, the waste contained within the container is the responsibility of the transporter until the seal is broken by the disposal site operator. If the seal is broken by other than disposal site personnel, the transporter will be responsible for all associated costs and liabilities involved with managing any waste contained within the container, above and beyond normal disposal costs.

If the Contractor improperly installs the seal, the Waste Transport Services Contractor is required to notify the Contractor prior to leaving the Facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Waste Transport Services Contractor from any recovery for damages arising out of any improperly installed seal. In addition, the Waste Transport Services Contractor can request removal of the seal to inspect the interior of the transfer trailer, its contents, and request and receive a new seal from the Metro South Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

7.1 PIT OPERATION AND LOADING AFTER JUNE 1990

The compactor unit will be located in the transfer tunnel until approximately June, 1990. After this time, Metro will have retrofitted the east end of the facility to accommodate two compactors. When the modifications are complete, a new compactor will be installed and tested. Once operational, the compactor in the loading tunnel will be relocated to the east end. Drawings of the anticipated configuration and its logistics are contained in the Appendix and separate drawings. Metro will supply thirty (30) days notice prior to such relocation. The control panel for the dual compactor configuration will be located above the openings to the compactors loading hoppers in the Control Room.

- 8.0 COMPACTOR OPERATIONS - GENERAL. The following is a brief description of how the AMFAB Transpak 500 compactor works. If some alternative compaction system is installed, the Metro South Contractor shall be responsible for the same maintenance and operational duties as described herein, without additional compensation to the Contractor.

The compactor is loaded by pushing waste from the pit floor through a hopper into a loading chamber. When the loading chamber is full, a ram (platen) pushes the waste out of the load chamber area (clear stroke) and then retracts. The clear stroke is generally repeated a few times, followed by a compaction stroke. This loading procedure is continued until a predetermined weight is reached, as indicated by an electronic scale readout. At any time during extension of the platen, the operator can reverse it.

Upon reaching the predetermined weight or the maximum length (whichever comes first), the loader operator can signal the console operator indicating that a bale is complete and ready to be ejected into the trailer (when compactor is located in loading tunnel). For east end compactors, control room operator will signal console operator.

The compactor is designed to accept approximately 15 cu. yd. of waste per packing stroke, build a load in 10 minutes, and complete the transfer in 2 minutes.

- 8.1 SAFETY. It is the Contractor's responsibility to assure that personnel are in a safe location relative to the compactor at all times, including but not limited to, start-up, operation, and maintenance. The machine should

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

not be worked on unless the power to the unit is locked out. The Contractor is also responsible to provide initial and ongoing training (including manufacturer's certification) for all operators and maintenance personnel of the compactor. The Contractor shall maintain all warnings and decals attached to the machine.

8.2 START-UP PROCEDURE. After or during maintenance, the Contractor is responsible to follow the compactor start-up procedures listed in the operator's manual.

8.3 LOADING THE COMPACTOR.

A. Building the Bale. Steps for building the bale, described in the operator's manual, should be followed.

B. Material Limitations. It is the responsibility of the Contractor to load the compactor so it will function properly without jamming, puncturing the compactor or container walls, causing fire, explosion, or any other damage. In general, materials of concern such as those listed below should either make up a minimal portion and be placed in the middle of the load or be excluded/removed, to avoid problems. Materials listed in item #1 should be excluded from the compactor and the Contractor will receive additional compensation for their proper disposal (the Contractor must use best faith efforts to identify generator) if they cannot be recycled. Materials listed in items #2, #3, #4, and #5 shall be accepted and managed with appropriate caution during the loading procedure, unless they occur in quantities which exclude them under other sections of this Contract.

(1) Construction debris (large structural timber or steel), engine parts, car axles and other materials may puncture the walls of the container or compactor. Concrete or rock (greater than 3 feet in diameter) or large stumps.

(2) Sheetrock and cement in large quantities.

(3) Tires.

(4) Flammables such as aerosol cans, thinners, and paints.

(5) Explosives and semi-explosives.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- C. Consistent Length and Weight of Payload. Waste loaded into the compactor should be well mixed such that consistent density and length of maximized payloads are produced. This includes mixing dry garbage with very wet loads to avoid short dense payloads and very loosely packed garbage loads which may cause fires as well as produce underloads should be avoided.
- 8.4 COMPACTION STROKES. It is the responsibility of the Contractor to use the appropriate number of compaction strokes with each type of load in an attempt to achieve consistent, cost effective road legal payloads (with balanced axle weights).
- 8.5 ROAD LEGAL PAYLOADS. Total weight of payloads can be determined from the compactor scale readout. Metro will provide a chart based on truck type which indicates the maximum weight for a given bale length. It is the responsibility of the operator to monitor the scale weight and to not exceed the maximum legal transport weight or axle weight. If an overload does occur, based on either total weight or unbalanced axles, the Contractor must reduce the bale weight such that the transporter will be road legal.
- 8.6 EJECTING THE BALE. The Contractor should follow steps for the compactor unloading procedures indicated in the operator's manual.
- 8.7 SHUTDOWN. Shutdown procedure, carried out at the operator's console, should be carried out as indicated in the operator's manual. Every day after shutdown, the machine shall be checked for hydraulic leaks at the power unit and field plumbing.
- 8.8 SPILLAGE. The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale. All waste spilled must be cleaned up after each bale is ejected.
- 8.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING. It is the responsibility of the Contractor to check and maintain each of the load cells, such that overloads do not occur. Checking and maintenance of the load cells includes a weekly comparison with weighing system certified scales. In the event that an overload does occur due to a malfunctioning load cell, the Contractor must reduce the weight such that the transporter's bale will be road legal. It is the Contractor's responsibility to repair the load

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

cell as soon as possible in order to continue operating without overloads.

- 8.10 COMPACTOR(s) INSTALLATION AND SHAKEDOWN. The Metro South Contractor shall not be entitled to any reimbursement for closure of the facility due to compactor installation, provided that Metro notifies the Contractor thirty (30) days in advance of such closure. Metro shall install the east end compactor within seven (7) days from the date stated in the closure notification to the Contractor. If Metro fails to provide notice or exceeds the installation period stated above, the Contractor shall be entitled to the remedies provided in Article 11C of the General Conditions.

After installing the first east end compactor, a three (3) week shakedown and testing period will follow to determine whether the compactor meets specifications. During this period the Contractor shall operate Metro South Station, utilizing both compactors as available. After completion of acceptance testing for the east end compactor, the compactor located in the loading tunnel shall be moved to the east end. The notification, shakedown, and acceptance testing described above shall apply to this movement and installation.

Metro will indicate in writing to the Contractor when the installation and shakedown periods have ended. The Contractor shall assist Metro in any determination of compactor acceptance, and state any objections in writing.

- 9.0 TYPE OF WASTES ACCEPTED. The Contractor shall accept all waste which is delivered to the Metro South Transfer Station, except waste which is unacceptable as defined in this contract.
- 10.0 SUSPICIOUS OR UNACCEPTABLE WASTE. The Contractor shall inspect all waste delivered to the Metro South Transfer Station in a manner which is reasonably necessary to determine whether or not such waste is Unacceptable Waste as that term is defined in Section 1.0 of these Specifications. The Contractor shall provide proposed inspection procedures in the Contract Questionnaire which at a minimum should include the following:
- A. Waste that is received at the transfer station shall be visually inspected as it is being tipped into the pit. Visual inspection shall be done by at least one person, whose duty is to monitor the tipping of waste. A

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

communication device shall be provided that will allow communication between the inspector and the equipment operator in the pit; and

- B. Metro shall randomly select at least two loads of waste delivered to the transfer station each day. The selected waste hauler shall be instructed to dump approximately four cubic yards into a stall on the commercial side of the tipping floor for inspection by the Contractor's designated inspector. The hauler should be encouraged to wait for the inspector to finish manually searching through the waste; and
- C. Records will be kept for each load physically inspected, and for any instances when unacceptable waste has been delivered to or found on the site. These records shall include, at a minimum, time, date, name of hauling firm, name of driver, source of waste, vehicle identification numbers, type and quantity of unacceptable waste found, and any other observations made by the inspector. A Metro employee and the Contractor's inspector will both sign the record form to verify that the waste inspected or found was delivered by the named hauler.
- D. Inspectors shall be trained to spot suspicious and unacceptable waste. Inspectors must be knowledgeable of the identifiable characteristics of unacceptable waste, the distinctive markings on containers of unacceptable waste, and available field and laboratory tests to detect unacceptable waste. Inspectors shall also be trained in documenting the person or persons who disposed of the unacceptable waste by methods sufficient to prove responsibility in a court of law. Inspectors shall also be trained in the safe handling of the various types of wastes encountered.

- 10.1 TESTING AND MANAGEMENT OF SUSPICIOUS WASTE. The Contractor shall manage any Suspicious Waste delivered to the Metro South Station in accordance with all requirements of the law, and shall cause to be performed any testing of the "Suspicious Waste" which is reasonably necessary to determine whether or not the waste is unacceptable waste. All sampling and testing of suspicious waste shall be done immediately after delivery of such waste to the Metro South Station and shall be consistent with, but not limited to, OAR 340-108-050.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Metro will reimburse the Contractor for fifty percent (50%) of any testing and management costs which the Contractor reasonably incurs under this section if test result determine the waste to be acceptable. Refer to the following section for reimbursement conditions if test results determine the waste to be unacceptable.

- 10.2 MANAGEMENT AND REIMBURSEMENT OF UNACCEPTABLE WASTE. If any inspection or testing performed or caused to be performed by the Contractor (or any governmental authority or agency having jurisdiction over unacceptable waste) reveals that any waste which is delivered to the Metro South Station is unacceptable waste, the Contractor shall perform the cleanup of such Unacceptable Waste in accordance with all requirements of law. Metro will reimburse the Contractor for one hundred percent (100%) of the cleanup costs (see definitions) which the Contractor reasonably incurs under this section, except as provided in (E) below.

When the Contractor detects that unacceptable waste has been unloaded at the facility the Contractor shall at a minimum:

- A. Use good faith efforts to identify the person or persons who dumped the waste by methods which are generally accepted as sufficient to prove responsibility for disposal by a preponderance of the evidence; and
- B. Require the person or persons who dumped the waste to perform the cleanup of the waste immediately, and in a manner which minimizes contamination of the transfer station and acceptable solid waste, minimizes risk of damage to persons or the environment and is in accord with state and federal regulations; and
- C. If the responsible person(s) is unknown or in the Contractor's judgement incapable of complying with the requirements as specified above, then the Contractor shall perform the cleanup of the waste immediately, and in a manner which minimizes contamination of the transfer station and acceptable solid waste, minimizes risk of damage to persons or the environment and is in accord with state and federal regulations; and
- D. Notify Metro as soon as possible; and
- E. If the cleanup of the unacceptable waste is not carried out, as specified above, within a reasonable time,

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Metro shall cause the cleanup to be performed at the Contractor's expense.

10.3 CONDITIONS AND LIMITATIONS ON REIMBURSEMENT. The following conditions shall apply to the Contractor's right to any reimbursement under Section 10 of these specifications:

- A. The Contractor shall use good faith efforts to identify, by methods which are generally accepted as sufficient to prove responsibility for disposal by a preponderance of the evidence, the person or persons who are responsible for the unacceptable waste for which the Contractor seeks reimbursement for expenses associated with the cleanup of such waste; and
- B. The Contractor shall preserve and protect any and all evidence which may assist Metro in proving ownership of or responsibility for the unacceptable waste; and
- C. The Contractor shall fully document the Contractor's actual costs and the reasonableness of the Contractor's actual costs for testing and managing suspicious waste and for cleanup of unacceptable waste.
- D. Metro's reimbursement to the Contractor pursuant to this section is limited to costs which are considered reasonable by Metro, or result from arbitration pursuant to the general conditions.
- E. The Contractor must prove by clear and convincing evidence that the Contractor used reasonable care in its inspections and other measures to prevent such unacceptable waste from being dumped in the facility.
- F. Any other conditions precedent or limitations upon reimbursement established by the Contract remain valid.
- G. The Contractor shall comply with Section 10 of these Specifications.

10.4 GENERAL LIMITATION ON METRO'S LIABILITY. Except as otherwise provided in Section 10 of these Specifications, Metro shall have no duty to reimburse the Contractor for nor to hold harmless, indemnify, nor defend the Contractor against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever character or kind which may arise directly or indirectly from or are in any way connected with any negligent acts or

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

omissions of the Contractor which relate to the management or disposal of unacceptable waste.

11.0 SPECIAL WASTE. The Contractor shall use the inspection procedures in Section 10 to exclude special waste from being delivered to the disposal site, unless Metro has issued a Special Waste Permit, that authorizes the waste to be disposed at Metro South Station.

A. Prior Approval Process. Metro is responsible for prior approval of applications to dispose of special waste at the facility. Information submitted by applicants may also be reviewed by the Oregon Department of Environmental Quality (DEQ).

B. Notification of Approval and Appointment. Metro will send a copy of the special waste permit plus appropriate approvals and information to the Contractor before the waste is accepted at the site. The Contractor will be given at least twelve hours from the time of receiving these materials to request additional information or testing. Metro will assume that the Contractor is satisfied that the special waste is acceptable if no requests are made.

Metro requires that an appointment be made prior to delivery of the special waste by the permit applicant. Metro's scalehouse personnel will prepare a written record of each request for an appointment to dispose of special wastes at the facility. Metro's scalehouse personnel shall submit completed appointment forms to the Contractor prior to 4:00 p.m. on the day preceding the date of disposal.

C. Payment for Special Waste Handling. If additional work is required of the Contractor due to the handling of special waste, the Contractor shall be entitled to additional payment per Article 17 of the General Conditions.

12.0 REFUSAL OF WASTE BY THE CONTRACTOR. The Contractor may refuse to accept any waste at the facility if the Contractor can demonstrate that acceptance of this waste is prohibited by current state or federal regulations, the solid waste permit, or is an unacceptable waste as defined in this contract. The Contractor shall immediately notify Metro's scalehouse personnel in writing of this refusal including the justification. For any portion of the waste which has been unloaded, the Contractor shall follow the

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

procedures specified under the section for "Suspicious and Unacceptable Waste" in this contract. Records must be kept by the Contractor which contain the following information regarding the party which unloaded the waste: date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste, and approximate volume.

- 13.0 CONTRACTORS RESPONSIBILITY FOR SHIPPED WASTE. The Contractor shall become responsible for all costs associated with the cleanup and proper management of unacceptable waste that has been loaded into a transport container, properly sealed and transported to a disposal site. If the seal is intact upon arrival at the disposal site, the Contractor shall not be reimbursed by Metro for any cost associated with the cleanup of the unacceptable waste or any material contaminated by it at the disposal site.
- 14.0 CONTINGENCY PLANS. GENERAL. The Metro South Contractor will submit to Metro for approval, comprehensive plans for dealing with the following:
- A. Emergency operating procedures in the event of a work stoppage by any of the Contractor's employees.
 - B. Emergency bad weather operating procedures.
 - C. Contingency in event of equipment failure at Metro South Station. Plans must include time frame for the implementation of the plan, and the sources for, and description of replacement equipment. Contingency plans must be approved by Metro.
 - D. Construction of staging/storage area and compactor installation.
- 14.1 CONTINGENCY PLANS. EMERGENCY. The Metro South Contractor will provide to Metro a comprehensive plan for the facility and transfer vehicles (while at the site) designed to minimize hazards to human health and the environment; damage to buildings and the site; the interruption of normal transfer station operations; due to:
- A. Fires
 - B. Explosions
 - C. Release of hazardous substances

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

D. Discovery of unacceptable waste

E. Power outages

The contingency plan must include:

- (1) A description of actions facility must take in response to A, B, C, D, and E above.
- (2) Evidence of arrangements with local emergency response agencies setting forth what services will be rendered by each agency in the event of an emergency.
- (3) Names and telephone numbers of all persons who are designated as emergency coordinators by the Contractor. Emergency coordinators must be at the facility or easily communicated with by telephone or radio within five (5) minutes of an emergency. Emergency coordinators must be thoroughly familiar with all parts of the contingency plan and direct emergency response drills at least twice per year.
- (4) A diagram of the location and intended use of all emergency equipment.

14.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM. An employee safety orientation and training program will be implemented prior to the start of the Contract, and will continue throughout the term of the Contract. The Facility Manager will designate a member of the staff to serve as the Facility Safety Coordinator. The coordinator will be responsible to guide and direct the facility's safety program. Specifically, the coordinator will be responsible for the implementation of the following program requirements:

- A. Newly hired employees will be provided with orientation on the facility safety program and emergency contingency plan, and be given specific instruction regarding basic personal safety.
- B. Regularly scheduled safety meetings will be held for each working group within the organization. Each meeting will include instruction on a particular safety rule, procedure, tool, safety device or protective equipment, or potentially hazardous condition. Where appropriate, the meetings will utilize visual aids and demonstration gear and provide time for questions and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

discussion. A record of each meeting will be retained which will include the date and time, the subject and major items covered, the instructor or discussion leader and attendees. These record will be presented to Metro at monthly meeting at least quarterly.

- C. First aid instruction will be provided for all members of the staff. Arrangements will be made with a local agency or association that is qualified to conduct American Red Cross First Aid instruction. There will be at least one employee on duty with a first aid card at all times, and one certified in cardiopulmonary resuscitation (CPR) from 8:00 a.m. to 5:00 p.m. on weekdays and weekends.
- D. In compliance with the Federal Hazard Communication Standards, operators and maintenance personnel as well as administrative employees, where appropriate, will receive specific instruction regarding the hazards associated with the chemicals utilized at the facility and the location of information concerning each.
- E. Fire prevention and fire fighting instruction will be periodically conducted for all employees, with assistance from local fire authorities.
- F. All personnel will receive instruction about how to detect suspicious and unacceptable waste before and after it is unloaded into the pit. This includes instruction about how to locate and identify Department of Transportation packaging markings and how to identify PCB transformers and capacitors. All personnel must be knowledgeable of the identifiable characteristics of unacceptable waste, the distinctive markings on containers of unacceptable waste, and the use of field and laboratory tests to detect unacceptable waste. Personnel shall also be trained to identify the person or persons who disposed of the suspicious or unacceptable waste by methods sufficient to prove responsibility in a court of law.
- G. All personnel will receive instruction concerning procedures for effective cleanup and management of suspicious and or unacceptable waste once it is detected in the collection vehicles, pit, or transfer vehicles.
- H. All personnel will receive instruction concerning detailed procedures to effectively respond to the

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

emergency situations described in the section entitled
CONTINGENCY PLAN. EMERGENCY.

The training program for Items F, G, and H must be developed and presented by persons with professional qualifications in the area of unacceptable waste detection and management, and hazardous substance spill response acceptable to Metro. A record of such instruction will be retained which will include the date and time, the subject and major items covered, the instructor or discussion leader and attendees.

- I. A routine inspection and testing program will be implemented for all safety and emergency related equipment and protective devices. Results will be discussed at the monthly meeting.
- J. A thorough investigation of all accidents will be conducted to ascertain the cause and methods of preventing a reoccurrence of similar accidents. If appropriate, the staff will be assisted by members of the home office staff.
- K. A copy of the Employee Safety Manual will be issued to each member of the staff for use in training sessions as well as for personal reference.
- L. Safety bulletins or posters will be posted. Such bulletins will include information concerning accidents, hazards or hazardous conditions occurring elsewhere in the industry as well as safety reminders.
- M. Routine walk-through inspections will be conducted by the Contractor through all areas of the facility. The inspections shall seek out any potential or current safety hazards including permanent equipment and building features.
- N. All applicable OSHA standards will be observed. The Contractor will make available to Metro's employees upon request all information about the safety and emergency program and a copy of the training material. The Contractor will be responsible for the occupational health and safety of all persons employed by the Contractor.

The Contractor will conduct tests for dust, noise and hazardous gases at least once each year, utilizing OSHA standards.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

If death, serious injuries or damage is caused by an accident, the accident shall be reported immediately by telephone or messenger to Metro. In addition, the Contractor must promptly report in writing to Metro all accidents whatsoever arising out of, or in connection with the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Metro, giving the details of the claim.

- 15.0 TRAFFIC CONTROL. The Metro South Contractor shall have responsibility for controlling the movement of traffic on-site and off-site if needed. This shall include the optimal use of queuing lanes and unloading spaces, and the provision of personnel to direct traffic. The Contractor shall provide at least two (2) people, equipped with radio communications, to direct traffic the first six (6) months of the contract to facilitate transport movement from the west end compactor and during construction delays.

The Contractor shall assist all disabled vehicles and remove them from the traffic ways if necessary.

The parking area near the front of the facility is available for use by the Contractor's employees, as is the area indicated on the drawings in the Appendix which describe the staging/storage area. All other parking areas will be approved by Metro. Metro reserves the right to change parking areas as necessary.

- 16.0 SECURITY. The Metro South Contractor is responsible for 24-hour site security, 365 days a year, to ensure no unauthorized site entry and/or facility misuse. The Contractor shall make good all damages resulting from his/her failure to provide adequate security. Such security shall include the staging/storage area.

- 17.0 LAND FOR STORAGE PURPOSES. On-site storage of equipment, rolling stock and supplies, is not available unless otherwise specified. Upon notice, Metro will have the right of access to all storage areas occupied by the Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- 18.0 CONTAINER STORAGE. A container staging/storage area will be provided at Metro South Station such that the Waste Transport Services Contractor can store approximately 108 of the transporter's containers on-site at any one time. At least one of the containers must be empty. The transporter will shuttle (via a "yard goat") the empty container to the compactor, load it and return it to the staging area. The transporter must supply sufficient empty containers such that operation of the transfer station is not impeded. No loaded containers shall remain at the transfer station greater than 24 hours except for weekends, inclement weather, or an occurrence of a force majeure affecting the transport contractor. If space is available, the Metro South Contractor may be permitted to store equipment in the staging area.

Construction of the area, as well as related landscaping, will occur during the first six months of this contract. Diagrams of storage and container movements for both the period prior to, and after June 1990, is provided in the Appendix. Drawings of the proposed modification will be provided under separate cover. Metro anticipates that changes in operating procedures may be required during construction of the modifications. The Contractor is required to make such changes as necessary to continue operation of the facility. The Contractor may petition Metro for increased costs incurred, if any, under Article 17 of the General Conditions.

- 19.0 YARD DEBRIS RECYCLING. Metro has committed to receiving source separated yard debris in approximately June of 1990. Metro anticipates that such an operation will utilize the loading tunnel for this purpose, once the compactor has been removed. Metro will work with the Contractor in developing such a program. The Contractor will be reimbursed per the change order procedures contained in the General Conditions.

- 20.0 ANTICIPATED ADDITIONAL ACTIVITIES. Metro anticipates a number of changes to this Contract which will increase the Contractor's duties. Two such changes are generally described below. The Contractor would be reimbursed for such activities through the change order procedure.

A. Household Hazardous Waste Collection. Metro will be examining the possibility of establishing a depot for the collection of household hazardous waste.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- B. Loads to the Marion County Waste-to-Energy Facility. Metro has historically provided waste to this facility and may perhaps do so in the future. The facility's design would require the use of self-unloading trailers.

21.0 RECYCLING STATION. The Contractor shall be required to maintain, clean and operate the recycling station on a daily basis. The recycling station shall act as a storage/processing area for recyclable materials which are separated prior to entering the facility, as a place to high-grade white goods for recycling, and receive recyclables which are recovered from public loads. The recycling station will handle the following materials:

Newsprint	Glass	Aluminum
Tin Cans	Mixed Ferrous	Mixed Non-Ferrous
White Goods	Corrugated Paper	Tires
Used Motor Oil		Car Batteries

All source separated materials will be stored in containers furnished by the Contractor. The Contractor will provide sufficient labor and equipment to:

- Recover recyclables from public loads which are not source separated by informing the customer of the materials recyclability and asking them to set them next to their vehicle;
- Remove source separated and recovered recyclables from public loads in the transfer station unloading area, to containers in the recycling station;
- High-grade white goods;
- Assure the materials are properly prepared for market;
- Assure sufficient containers are available for use;
- Transfer materials in filled containers to market and/or processing center;
- Maintain all facility's equipment supplied by Metro;
- Keep the recycling station free from litter and contaminated material at all times; and
- Maintain entire recycling area in a neat clean manner.

Metro wishes to encourage the maximum recovery of recyclables possible, and therefore, will allow the Contractor to keep the revenues from all materials recovered. The Contractor will report monthly the volume of materials, by category, recovered.

The Contractor will select the markets/brokers. No source separated recyclables brought to the facility will be

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

placed in the pit. Metro will arrange for and be responsible for all costs associated with removing tires from the site.

The Contractor shall not be entitled to additional compensation for the loss of or fluctuations in recycling revenues due to actions taken by Metro.

- 22.0 INSPECTION. Notwithstanding the annual review and inspection, the Contractor shall permit inspection of the work by Metro, its representatives, and governmental authorities having jurisdiction over the work, at all times. Directions from the inspector to the Contractor shall be carried out in accordance with the specifications and plans contained in these Contract documents. Failure to carry out the instructions rendered by the inspectors shall be the basis for withholding monthly payments.

Metro will inform the Contractor which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

Instructions from inspectors do not relieve the Contractor of any responsibility or liability associated with his/her operations. The Contractor shall remain fully responsible for all injuries, accidents, and other mishaps associated with his/her operation. If the Contractor believes that the inspector's directive would cause damage, injury, or that it conflicts with this document, the Contractor should notify Metro by telephone to protest the directive prior to acting, and confirm said protest in writing as soon as possible.

In conjunction with the review of the Contractor's annual report, Metro, at its own expense, will review records of Facility performance over the previous contract year and inspect the Facility. The primary objective of this annual review and inspection will be to verify that the Facility is operating at its design level.

The annual performance review will consist of an audit of all Facility operating records for the previous contract year. The annual inspection will consist of: (1) an inspection of the physical plant with emphasis on safety and hazard mitigation; (2) a test of all instrumentation used for determining Facility performance; (3) a review of plant and equipment maintenance and replacement records; and (4) determination of continued efficiency and optimal operation of the Facility.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Within sixty (60) days following the annual performance review and inspection period, Metro will issue to the Contractor a summary of all findings.

Upon termination or completion of this Contract, Metro, accompanied by the Contractor, will inspect all items of Metro-furnished equipment and facilities and shall jointly prepare a list of items requiring repair as a result of the Contractor's use. Final payment will not be made until the required repairs have been completed. Equipment and facilities which have deteriorated due to normal usage need not be repaired to a like-new condition.

- 23.0 PREFERENTIAL TREATMENT. The Metro South Contractor shall not, by act or omission, discriminate against, treat unequally, or prefer any user of the facility in the operation of the transfer station. Preferential treatment within the site will be considered a default by the Contractor and a breach of this Contract.
- 24.0 FIRE CONTROL. The site is provided with fire control equipment. The fire control equipment now on-site shall remain for the Contractor's use. Any additional or replacement equipment required for fire protection, and any maintenance shall be the responsibility of the Contractor. The equipment shall be tested in accordance with manufacturer's guidelines and any applicable local requirements. The Contractor shall provide 24 hour monitored alarm service for the system in place.
- 25.0 VECTOR CONTROL. The Contractor shall conduct the operation of the transfer station in a manner considered unfavorable for attracting or breeding rodents and insects.

Strict adherence to these specifications and operation procedures will reduce the potential problems to a minimum. In the event that rodent and insect activity become apparent to Metro or the Contractor, supplemental vector control measures will be initiated by the Contractor at his/her expense, with the approval of the Department of Environmental Quality. Semi-annual inspections by a certified exterminator shall be conducted at the Contractor's expense and a copy of the findings will be forwarded to Metro. Metro may direct the Contractor to undertake any recommended actions by the exterminator, at the Contractor's expense.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

26.0 ODOR, DUST AND NOISE CONTROL. The Contractor shall control odor and dust on the site by use of the installed dust control system whenever excessive dust and odor occur or at the direction of Metro. Alternative dust and odor control measures may be performed by the Contractor with the approval of Metro. Equipment will be operated within limits of noise regulations.

27.0 WEIGHING AND BILLING SYSTEM. The weighing and billing system located at the scalehouse will be the responsibility of Metro. Maintenance of the scalehouse structures and the provision of janitorial services will be the responsibility of the Contractor. The Contractor will coordinate his/her activities with Metro's scalehouse personnel. The Contractor shall provide and maintain an alternate radio communication link between Metro's scalehouse personnel and the Contractor's spotters in the transfer station.

Metro will be responsible for the operation of the weighing and billing system, and for admitting public, commercial haulers and industrial accounts into the facility. The Contractor will not be allowed to operate the weighing and billing system, and will not be responsible for maintenance of the system's equipment, except for cleaning of the scale pit semi-annually.

27.1 COMPACTOR WEIGHING SYSTEM. Each compactor will be equipped with certified scales. The weight of each load extruded into the transporter's containers will be printed out on a manifest by the Contractor. This manifest will become the official record of the weight of the load and serve as the basis of payment for the Contractor, transporter and the Disposal Site operator. It will contain the date, time, container number, container tare weight, the seal number, as well as the weight of the load. The manifest is to be signed by the Contractor. One copy will be retained by Metro. The transporter shall deliver the three copies to the Disposal Site. Upon accepting the sealed load of waste the Disposal Site operator completes the manifest, indicating the time and date received, verifying the seal number of the container, and verifying that the seal is intact. The transporter then signs the manifest. The transporter, landfill operator and Metro all receive a copy of the completed ticket.

The manifest will be generated from a computer system housed separately from the compactors. (See drawings).

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

28.0 LITTER CONTROL. The Metro South Contractor shall conduct a daily litter cleanup covering the entire site (including the wetlands area and ponds) before 10:00 a.m. each day. The transfer truck turnaround and tunnel mouth area will be cleaned up three times a day. All litter along Section "A" of the map (see Appendix) will be picked up at least daily by a supervised crew using Metro approved safety equipment including reflector vests, hard hats and litter patrol signs. The litter along Section "B" will be picked up at least once every two weeks by Clackamas County Juvenile Services under a separate contract with Metro. The Contractor will ensure:

- A. All visible, unconcealed litter greater than one square inch in size shall be collected and bagged;
- B. Bulky items may be separately set along the roadside for collection by the Contractor that same day;
- C. Work crews are properly supervised to reduce chances of accidents;
- D. Full litter bags are to be transported from the roadside of the Oregon City Bypass to the transfer station, there will be no disposal charge for this litter;
- E. That all required permits are secured and coordination made with local jurisdictions and agencies;
- F. Workers will not obstruct traffic.

The Contractor may elect, with the approval of Metro, to contract with a community group for local litter collection; however, the Contractor is ultimately responsible for all litter collection on-site and in Area "A".

29.0 ON-SITE PERSONNEL. The Metro South Contractor shall provide sufficient on-site personnel to ensure efficient operation, maintenance and management of the facility. During periods of sickness and vacation, additional personnel must be available to provide the manpower necessary for the continued and uninterrupted operation and maintenance for the facility in the most efficient manner.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

The Contractor shall meet the following minimum personnel requirements during normal hours (6:00 a.m. to 6:00 p.m., seven days a week):

- A. One Superintendent or Foreman who shall be considered the representative of the Contractor in charge of work;
- B. Equipment operators in sufficient number to provide the necessary transfer station work, refuse compaction and loading, and all other operating or maintenance work requiring the use of equipment, all in accordance with the Contract Documents;
- C. Laborers in sufficient number to assist in the control of traffic, unloading of refuse, control of debris, maintenance of the site, recovery of recyclables from public loads, the processing of recyclables for shipment to markets including the stripping of appliances, the high-grading or processing of commercial loads if required, and the checking of receipts from all customers. The Contractor shall provide a minimum of two spotters for public loads and one spotter for commercial loads at all times;
- D. Laborers in sufficient number to maintain, clean, and ensure safe operation of the recycling station and to control traffic, direct the unloading of recycling material and control debris at the recycling station.
- E. An inspector whose duty is to monitor for suspicious waste.

Additional personnel may be required based on seasonal fluctuations and weekend vs. weekday operations. The Contractor is responsible for identifying such trends and adjusting the number of personnel as required at no additional cost to Metro.

- 29.1 PERSONNEL TRAINING. The Contractor shall be required to train all personnel directly involved in performing the transfer station operation described in the Contract Document. All employees operating equipment will receive documented training and acquisition of certificates as recommended by the manufacturer, on all equipment they are authorized to operate.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- 30.0 TRANSFER STATION EQUIPMENT. It is the intent of these specifications to ensure that adequate equipment suitable for arduous, heavy-duty service in connection with a solid waste transfer station and materials recovery operations is utilized by the Contractor. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be acceptable without Metro approval. The Metro South Contractor shall properly protect the equipment and place it in the charge of competent operators.

The Contractor shall make his/her own determination of the number and type of equipment needed to achieve compliance with the Contract Document. The Contractor shall be required to submit, in accordance with the Contractor's Experience Questionnaire, a list of major equipment he/she will supply to comply with the contract requirements. If, in the judgment of Metro, the equipment is not adequate, the bidder can be declared nonresponsible and rejected at Metro's discretion.

The Contractor shall be responsible for obtaining all necessary approvals and permits for the services rendered under this Contract including, but not limited to, complying with all applicable regulations. Copies of all current permits and conditions shall be submitted with the Bid, together with a timetable for obtaining necessary permits not yet approved.

- 30.1 FUEL STORAGE. On-site fuel storage will be available as part of the modifications for use by both the Contractor and transporter. The Contractor may provide temporary fuel storage on-site prior to the completion of the modifications with Metro approval.
- 30.2 TEMPORARY OIL STORAGE. The Contractor may supply temporary oil storage on-site for transfer station equipment at a location and design approved by Metro. The Contractor must meet all code and regulatory requirements for installation, transfer and storage.
- 30.3 DROP BOXES. The Contractor shall supply nine drop boxes and one spare; all with 30 cubic yard capacity to be used with fixed hook, or endless chain rail truck or equal. The Contractor shall accept ownership of the nine Metro-owned 30 cubic yard drop boxes upon start of operations. The Contractor will be responsible for painting the drop boxes annually as well as providing replacements as needed.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

30.4 RECOMMENDED EQUIPMENT. It is recommended that the successful Bidder supply the following additional equipment:

- D-7 CAT or equivalent (with low noise threshold)
- Rubber tired loader
- Forklift
- Skid Loader with clam and sweeper attachments

31.0 METRO-SUPPLIED FACILITIES. Metro will provide the Contractor use of the facilities located at 2001 Washington Street, Oregon City, Oregon, and known as Metro South Station for performing the work under this Contract. All equipment and facilities provided at that site shall remain the property of Metro, except as specified herein, and shall be returned to Metro in good working order upon termination or completion of this Contract.

The Contractor shall be responsible for the security, proper operation, maintenance, repair, and condition of all equipment and facilities furnished by Metro, including the scalehouse (except for the weighing system). The equipment shall be used exclusively to conduct waste transfer operations and shall not be removed from the premises except for purposes of repair or maintenance unless approved by Metro.

32.0 MAINTENANCE REQUIREMENTS. GENERAL. Unless otherwise specified, the Contractor shall be responsible for the maintenance and repair of the facility, all Contractor-furnished equipment, all Metro-furnished equipment and facilities, and all plumbing, mechanical, and electrical systems and components, all landscaping, drainage structures, all fixtures and devices related thereto which form a part of, or are installed therein.

32.1 METRO-FURNISHED EQUIPMENT. The Contractor shall maintain Metro-furnished equipment in good working condition at all times. Maintenance shall conform to the recommendations of the manufacturer.

Equipment covered by a manufacturer's warranty shall be maintained in accordance with the terms of the warranty. All repairs or adjustments covered by the manufacturer's warranty shall be referred to an authorized representative of the manufacturer.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

All necessary repairs which are not covered by the terms of the manufacturer's warranty for whatever reason shall be made by and at the expense of the Contractor.

The Contractor shall be responsible for replacement of any equipment item lost, damaged, destroyed, worn out, stolen, or rendered inoperable, regardless of cause, during the contract period.

All stationary equipment shall be suitably painted and/or finished so as to present an acceptable appearance in the opinion of Metro.

- 32.2 CLAMSHELL. The Contractor shall be responsible for maintaining the clamshell in operating order to ensure a minimum availability of ninety-five percent (95%). The Contractor shall be given ownership of the clamshell upon start of operations. If after installation of the compactor the Contractor finds that the clamshell is unnecessary and that an alternative piece of equipment is required, the Contractor will be responsible for obtaining the replacement equipment at no charge to Metro. The Contractor may remove the clamshell at that time and keep any proceeds from the sale thereof. Contractor should be advised that the clamshell may be needed for yard debris recovery.
- 32.3 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES. Routine maintenance is the responsibility of the Contractor, it includes, but is not limited to:
- A. Daily and Weekly Inspection/Maintenance (as detailed in operator's manual):
 - B. Semi-annual and Annual Maintenance (as detailed in operator's manual):
 - C. Unscheduled Repair should be done in the manner leading to the minimum amount of operational down time. The Contractor shall maintain an inventory of replacement parts as recommended by the manufacturer (See Appendix). The Solid Waste Director can approve reductions in said inventory requested by the Contractor.
- 32.4 COMPACTOR REPAIR. The Contractor shall pay for all compactor repairs, including welding repairs and those resulting from poor loading practices and neglect of routine maintenance. The Contractor shall not be

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

responsible for repair costs due to design and/or manufacturing defects, nor those due to normal wear and tear.

- 32.5 COMPACTOR REIMBURSEMENT. Metro will reimburse the Contractor for costs associated with repair of the compactor in accordance with the force account procedures contained in the General Conditions, unless such repair is necessitated due to the Contractor's negligence.
- 32.6 CONTRACTOR-FURNISHED EQUIPMENT. Metro South Contractor-furnished equipment shall be properly maintained in a safe working condition at all times.
- 32.7 BACKUP EQUIPMENT. The Metro South Contractor shall furnish, at his/her expense, whatever backup or substitute equipment for Contractor-supplied equipment which may be required to continue operation in accordance with contract requirements during the period when equipment is inoperable. Provisions must be made, and approved by Metro, for a replacement dozer to be available.
- 32.8 BUILDINGS. The buildings shall be maintained in good condition at all times. Painted surfaces on the interior and exterior shall be repainted by the Contractor every 24 months. Factory-finished metal wall panels of the buildings shall not be repainted. The type of paint, color, and method of application shall be subject to review and approval by Metro prior to commencement of repainting work.

The Contractor shall be responsible for inspection, lubrication, adjustment, repair and maintenance of all building systems (including scalehouse) to include, but not necessarily be limited to, plumbing, sumps, degreasers, fixtures; heating, ventilating, and air conditioning systems; components, and devices; fire and dust suppression systems; radio communications equipment. Any item, component, or device which is lost, damaged, destroyed, or which fails during the contract period shall be replaced by the Contractor at no cost to Metro with a new item, component, device or fixture of the same type and quality.

The Contractor will be required to gain access to, and clean the area above conference and lunch rooms.

The Contractor will be required to clean storm water sumps three times per year and test water quality in all sumps twice per year at the direction of Metro.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- 32.9 WEIGHING SYSTEM. Maintenance and repair of weighing system scales and associated equipment will be performed by Metro at no expense to the Contractor. The Contractor will be required to clean the scale pits semi-annually.

Maintenance of the compactor weighing systems shall be the responsibility of the Contractor.

- 32.10 COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK. The Metro South Contractor shall operate and maintain twice daily, or as needed, the existing commercial and industrial vehicle wash rack. Use of the wash rack will be restricted to commercial and industrial collectors by the Contractor.

Daily maintenance will include the inspection of the truck wash sump, and cleaning as needed or at least weekly; and daily general cleanup of the area. Weekly removal of all accumulated solids from catch basins. Hoses must be maintained in operable condition and nozzles must be attached to hoses at all times. The operating pressure shall be such that commercial collection vehicles which use the facility can be cleaned adequately. The Contractor will be responsible for maintaining the sewer lines from the wash rack, and for all other parts of the wash rack as well, including their replacement.

- 32.11 DRIVES AND PAVEMENTS. Repair, replacement, patching, and remarking of drives and pavements inside and outside of structures, but within the site's boundaries, shall be the responsibility of the Metro South Contractor, as needed or directed by Metro.

The Contractor will be responsible for painting and maintaining traffic direction lines on the roadways (including staging/storage area). These will be two different colored lines on roadway from scalehouse, one leading into the public side, the other into the commercial side.

- 32.12 STREET CLEANING AND MAINTENANCE. The Metro South Contractor shall pull a mobile magnet capable of removing all ferrous metal from roadway daily to collect all ferrous objects from all roads used by customers, the truck wash facility, transfer station area, staging/storage area and the entrance.

The same area will be kept clean by high pressure washing with water, power broom or other street cleaning equipment

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

approved by Metro. These areas must be cleaned at least one time per week or as often as necessary, as determined by Metro.

32.13 RESURFACING PIT FLOOR. The entire pit floor shall be resurfaced three times per year with two 2 inch lifts of asphalt. Surface preparation, mixing, and application shall follow the manufacturers recommendations.

Any holes that develop in the pit floor shall be filled with the appropriate material to prevent accelerated deterioration of the floor.

All resurfacing or patching of pit floor shall be accomplished during hours of normal closure and shall not interrupt service.

33.0 HOUSEKEEPING. The Metro South Contractor will:

- Steam clean interior of transfer building with Metro-approved chemicals at least annually from the time the operation commences, and at one month prior to the completion of the Contract;
- Steam clean exterior of transfer building in conjunction with the cleaning of the interior;
- Clean all surfaces of accumulated dust within the transfer building on a at least a weekly basis.

Work and vehicle maneuvering areas within the transfer station and maintenance building shall be swept and hosed daily at a minimum and washed with detergent if necessary. All spills will be addressed immediately. Volatile materials shall be properly stored in covered metal containers. Wastes shall be removed daily and shall not be buried or burned on the site or disposed of into storm drains or sanitary sewers.

The Contractor shall supply all equipment, supplies and labor for cleaning.

33.1 JANITORIAL SERVICES. The following services will be provided a minimum of three (3) days per week, for both the transfer station building (including but not limited to the foyer, conference and break rooms) and main and small scalehouse, unless otherwise indicated:

- Vacuum mats and carpets;
- Dust desks, chairs, cabinets, etc.;
- Spot clean fingerprints from walls and doors;

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- Empty trash, replace liners as needed;
- Dust off counters, desks and tables;
- Dust-mop any tile floors and stairwells;
- Wet-mop any tile floors and stairwells;
- Stairwell to tunnel swept nightly;
- Spot clean fingerprints from bathroom cabinets;
- Clean bathroom sinks, toilets and counters;
- Replace toilet tissue, paper towels as needed;
- Strip and Wax floors once a month;
- Clean all windows weekly;
- Buff floors weekly;
- Carpets shall be scrubbed bi-monthly.
- Provide doormats at each entry to the offices and scalehouse, replace with clean mats weekly
- Provide all janitorial and cleaning supplies as needed

34.0 LANDSCAPE MAINTENANCE. - Detailed specifications are contained in the Appendix. In addition, the Contractor will maintain an on-site information kiosk, post materials provided by Metro, and work with Metro to develop informational materials.

35.0 PERMIT COMPLIANCE. The Contractor will be required to operate the transfer station in complete compliance with all permits issued to Metro by regulatory agencies. The Contractor will be responsible for making any improvements or modifications in operating procedures necessary to reach Permit compliance at no additional cost to Metro. Any penalties levied by the regulatory agencies for Permit noncompliance due to negligent operation or omission by the Contractor, will be paid by the Contractor.

Penalties will be in addition to any liquidated damages assessed according to the Contract Documents.

35.1 OPERATING PERMITS. Metro has the necessary Permits to operate the facility. These include:

- Conditional Land Use Permit and Design Review Requirements for Oregon City, Oregon.
- Solid Waste Disposal Permit from the Oregon Department of Environmental Quality.
- Industrial Wastewater Discharge Permit

IMPLEMENTATION OF INDUSTRIAL WASTEWATER DISCHARGE PERMIT

It is the responsibility of the Contractor to implement the testing program required by the Industrial Wastewater Discharge Permit. The permit requires:

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- A. Continuous recording (from hourly pump records) of flow.
- B. Daily grab samples of pH and temperature.
- C. Monthly composite samples of: total oil and grease, BOD, COD, total suspended solids, arsenic, cadmium, copper, cyanide, lead, mercury, nickel, silver, total chromium, zinc, and phenolic compounds.

Metro installed equipment will be available for determining flow, daily pH and temperature, and hourly sampling to make up the composites. The Contractor is responsible to monitor pH and temperature daily and record results, take monthly samples and transport as needed, employ a Metro-approved laboratory for monthly analysis of composites, and provide the Periodic Compliance Report to the Tri-City Service District by June 15 and December 15 each year as required in the permit. All results of monitoring or testing shall be regularly included in the Contractor's monthly report to Metro and copies of the Periodic Compliance Report to the Tri-City Service District shall also be provided to Metro.

Lab costs for the analysis of the samples shall be the responsibility of Metro as a pass-through. The Contractor will be responsible for cooperating with further conditions, as required, to remain in compliance with the discharge permit. If additional sampling or pretreatment of effluent is required in the future, changes will be negotiated according to the change order section.

- 36.0 UTILITIES. All utility charges, including water/sewer, electricity, telephone will be the responsibility of the Contractor. The Contractor shall forward copies of utility bills to Metro each month.
- 37.0 COORDINATION. The Metro South Contractor will be responsible for coordinating its activities with the waste transporter. In addition, the Metro South Contractor shall coordinate with the contractor who installs the compaction system as well as the contractor which executes storage area modifications. Metro will act as the arbitrator of any disputes between any and all contractors and/or disposal site operators connected with the work, regarding the performance of the work and the interpretation of the contracts involved.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Commencing January 1, 1990, coordination meetings will be held monthly to review the progress of the work, discuss operational problems and procedures, and complaints. It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against him/her prior to this meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to the meeting will be the responsibility of Metro.

38.0 OPERATIONS REPORTING REQUIREMENTS

The Contractor shall establish and maintain an information system to provide storage and ready retrieval of Facility operating data.

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Facility (except for Scalehouse functions). These shall include, but not be limited to (as applicable): maintenance records, equipment replacement records and schedules, and safety and accident reports; quantity of Acceptable Waste delivered to the Facility; quantity of Source-Separated recyclable materials received and sold; quantity of Recovered Materials produced and sold; quantity of compacted waste loaded for transport to disposal; and quantity and type of Unacceptable Waste handled. Metro will have complete access to all such records.

The Contractor shall provide Metro with monthly reports within ten (10) calendar days of the end of each month, including, but not limited to, the following operating data (as applicable):

- (1) Complaint forms and recommended actions;
- (2) Any extraordinary occurrences affecting Metro;
- (3) Status of operating equipment;
- (4) Any correspondence between the Contractor and governmental bodies relevant to the Contract;
- (5) Reports on accidents and their status;
- (6) Monthly sales of Recyclable Materials (by material and price);
- (7) Monthly quantity of waste compacted and loaded for transport to disposal (by facility);
- (8) Quantity and type of Unacceptable Waste;
- (9) Financial data and utility consumption as deemed appropriate by Metro.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

The Contractor shall prepare an annual report subject to independent audit that incorporates a summary of the monthly operations reports for the preceding 12-month period summarizing all required data and records. This report shall be submitted to Metro within ninety (90) days after the end of each contract year.

GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1

General Provisions

- A. The Contractor shall comply with each and every provision of the Contract Documents.
- B. The Contract shall be deemed to have been made in and shall be construed under the laws of the state of Oregon. Any and all disputes arising under this Contract shall be decided under Oregon law.
- C. The Contractor shall address all correspondence for Metro to Metro's designated Contract Manager.
- D. The Contractor and its officers, employees, agents and subcontractors shall perform each and every service to be performed under this Contract in a skillful and competent manner in accordance with the highest standards of the solid waste industry. The Contractor shall be responsible to Metro for any and all errors or omissions in the performance of this Contract and for any and all failures to perform this Contract.
- E. The Contractor warrants that the personnel and equipment used in the performance of this Contract shall conform with the representations made in the Contractor's statement of qualifications and shall otherwise be of the highest quality.
- F. In performing each and every service required by this Contract, Contractor, its officers, employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances, orders and all other requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities. The Contractor shall give all notices and obtain all licenses and permits required by law. The latter requirements of law include, but are not limited to, all applicable statutes, regulations and orders concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects. Copies of all correspondence between the Contractor, its officers, employees, agents or subcontractors and any federal, state regional, county or local government agency, relative to any and all of the requirements of law affecting performance of this Contract shall be retained by the Contractor during the term of the Contract and for a period of two years after

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

completion or termination of the Contract. All correspondence retained by the Contractor pursuant to this provision shall be available for inspection by Metro. Metro shall be informed of all correspondence covered by this provision at the monthly meetings. The term correspondence includes, but is not limited to citations or notices of violation sent to, or received by, the Contractor, its officers, employees, agents or subcontractors from any federal, state, regional, county or local government agency. The Contractor shall insert the substance of this provision in all subcontracts for work under this Contract.

- G. Any written notices required or allowed under the Contract shall be deemed to have been duly served if delivered in person to the individual, member of the firm, entity or an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last known business address of the person or party to whom the notice is directed. The date or time of service for purposes of all notices required or allowed under the Contract shall be the time or date the notice was sent by mail or personally delivered to the proper address.
- H. Time limits stated in this Contract are of the essence. No waiver of the Contract time limits or schedule dates is to be construed by Metro's failure to object to untimely performance under the Contract. In any event, any waiver of such time limits or schedules shall not be construed as a waiver of any future time limits or schedules.
- I. Metro shall have the right to inspect and copy all records and documents, to interview any persons, and to review any evidence in the Contractor's possession or control related to this Contract which may assist Metro in determining whether and by what amount:
 - 1. The Contractor is entitled to reimbursement or increased payment under any applicable provision of this Contract; or
 - 2. Metro is entitled to credits or to make reduced payments to the Contractor under any provision of this Contract.

Metro shall also have the right to reasonably request any information it deems necessary to determine the Contractor's ability to perform or to continue to perform this Contract. The Contractor shall comply with all such requests by Metro within ten (10) calendar days of receipt of such requests.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- J. The Contractor shall at all times maintain an accounting system which utilizes generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract. The Contractor's accounts and records covering these charges and all invoices and payments on account of the Contract, as adjusted for additional and deleted work, shall at all reasonable times during the term of this Contract, and for two (2) years thereafter, be open to inspection by Metro or its authorized representatives.
- K. The Contractor agrees to promptly pay all subcontractors, material persons, suppliers, or laborers engaged for purposes of this Contract in accordance with any and all contracts between any such persons or entities and the Contractor. The Contractor agrees to immediately remove any liens or encumbrances which, because of any act or default of the Contractor, its officers, employees, or agents, or of the Contractor's subcontractors or material suppliers of any tier, are filed against any property, real or personal, and to defend, indemnify, and hold Metro harmless as required by Article 18.
- L. No provision or provisions of this Contract, nor any authority granted by this Contract, is intended to create or result in any personal liability for any public official or employee or agent of Metro, nor shall any provision or provisions of the Contract be construed to create any such liability. No approval given by Metro pursuant to this Contract shall be construed to relieve the Contractor of any of its obligations to perform this Contract.
- M. In the event any provision(s) or clause(s) of this Contract is (are) void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, the balance of the Contract shall remain in effect and binding on the parties hereto.
- N. A waiver by either Metro or the Contractor of any breach of any provisions of this Contract shall not be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification.

- O. The parties agree that proper and exclusive venue for any and all actions under this Contract or any subcontracts of any tier made pursuant to this Contract shall be in the county of Multnomah, the state of Oregon, or if in federal court, the Federal District Court of Oregon.
- P. The Contractor shall not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

ARTICLE 2

Intent of the Contract Documents

- A. All services which are necessary to complete the Contract within the limits and in the manner established by the Contract Documents shall be considered as a part of the Contract, and such services shall be executed by the Contractor without extra compensation in the same manner and with the same quality of material and services as required by the terms of the Contract.
- B. Unless expressly stipulated otherwise, the Contractor shall provide and pay for all services, labor, overtime labor, standby labor, overhead expenses, methods, materials, equipment, necessary maintenance, power, fuel, water, taxes and all other direct and indirect costs necessary for performance of the Contract.
- C. Unless otherwise specifically defined in this Contract, words describing material or work which have a well-known technical or trade meaning in the solid waste management, disposal and transportation industry, shall be construed in accordance with the technical or trade meaning recognized in the solid waste management, disposal and transportation industry.
- D. The Contract and each of the Contract Documents are complementary, and shall be interpreted so that what is called for by one shall be as binding as if called for by all. In the case of any discrepancy in the Contract Documents, the Contractor shall promptly submit the matter to Metro for a written determination. Any adjustment by the Contractor without a written determination by Metro shall be at the Contractor's own risk and expense. In the event of duplications of or conflicts between any provisions of the

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Contract after the Contract has been executed, the following priority of documents shall be used to resolve such duplications or conflicts:

1. Specifications.
2. General Conditions.
3. Contract Forms and Contractor's Bid.
4. Instructions to Bidders.
5. Invitation to Bid.

For purposes of the above order of precedence list, any appendices, addenda, drawings, amendments or changes to the above documents which are agreed to by the parties in writing shall have the same priority as the original provisions to which the appendix, addendum, amendment or change applies.

A duplication of services or items to be performed is not intended by any provision or provisions of the Contract, and any such duplications specified by the Contract shall not become a basis for extra cost to Metro.

Detailed information takes precedence over general information and words take precedence over numbers unless obviously incorrect.

- E. The Contractor shall secure written instructions from Metro's Contract Manager before proceeding with services affected by omissions, discrepancies, conflicts or duplications in the provisions of the Contract.
- F. It is understood and agreed that, by execution of this Contract, Metro does not waive or surrender any of its governmental powers.

ARTICLE 3

Sequence of Events Following Award

- A. Within ten (10) calendar days of Notice of Conditional Award, the Contractor shall submit a report indicating the status of permits and major equipment. At any point in time if Metro determines that the Contractor is not making adequate and timely progress towards obtaining required permits and major equipment, Metro may declare the Contractor in default of the Contract and proceed to terminate according to Article 12 of the General Conditions.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

B. The Contractor will supply the following in writing within twenty (20) calendar days of Notice of Award:

1. Mobilization plans and schedule for equipment and personnel.
2. Final list and qualifications of supervisory personnel.
3. Final list of equipment for approval by Metro.
4. Contingency plans.
5. Safety and emergency response program including equipment operator training and standard operating procedures.
6. Operations plan, including specific operating procedures for all work.
7. List of subcontractors for each subcontract over \$100,000 per year and copies of signed agreements.

ARTICLE 4

Metro's Responsibility

It is not incumbent upon Metro to notify the Contractor when to begin, cease or resume services under this Contract, nor to give early notice of rejection of faulty services, nor in any way to superintend the Contractor's performance so as to relieve the Contractor of any liability, any responsibility or any consequences for neglect, negligence or carelessness or for substandard or defective services or for use of substandard or defective materials or equipment by the Contractor, its officers, employees, subcontractors or agents.

ARTICLE 5

Contractor's Representative

- A. The Contractor shall provide the services of a competent Representative for the term of this Contract. Prior to performing services under this Contract, the Contractor shall notify Metro in writing of the name, title, address and telephone number of the Contractor's Representative.
- B. The Representative shall be readily available, shall be employed on-site, shall have authority to furnish estimates on behalf of the Contractor and shall otherwise have full authority to bind the Contractor.
- C. The Representative shall represent the Contractor for all purposes of this Contract, and all directions, instructions, or notices given to the Representative by Metro shall be as binding upon Contractor as if delivered personally to the Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

ARTICLE 6

Independent Contractor

- A. The Contractor shall perform all work under this Contract as an independent Contractor. The Contractor is not and shall not be considered an employee, agent or servant of Metro for any purposes, under this Contract or otherwise. The Contractor's subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of Metro for any purposes under this Contract, or otherwise.
- B. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed by all persons pursuant to the Contract. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint venture between Metro and the Contractor. Nothing in this Contract shall be construed as giving Metro any authority or duty to supervise or control any acts or omissions of any person, entity or party, which acts or omissions are in any way connected with the performance of services under the Contract.

ARTICLE 7

Subcontractors

- A. All subcontracts in connection with the Contract entered into by the Contractor with its subcontractors, officers, employees and agents, including but not limited to all leases of equipment or other materials and all purchase or finance agreements for equipment or other materials shall be subject to applicable state, federal and local laws, and the applicable conditions of this Contract. All subcontracts of whatever nature including, but not limited to, leases, purchase and finance agreements shall contain a clause which provides that if the Contractor, in Metro's opinion, defaults in performance of this Contract and Metro accepts assignment of the subcontract, the subcontractor shall enter into a novation of the subcontract in favor of Metro and shall recognize Metro or its assignee as the Contractor and that Metro or its assignee shall have all the rights, remedies and responsibilities of the Contractor under the relevant subcontract. Upon written notice from Metro, the Contractor agrees to assign all of its rights in all such subcontracts

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

to Metro upon Metro's determination that the Contractor has defaulted under the terms of this Contract.

- B. The Contractor shall be as fully responsible to Metro for the acts and omissions of its subcontractors and suppliers, and of the subcontractors, suppliers, employees, firms, agents or servants of each subcontractor as it is for the acts or omissions of its own employees or agents. Except as provided in section A of this Article, no provisions of this Contract nor of any contract between the Contractor and its subcontractors shall be construed as creating any contractual relation between those subcontractors and Metro.

ARTICLE 8

Separate Contracts

- A. Separate contracts may be let by Metro in connection with its waste disposal system. The Contractor shall cooperate with Metro and with other separate contractors engaged by Metro so that all portions of the Contract may be completed in the most efficient and timely manner without any interference with work on related projects and contracts.
- B. Metro shall be the arbitrator of all disputes between the Contractor and separate contractors concerning performance of the work and interpretation of contract responsibilities. Metro's decisions on these matters shall be final. Metro must be notified of any such disputes within five (5) working days of their occurrence. Metro will not make any determination regarding the amount of, if any, damages arising from a dispute between the Contractor and separate contractors nor will Metro be liable for any damages resulting from or related to such disputes.

ARTICLE 9

Review of Contract Documents and Site Investigation

- A. Prior to submitting its bid, the Contractor shall acquaint itself with the transfer station facilities, operations, and if appropriate disposal sites, and any other conditions relevant to the performance of this Contract, and shall make any and all investigations essential to a full understanding of the difficulties which may be encountered in performing the Contract.
- B. The Contractor represents that prior to submitting its bid for the Contract, it has examined carefully all of the

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Contract Documents, acquainted itself with all other conditions and regulations relevant to the Contract, and made all investigations essential to a full understanding of any and all difficulties which may be encountered in performing the Contract.

- C. By awarding the Contract to the Contractor, Metro does not warrant or admit to the correctness of any investigation, interpretations, deductions or conclusions made by the Contractor relative to any conditions at the transfer facility, disposal sites, or any other conditions related to this Contract. The Contractor has made and shall make its own deductions and conclusions as to any and all problems which may arise from such site conditions as they relate to this Contract and shall accept sole and full legal responsibility and liability for any additional expenses incurred due to a condition or conditions which the Contractor knew or should have known from its investigation of the transfer station facility and operations and its examination of the Contract Documents. Metro assumes no responsibility for any conclusions or interpretations made by the Contractor based on the Contractor's site investigation or review of the Contract Documents.

ARTICLE 10

Liquidated Damages for Delay

- A. It is mutually understood and agreed to by and between Metro and the Contractor that timely performance of the requirements of this Contract is of the essence, and that in the event of failure on the part of the Contractor to fulfill its obligations under this Contract in a timely fashion, the regional waste disposal and transportation system will be adversely affected and Metro will be damaged. It is further agreed that the amount of such damages is difficult if not impossible to ascertain and prove with specificity or certainty. Therefore, the amount of such damages shall be as specified in Section B of this Article.
- B. In the event of any default in the performance of any of the requirements of this Contract by the Contractor, which default, in the sole opinion of Metro, results in the filling of the pit at the transfer station to maximum capacity thereby preventing use of the facility by customers, the Contractor shall pay liquidated damages to Metro in the sum of six thousand dollars (\$6,000.00) per hour for each hour or any portion thereof in which the above conditions exist. The Contractor will not be assessed liquidated damages pursuant

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

to this Article if the default in performance which result in the filling of the pit to maximum capacity is due to compactor breakdown. However, Metro reserves the right to terminate the Contract pursuant to Article 12 - Termination for Default - if, in Metro's sole opinion repeated compactor breakdowns occur due to the Contractor's inadequate and/or improper operation, maintenance, or repair of the compactor. For purposes of calculating liquidated damages under this provision, the time of default shall be measured from the time Metro gives the Contractor verbal notice that a default condition as described in this Section B exists.

- C. In the event that any single period of a default described in this Article extends beyond fifteen (15) calendar days, Metro shall recover no more liquidated damages for periods beyond such fifteen (15) calendar day period, or beyond the period the liquidated damages situation exists, whichever is less. However, Metro shall be entitled to all other remedies for Contractor's continued default which this Contract or the law provides.
- D. It is expressly understood and agreed that the damages specified in this Article are not to be considered in the nature of a penalty, but because of the difficulties of proof of loss, the parties have determined that these amounts are a reasonable forecast of just compensation in light of the anticipated or actual harm which would be caused by a breach or default on the Contractor's part. Metro may deduct such damages from any amounts due or which may become due, or the amount of such damages shall be due and collectible from the Contractor or the Surety within fifteen (15) days of service of notice by Metro that liquidated damages have been imposed.
- E. The remedies provided in this Article shall be in addition to and not a waiver or surrender of any other rights or remedies Metro may have under this Contract or any provision or provisions of law.

ARTICLE 11

Suspension of Work

- A. In the event the Contractor is precluded from processing waste due to a breakdown of the compactor due to manufacturing/design defects, or any event constituting a force majeure as defined in this Contract, Metro may suspend the Contractor's obligation to perform the work, or any separate part thereof, called for in the Contract. The Contractor shall immediately notify Metro's scalehouse

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

supervisor if a breakdown of the compactor or a force majeure event precludes it from processing waste. The Contractor's notification will be logged in the scalehouse transaction log. If the compactor breakdown or force majeure event occurs after closure of the scalehouse, the Contractor shall notify designated Metro personnel. Verbal notice by the Contractor of a compactor breakdown or force majeure condition which impedes the Contractor's ability to perform its obligations under the Contract shall be confirmed in writing by the Contractor within twenty-four (24) hours of the initial verbal notification.

- B. During work suspensions due to compactor breakdowns as described in this Article, or force majeure events, the Contractor will be responsible for making any and all adjustments to its workforce to minimize standby costs. The Contractor shall not be entitled to reimbursement for any standby costs or other costs other than as provided in Section C of this Article.
- C. During work suspensions due to compactor breakdowns due to manufacturing/design defects, force majeure events, the Contractor shall not be entitled to recover any costs for the first eight (8) hours of work suspension(s) which occur(s) during any given month. Any one suspension of work or a combination of suspensions during a month which exceeds the initial eight (8) hours of work suspension shall entitle the Contractor to an equitable adjustment equal to one hundred forty percent (140%) of the average hourly payroll for non-supervisory, non-administrative employees assigned to the Contract payroll during the previous month. The adjustment shall be limited to no more than sixteen (16) hours per day and shall not include the initial eight (8) hours of suspensions accrued each month.
- D. During work suspension due to a delay by the Waste Transport Contractor which, in Metro's sole opinion, substantially impedes the normal operations of the transfer station as described in Section B of Article 10, the Metro South Contractor shall be entitled to an equitable adjustment of two hundred dollars (\$200.00) for each hour or portion thereof that its work is suspended.
- E. In no event shall the Contractor be entitled to any reimbursement for suspensions of work other than as provided for in this Article. The Contractor shall not be entitled to any equitable adjustment, damages or other reimbursement for delays or suspensions of work which are due to compactor

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

breakdown which, in Metro's sole opinion, are due to Contractor fault.

- F. In the event that any single force majeure event which impedes the Contractor's performance of the work or any separable part thereof lasts for more than fifteen (15) consecutive calendar days, Metro may terminate the Contractor's obligation to perform such work or part thereof pursuant to Article 13 - Termination for Convenience.

ARTICLE 12

Termination for Default

- A. If the Contractor refuses or fails to perform the work, or any separable part thereof, called for in the Contract, Metro may at its sole option, by written notice served on the Contractor and its Surety, terminate the Contractor's right to continue performance of the subject work. In such event, Metro may take over the work, or separable part thereof, either by contract or otherwise, and may take possession of and utilize in performing the work such materials, equipment and tools in which it has an interest pursuant to Article 7.
- B. In the event Metro issues a written Notice to Terminate pursuant to this Article, and if neither the Contractor nor Surety, within fifteen (15) calendar days after service of the Notice, cures such default or gives Metro reasonable assurances that the default will be promptly cured, Metro shall have the unconditional right to one or more of the following remedies to the extent permitted by law:
1. Equitable Remedies - Metro shall be entitled to all equitable remedies available to it including, but not limited to, injunctive relief and the taking possession and operation of any equipment or materials covered by Article 7.
 2. Liquidated Damages - Metro shall be entitled to liquidated damages for the first fifteen (15) calendar days of a default as described in Article 10 of this Contract.
 3. Actual Damages - In addition to the remedies in subsections B.1 and B.2 of this Article, Metro shall be entitled to recover its actual damages, provided that, if liquidated damages are imposed, actual damages shall be assessed beginning the sixteenth (16th) day of the period of default. Any dispute arising as to the amount of

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Metro's actual damages shall be resolved by arbitration pursuant to Article 25 of this Contract.

- C. Prior to exercise of its right to terminate the Contract pursuant to this Article, Metro must provide both the Contractor and Contractor's Surety with fifteen (15) calendar days written Notice of Intent to Terminate the Contract. Within fifteen (15) calendar days of service upon the Contractor of Metro's Notice of Intent to Terminate, the Contractor shall either:
1. cure any defaults in performance; or
 2. discontinue its work on the Contract or such part thereof as Metro shall designate.
- D. If the Contractor does not cure any defaults within fifteen (15) calendar days after service by Metro of the Notice of Intent to Terminate, Metro may terminate the Contract by service of a written Notice of Termination on both the Contractor and the Contractor's Surety. Within five (5) calendar days of service of the Notice of Termination, Surety may, at its option, take over and assume full and complete performance of the Contract or that portion thereof which Metro has ordered the Contractor to discontinue, and may perform the same or may subcontract the work or that portion of the work terminated by Metro, provided, however, that the Surety shall exercise its option and begin performance of the work, if at all, within five (5) calendar days after Surety is served with a copy of the written Notice of Termination. The Surety shall be paid by Metro for all work performed by Surety in accordance with and subject to each and every term of the Contract. Surety shall be subject to each and every term and condition of the Contract.
- E. Nothing in this Article, and no actions taken pursuant to this Article shall constitute a waiver or surrender of any rights, remedies, claims or causes of action Metro may have against the Contractor or its Surety under any other provision of this Contract or any provisions of law.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

ARTICLE 13

Termination for Convenience

- A. The performance of work, or any segregable part thereof, under this Contract may be terminated by Metro upon a determination by Metro that such termination is in the best interest of Metro. Metro shall provide the Contractor with fifteen (15) calendar days written Notice of Termination under this Article.
- B. In the event Metro exercises its right to terminate the Contract under this Article, the Contractor will be entitled to recover all actual and reasonable costs which Metro determines the Contractor has incurred in performing the Contract prior to issuance of the Notice of Termination, plus an amount equal to ten percent (10%) of such costs less the total payments which Metro has paid the Contractor prior to issuance of the Notice of Termination. In addition to the requirements set out in Article 15 I through 15 J, it shall be a condition precedent to any payment under this Article that the Contractor fully demonstrate and document to Metro's satisfaction the costs the Contractor actually incurred prior to receiving service of the Notice of Termination for Convenience.
- C. Disputes regarding entitlement to or the amount of reimbursement due under this Article shall be subject to the arbitration provisions of Article 25 of this Contract.

ARTICLE 14

Metro's Remedies In the Event of Contractor
Insolvency, Dissolution, Bankruptcy or
General Assignment for Creditors

The parties agree that if the Contractor becomes insolvent, is dissolved, files for Bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such events could impair or frustrate the Contractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Metro shall be entitled to request of the Contractor or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure of the Contractor and Surety to comply with such request within ten (10) calendar days of service upon both the Contractor and Surety of a written request from Metro for such

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

assurances shall entitle Metro to terminate the Contractor right to perform Contract pursuant to Article 12. Metro shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

ARTICLE 15

Basis and Method of Payment

- A. For all work required under this Contract, Metro will make monthly payments to the Contractor based on the prices set forth in the Contractor's Bid Schedule.
- B. On or prior to the eighth day of each month, the Contractor will submit to Metro a bill which indicates the value of the work performed during the previous month. After approval by Metro, Metro will pay to the Contractor by the 25th day of the following month the full value of unit price work, lump sum work and pass through costs, less any previous payments or deductions.
- C. Payment for unit prices bid shall be made on the basis of the amount of waste received at Metro South Station as measured by the compactor unit. Payment for unit prices shall be as stated below in conformity with the categories contained in the Bid Schedule. The categories are as follows:

<u>CATEGORY</u>	<u>TONS/MONTH</u>
1	15,001 - 20,000
2	20,001 - 22,000
3	22,001 - 25,000
4	25,001 - 31,000
5	31,001 +

For tonnages of 15,000 tons per month or less, the Contractor will be paid on a flat rate per ton, provided however, that Metro will pay to Contractor the Unit Price bid for Category #1 irrespective of whether or not that amount of tonnage is delivered and processed at the Metro South Station. Payment of the guaranteed Unit Price for fifteen thousand tons per month (full calendar month) or less is contingent on; 1) the Contractor is not in default of it obligations under the Contract; 2) a Force Majeure is not the cause for the monthly tonnage falling below the fifteen thousand tons; and 3) the cause for the monthly tonnage falling below the fifteen thousand tons is not due to a cause or risk assumed by the Contractor under the Contract.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Categories #1, #2, #3 and #4 will be paid on a straight line sliding scale. A tonnage value will be assigned to the maximum tonnage in each category based upon the Unit Price bid in the Bid Schedule. Tonnages within each of these categories will be compensated at a variable rate as per the formulae contained in the Appendix.

Category #5 will be paid on a flat rate per ton for all tonnages exceeding 31,001 tons per month.

The total amount of waste processed during the month will determine the appropriate per ton payment. The per ton unit price (as annually adjusted) for the appropriate tonnage will be multiplied times the total tons for the month and the resulting total will be the amount payable for the "Unit Price" to the Metro South Contractor for the month.

- D. Unit prices shall be adjusted up or down each year of this Contract, beginning one year from the first day of the month in which this Contract is signed, to reflect changes in the cost of doing business. The price adjustment change at the beginning of the second Contract year shall be in a percentage amount equal to the change of the index between the previous year and the current year times the percentage adjustment bid in Contractor's Proposal, as described below.

1. The following formula will be used to calculate the price adjustment:
$$AI = ((CI_x - CI_B) / CI_B) \times \frac{\%}{100}$$

AI = Percentage price adjustment

CI_x = Consumer Price Index in the current year

CI_B = Consumer Price Index in the previous year

% = Percent adjustment bid by the Contractor in the Proposal

2. The Consumer Price Index will be based on the index entitled "West-A" from the U. S. Department of Labor, Bureau of Labor Statistics' publication entitled "Consumer Price Indexes, Pacific Cities and U.S. City Average/All Urban Consumers." The index will be a twelve (12) month average for the current year minus a twelve (12) month average for the previous year divided by the previous year's average.

Example

If the Contract began in January of 1990, then the current year index would be calculated by adding the West-A indices for January 1990 through December 1990

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

and dividing the result by 12 (round to one decimal place). The previous year index would be the sum of the West-A indices for January 1989 through December 1989 and dividing the result by 12 (round to one decimal place). Subtract the previous year index from the current year index and divide by the previous year index. Multiply the result by the % bid in the Proposal. Round the result to the third decimal place.

3. Percent changes in the index shall be calculated using December 1977 as the base year until the Bureau of Labor Statistics (BLS) publishes data on a new base period. Calculations shall be made from data on the new base from that time forward.
 4. If the BLS series specified above is discontinued, the contracting parties shall agree upon a substitute series by November 1 of any calendar year. If BLS designates an index with a new title and/or code number or table number as being the continuation of the index cited above, the new index will be used. If the specific index "West-A" is discontinued but the "U.S. City Average" remains, this latter index will be used. Otherwise, a substitute shall be agreed upon by the parties.
- E. The price adjustment shall take place as soon as data are available retroactive to the Contract anniversary date. No adjustment will be made to lump sum prices.
- F. The price adjustment allowed by this Article shall be the only adjustment for additional costs which the Contractor shall be entitled to other than reimbursement for Metro ordered changes.
- G. Payment for lump sum work shall be as follows:
1. For the item, "Fixed Costs," monthly payments will be made by taking the lump sum submitted in the proposal and dividing that amount by the number of months from January 1, 1990 until December 31, 1994, which resulting amount shall represent monthly payments.
 2. For the drop box bid, monthly payments will be made by taking the bid for this item submitted on the Bid Schedule and dividing by six (6), which resulting amount shall represent the monthly payment for the first six (6) months of this Contract.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- H. Partial payments shall not constitute acceptance by Metro of the Contractor's work nor be construed as a waiver or surrender of any right or claim by Metro in connection with the work.
- I. The Contractor shall submit its invoices with a detailed cost breakdown in accordance with the procedures approved by Metro. In addition to the information provided to Metro in support of its monthly applications for payments, the Contractor shall submit to Metro, concurrent with its monthly payment application, a detailed accounting of all sums paid to DBE and WBE subcontractors during the previous calendar month. This accounting shall reflect the type of work being performed by the DBE/WBE firms and the DBE/WBE firm's name, address, telephone and contact person, previous calendar month's payment and total payments made to the subcontractor. If it is determined by Metro that the Contractor is not making satisfactory progress towards the DBE/WBE goals established at the time of the Contract award, the Contractor shall be required to adequately explain this failure and to demonstrate its full compliance with Metro's Disadvantaged Business Program or shall be deemed to be in default of the Contract.
- J. Conditions Precedent to Payment. It is a condition precedent to the Contractor's rights to any payments under the Contract that all bills for labor and materials, including labor and materials supplied by or to the Contractor, are paid in full; and, if requested by Metro, the Contractor shall submit receipted invoices and/or lien waivers, as evidence of payment in full of all such accounts. As a further condition precedent to the Contractor's right to any payments under this Contract, if requested by Metro, the Contractor shall submit a lien waiver before any payment, and a final lien waiver stating the Contractor has been paid in full prior to the final payment. Nothing in this section is meant to establish an exhaustive list of all the conditions precedent to payment in this Contract. Any and all conditions precedent to payment established by this Contract but not contained in this section remain valid.
- K. Final Payment. Final payment shall fall due only after the Contractor shall:
1. Submit to Metro an affidavit certifying that the Contractor has paid all federal, state and local taxes including excise, use, sales, and employee withholding taxes.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

2. Submit to Metro an affidavit certifying that the Contractor has met the DBE/WBE goals or that the Contractor made a good faith effort to do so and listing each DBE and WBE firm utilized along with the type of work performed and total payments made to each DBE and WBE subcontractor.
 3. Pay and obtain release of record, of all liens and all other encumbrances which relate to the services performed under this Contract.
 4. Deliver to Metro written releases of all rights to file liens against any the transfer facility, signed by each subcontractor and material provider who performed labor or furnished materials in connection with the work.
 5. Deliver to Metro Contractor's written undertaking, with sureties acceptable to Metro:
 - a. To promptly pay and obtain a release of record as to liens in connection with the work covered by this Contract which may in the future affect the transport sites; and
 - b. To defend and indemnify and save Metro harmless from any liability or expense because of any such lien or the enforcement thereof.
- L. When final payment occurs, the Contractor warrants that it has received payment in full for its performance of the Contract and waives all further claims against Metro in connection with the Contract. The Contractor's acceptance of final payment by Metro shall be conclusive proof of Metro's full and complete performance of the Contract.

ARTICLE 16

Metro's Right to Withhold Payment

- A. Metro shall have the right to withhold from payments due the Contractor such sums as it deems necessary, to protect Metro against any loss or damage which may result from negligence or unsatisfactory work by the Contractor, failure by the Contractor to perform or abide by any of its obligations under this Contract or claims against the Contractor or Metro relating to the Contractor's performance or work. In addition, Metro may withhold payments from the Contractor for damages by the Contractor to others not adjusted or resolved, or for failure of the Contractor to make proper payment to its employees, material suppliers and subcontractors, and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

where there is filing of any claim against Metro or the Contractor.

- B. Metro shall provide at least ten (10) days' notice of its intent to withhold under this Article, and the Contractor shall have the right to dispute such actions as provided in these Contract Documents.
- C. No action taken by Metro under this Article shall affect any of the other rights or remedies of Metro granted by any other provision or provisions of this Contract or by law, nor shall it relieve the Contractor from any consequences or liabilities arising from its acts or omissions.

ARTICLE 17

Changes

- A. Metro Change Orders - Metro may, at any time, without notice to the Contractor's surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract
- B. Payment or Credit for Additional Work - All requests for payment for additional work shall be made only under the conditions and procedures set forth in this Article. For purposes of this Article, the term "additional work" means work which is in addition to the work required to be performed under the original Contract or any amendments thereof, but does not include any work required to comply with any changes in law, statutes, rules, regulations, ordinances, permit(s) or permit conditions.
- C. Request for Proposal for Additional Work
 - 1. In the event Metro issues a written change order requesting addition work, it shall also send the Contractor a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for additional work from Metro, the Contractor shall submit to Metro an itemized proposal stating the actual and reasonable costs to the Contractor for performing such additional work, a schedule for performing such work, and the effect, if any, on the Contractor's performance of the existing Contract work by reason of the additional work. The Contractor's proposal shall be based on the least costly method for performing the additional work in accordance with all provisions of the Contract. The parties hereby agree that the profit margin on all work performed

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

pursuant to this section of Article 17 shall be deemed to be ten percent (10%) of the actual cost of performing the work.

2. No request for proposals by Metro shall be construed as authorization for the Contractor to perform the additional work covered by such RFP. To obtain authorization to perform any additional work, the Contractor must be notified in writing by Metro that the Contractor is ordered to proceed with the relevant additional work. In any such written notification Metro shall indicate whether it accepts or rejects the Contractor's proposal. If Metro rejects the Contractor's proposal but orders the additional work to be performed, the Contractor shall perform the additional work as force account work as provided in Section D of this Article. If Metro does not order the Contractor to perform the relevant work, the Contractor shall not be entitled to any reimbursement for the work in the Contractor's proposal of the costs of developing the proposal.

D. Force Account Work - If the amount of payment cannot be agreed upon prior to the beginning of the work, Metro may issue a written Notice to Proceed pursuant to Section C of this Article directing that the work be done on a force account basis. If this occurs, the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including forepersons who are directly assigned to the force account work (actual payroll cost, including wages, customary fringe benefits, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Metro in advance of performance of the force account work.
2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
4. Additional bonds, as required and approved by Metro.
5. Additional insurance (other than labor insurance, as required and approved by Metro).

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

To the costs above there shall be added a fixed fee of ten percent (10%) of the cost of Items 1, 2, and 3 and a fixed fee of five percent (5%) to the cost of Items 4 and 5. An additional fixed fee of ten percent (10%) shall be allowed the Contractor for the administrative handling of portions of the work that are required to be performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items.

- E. Metro Furnished Materials and Equipment - Metro reserves the right to furnish such materials and equipment as it deems expedient for work undertaken pursuant to this Article, and the Contractor shall have no claims for profit or added fees on the cost of such materials and equipment.

F. Contractor Records

1. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish Metro report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment and hours operated.
2. Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Said daily report sheets shall be signed by the Contractor or its authorized agent.

3. To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by Metro, detailed and completed documented verification of the Contractor's and any of its subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed.
4. No payment will be made for work billed and submitted to Metro after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order and Notice to Proceed as described in this Article.

G. Deductions from Payments for Deleted Work - All deductions from payment for deleted work shall be made under the conditions and procedures of this Article. For purposes of this Article, the term "deleted work" means work which is deleted from the work required to be performed under the original Contract, but does not include any work which need not be performed due to any changes in law, statutes, rules, regulations, ordinances, permit(s), permit conditions, or regulatory policies.

H. Request for Proposal for Deleted Work

1. In the event Metro issues a written change order deleting work, it shall also send the Contractor a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for deleted work, the Contractor shall submit an itemized proposal stating the actual and reasonable costs which would be avoided by deleting work called for in the Contract, a schedule for deleting the relevant work, and the effect, if any, on the Contractor's performance of the remaining Contract work by reason of the deleted work. The Contractor's proposal shall be based on all current and future avoided costs to the Contractor for deleting the work and any profit margins or markups which the Contractor's proposal includes for such work.
2. No Request for Proposals by Metro shall be construed as authorization for the Contractor to delete the work covered by an RFP for deleted work. The Contractor shall not delete any work unless and until an order from Metro authorizing such deletion is served upon the Contractor.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

In any such written notification Metro shall indicate whether it accepts or rejects the Contractor's proposal.

3. If Metro rejects the Contractor's proposal but orders the work to be deleted, the Contractor shall delete the work. Metro may make all appropriate deductions from payments, according to the formula below, if Metro has ordered the Contractor to delete work, regardless of whether the Contractor has complied with such order.

- I. Amount of Deductions for Deleted Work - The amount of any deductions from payments for deleted work shall be equal to all current and future avoided costs resulting from the deleted work plus any profit margin or markups which the Contractor's proposal includes for such work. If the latter profit margin or markup figures are unavailable, the parties hereby agree that the Contractor's profit margin on all work shall be deemed to be ten percent (10%) of the actual cost of performing the work. The Contractor shall submit complete records of materials and labor usage to Metro for review. If the Contractor and Metro cannot agree on the amount of the deduction for the relevant deleted work, the matter shall be submitted to arbitration under Article 26.

- J. Cost Increases or Decreases Due to Change in Law

The Contractor may petition Metro for reimbursement of increased costs due to change in law. For purposes of this Article, the term "change in law" means any new or revised laws, statutes, rules, regulations, ordinances. Upon petition of the Contractor and subject to approval of Metro as described in this section, Metro shall pay, subject to the limitations, conditions and procedures stated below, one hundred percent (100%) of the Contractor's reasonable, documented unrecoverable costs, excluding profit make-up of performing the Contract if such increased costs are directly attributable to changes in law which increase the cost of the Contractor's performance of the Contract, and if such changes in law become effective at any time after the deadline for submission of Bids.

1. Federal, State or Local Taxes, Fees or Surcharges: Metro shall not be obligated to reimburse the Contractor for any cost increases or expenses the Contractor may incur due to increase in the rates of federal, state or local taxes, fees or surcharges of whatever nature.
2. General Conditions and Limitations on Reimbursement: Reimbursement shall be allowed under this section only for any costs incurred which are the least costly means of ensuring full compliance with and which are directly

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- necessitated by the relevant change in law. No reimbursement for cost increases shall be allowed for any cost increases which are in any way attributable to the Contractor's operations, or activities which are caused by the Contractor or its subcontractors, employees, agents, or servants, or which are otherwise within the Contractor's control.
3. The Contractor must fully demonstrate and document the need for the requested reimbursement to Metro's satisfaction and approval as a condition precedent to the Contractor's right to any payment under this section.
 4. Cancellation of Reimbursement: Metro may at any time cancel any reimbursement made under this section which was made in error. The Contractor shall at all times keep Metro informed as to whether any reimbursement remains necessary. Also, upon Metro's request, the Contractor shall immediately provide Metro with all documents or information or other evidence in the Contractor's possession or control which Metro requests to determine whether there is a continuing need for any and all reimbursements made under this Article.
- K. Metro shall be entitled to reduce payments to the Contractor subject to the conditions stated below, to reflect one hundred percent (100%) of the reduced costs of the Contractor's performance under the Contract which reduced costs are attributable to any categories of changes in law for which the Contractor is entitled to reimbursement of increased costs under the previous section. Metro may at any time serve the Contractor with notice and explanation of Metro's intent to reduce payments under this paragraph. Within thirty (30) days of service of such notice, the Contractor shall respond in writing to such notice and such written response shall state whether or not the Contractor believes that any deductions from payments due the Contractor are justified by the change in law and shall state any reductions in the costs of performing the Contract due to the relevant change in law. The Contractor shall fully document and otherwise support its response to Metro's notice under this section. Upon written petition of the Contractor, Metro may at any time cancel reductions made under this section if Metro determines that the need for the reduction has expired or that a reduction was made in error. The Contractor shall at all times keep Metro informed as to both when any reduction due to change in law is appropriate, and as to when any reduction is no longer appropriate.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- L. Schedule of Payments. Metro shall make any payments due the Contractor under this Article as soon as possible after the work is performed.

ARTICLE 18

Indemnification

- A. The Contractor agrees that for purposes of the Oregon Tort Claims Act (ORS 30.260 through 30.300) that neither the Contractor, its officers, agents and employees nor any of the Contractor's subcontractors of any tier or their officers, agents and employees are agents of Metro. The Contractor for itself and its officers, agents, employees and its subcontractors of any tier and their officers, agents and employees will make no claim whatsoever against Metro for indemnification pursuant to ORS 30.260 to 30.300 and the Contractor agrees to hold Metro harmless and indemnify Metro from any such claims.
- B. The Contractor shall indemnify, and hold Metro harmless from and against any and all claims, causes of action, demands, suits, damages, penalties, charges, judgments, liabilities, losses, of whatsoever character or kind (all hereinafter referred to as "claims") and all expenses arising from such claims including, but not limited to, attorneys' fees upon trial and upon appeal and any and all costs, if such claims or expenses allegedly or actually arise or result from, directly or indirectly, or are in any way connected with:
1. the performance or nonperformance of any provision or requirement of this Contract by the Contractor, its officers, employees, subcontractors, agents or servants;
 2. the failure of the Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities as is required by Article 1 of the General Conditions.
- C. In addition to the indemnification set forth in Sections A and B of this Article, the Metro South Contractor shall indemnify and hold Metro harmless from and against any and all claims and all expenses or costs including, but not limited to attorneys' fees upon trial and upon appeal, and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

any administrative fines or penalties, connected with any release or emission or threatened release or emission related to the handling, processing, or storing of waste at the transfer station.

- D. The Contractor shall, upon demand of Metro, at the Contractor's sole cost and expense, defend and provide qualified attorneys acceptable to Metro under service contracts acceptable to Metro to defend Metro, its officers, employees, agents and servants against any and all claims, causes of actions, suits, demands, damages, penalties, charges, liabilities, losses, awards of damages, or judgments, of whatsoever character or kind, arising or resulting from, directly or indirectly, or in any way connected with:
1. the performance or nonperformance of any provision or requirement of this Contract by the Contractor, its officers, employees, subcontractors, agents or servants;
 2. any acts or omissions of the Contractor, its officers, employees, subcontractors, agents or servants at or in connection with the Project; or
 3. the failure of the Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities as is required by Article 1 of the General Conditions.
- E. In any and all claims against Metro, these indemnification obligations shall not be limited in any way by any limitation in the amount or type of insurance obtained by the Contractor.

ARTICLE 19

Performance and Labor and Materials Bonds

A. Requirements

1. Within ten (10) calendar days of Notice of Conditional Award, and not later than one hundred twenty (120) calendar days prior to each anniversary date of this Contract, the Contractor shall execute and deliver to Metro an annually renewable Performance and Labor and Materials Bond on the form bound herein or a Letter of

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Credit in favor of Metro conditioned upon the faithful performance of the Contract and the payment of all Labor and materials. The Performance and labor and Materials Bond or the Letter of Credit shall be in the amount of \$1,000,000.

2. Each Bond or Letter of Credit required by this section shall be in effect for the term commencing with the applicable contract anniversary date until the following anniversary date. Failure to execute and deliver the required annual Bonds or Letters of Credit to Metro at least one hundred and twenty (120) calendar days prior to the contract anniversary date shall constitute a default by the Contractor under the terms of this Contract, but such failure shall not constitute a default under the Bond or Letter of Credit.

B. Surety Rating - The Surety or banking institution furnishing a Bond or Letter of Credit shall have a rating of at least A and be of the appropriate class for the relevant bond amount according to Best's Key Rating System and shall otherwise have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact who executes the Bond or Letter of Credit on behalf of the Surety or banking institution must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety or banking institution on the date of execution of each Bond or Letter of Credit.

C. Additional Assurance of Performance

1. The Contractor shall from time to time take such additional actions and furnish to Metro such additional documents and instruments which Metro reasonably requests to secure performance of the Contractor's obligations under this Agreement.
2. None of the requirements contained in this Article 19 are intended to, nor shall they in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

ARTICLE 20

Liability Insurance

A. General. The Contractor shall provide (from insurance companies with an "A" rating as determined by Best Insurance Reports, or through self insurance arrangements acceptable to

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

Metro) the insurance coverage designated hereinafter and pay all costs therefor.

Before commencing work under this Contract, the Contractor shall furnish Metro with the certificates of insurance specified herein or, in the alternative, 1) a certificated copy of self-insurance Bond in the amount of \$3,000,000 or 2) \$3,000,000 Letter of Credit if self-insured, naming Metro as an additional named insured and showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statements:

1. This/These policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Metro and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that Metro may have other valid and collectible insurance covering the same risk.
2. This/These policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days' written notice of such cancellation, reduction or alteration in coverage shall have been received by Metro.
3. No act on the part of the insured shall affect the coverage afforded to Metro under the insurance covered by this certificate.
4. This/These policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

The Contractor shall immediately increase the amounts of insurance required to reflect any changes in Oregon Law to ensure that the insurance provided shall cover, at a minimum and in addition to, the designated insurance requirements listed below, the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act.

In case of any breach of any provision of this Article, Metro, at its option, may take out and maintain, at the expense of the Contractor, such insurance as Metro may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

Designated Insurance Requirements

Limits

- (1) (a) Workers' Compensation covering all employees who are engaged in any work under the Contract (including subcontractors')

Statutory (State/Federal)

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

employees).

The Contractor shall require its Workers' Compensation carrier to provide Metro with an endorsement for waiver of subrogation.

- (b) U.S. Longshoremen and the Harbor Workers Act (USL+H) coverage covering all employees who are engaged in any applicable work under the Contract.

Statutory

- (c) Federal Employees Liability Act (FEILA) coverage, extended to include "Jones Act" -- i.e., captains and crews of vessels, covering all employees who are engaged in any applicable work under the Contract.
Not less than

\$1,000,000

- (d) Employers' Liability including bodily injury caused by disease.
Not less than

\$500,000

- (2) Comprehensive General Liability, and Protection and Indemnity, if applicable:

- (a) Contractors' Public Liability and Contractual Liability Coverage:

(i) Bodily injury (inc. death) and Personal Injury

(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations, and shall include coverage for Explosion, Collapse and Underground.

(i and ii coverage)

\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

(b) Metro's and Contractors' Protective Liability:

(i) Bodily injury (inc. death)

(ii) Broad Form Property Damage
and Broad Form Property
Damage including Completed
Operations, and shall
include coverage for
Explosion and Collapse.

(i and ii coverage)

\$1,000,000 per
occurrence/aggregate combined
single limit bodily injury and
property damage

(3) Comprehensive Automobile Liability
including Owned, Nonowned and Hired Vehicles:

(i) Bodily injury (inc. death)

(ii) Property damage

(i and ii coverage)

\$1,000,000 per
occurrence/aggregate combined
single limit bodily injury and
property damage

(4) Umbrella Coverage

to achieve a total coverage of
\$3 million

- B. When activities of the Contractor are to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance.

The Contractor shall include in its liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided by the Contractor at its own expense at no additional cost to Metro.

- C. The Contractor shall maintain the above insurance at all times until completion of the Contract or until the termination date of the Contract, whichever is later.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- D. Maintenance of insurance by the Contractor as specified in this Article shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of Contractor under this Contract and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.
- E. Metro shall have the right, at its sole option, to require the Contractor to place all of the aforementioned insurance coverages through such Master Policy as Metro may obtain if such would reduce the premiums for such coverages. The Contractor agrees that Metro may deduct from the Contract Sum the amount of the premiums payable on any policy obtained through a Master Policy, or, at Metro's discretion, pay the same directly to the insurance carrier. The Contractor further agrees to comply with such regulations as Metro may issue from time to time to improve the administration of the Master Policy.

ARTICLE 21

Permits and Regulations

- A. The Contractor shall obtain, maintain, and pay for all permits, licenses, certificates, inspection fees and surcharges and other approvals required by law, both temporary and permanent. Any such fees shall be included in the prices bid in the Contractor's Bid. The Contractor shall obtain any and all necessary business licenses required by law.
- B. The Contractor shall be liable for all fines or penalties of any kind which may be imposed by any regulatory agency for violations of permits, laws, or regulations by the Contractor or its employees, agents, or subcontractors. Metro shall not be liable for and shall not reimburse the Contractor for payment of any such fines or civil penalties.
- C. The Contractor is responsible for paying all federal, state and local permits, taxes, fees and charges.

ARTICLE 22

Royalties and Patents

The Contractor shall pay all royalties and license fees related to the performance of this Contract. The Contractor shall defend all suits or claims for any and all infringements of any patents

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

which may occur in the performance of this Contract and shall hold Metro harmless from loss on account thereof; provided, however, that Metro shall be responsible for all such loss when a particular process or product is specified by it unless the Contractor shall have information that such particular process or product infringes a patent, in which event, the Contractor shall be responsible for loss on account thereof unless it promptly and immediately provides such information to Metro.

ARTICLE 23

Taxes and Fees

The Contractor shall be responsible and liable for payment of all federal, state, regional, county and local taxes and fees, and surcharges of every form, which apply to any and all persons, entities, property, income, equipment, materials, supplies, structures, or activities which are involved in the performance of the Contract including, but not limited to, any and all income taxes, real property taxes, excise taxes, sales and use taxes and fees which arise in connection with the Contract.

ARTICLE 24

Materials, Employees and Workmanship

- A. All workmanship and materials provided by the Contractor shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. The Contractor shall furnish evidence of the skill of its employees, subcontractors and agents upon the request of Metro.
- B. The Contractor shall at all times enforce strict discipline and good order among its employees and all subcontractors.

ARTICLE 25

Arbitration

- A. Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Contract. Subject to the conditions and limitations of this paragraph, any controversy or claim arising out of or relating to this Contract which remains unresolved after such negotiations shall be exclusively settled by arbitration under the laws of the state of Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All disputes shall be heard and decided by one arbitrator and

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

all arbitration proceedings shall be held in Portland, Oregon. However, all disputes concerning Metro's right to the equitable remedy of specific performance shall not be subject to arbitration, but shall be decided exclusively by a court of competent jurisdiction in Multnomah County, Oregon, under the laws of the state of Oregon.

- B. The Contractor agrees to consolidation of any arbitration between Metro and the Contractor with any other arbitration involving, arising from, or relating to this Contract or otherwise involving the transfer, transport, collection, or disposal of waste by Metro.
- C. In the event that Metro determines, in its sole opinion, that the public interest requires a speedy resolution of any controversy or claim regardless of the amount, Metro shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58).
- D. In no event shall submission of a dispute arising out of this Contract, by either party, relieve the Contractor of its obligation to fully perform the requirements of the Contract as directed by Metro, pending resolution of the dispute pursuant to the procedures set forth in this Article. In the event the Contractor, in Metro's opinion, fails to fully perform the requirements of the Contract pending resolution of a dispute, Metro shall be entitled to exercise its rights to impose liquidated damages pursuant to Article 10, or terminate the Contract pursuant to Article 12 of this Contract.
- E. Each party hereto and the Contractor's Surety accepts jurisdiction of the courts of the state of Oregon for the purposes of commencing, conducting and enforcing such arbitration proceedings and agrees to accept notice in writing sent by certified letter addressed to said party of intention to proceed with arbitration and of any other step in connection therewith or enforcement thereof, with the same effect as though personally served therewith in the state of Oregon. The decision of the arbitrator shall be final and binding upon both parties and the Contractor's Surety who hereby agree to comply therewith. The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this section shall be exclusively in the county of Multnomah in the state of Oregon.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

ARTICLE 26

Attorney's Fees

In the event suit or action or arbitration is instituted to enforce any right granted herein, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, a reasonable attorney's fee to be fixed by the trial court; and on appeal, if any, similar fees in the appellate court to be fixed by the appellate court.

ARTICLE 27

Assignment

- A. The Contractor shall not assign any rights or obligations under or arising from this Contract without the prior written consent of Metro. The Contractor shall not assign any amounts due or to become due under this Contract without prior written notice to Metro.
- B. This Contract is executed with a certain qualified party to perform the Contract. The delegation by the Contractor of any Contract duties will require the prior written consent of Metro and of the Surety. Any such delegation of duties will not relieve the Contractor or its Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility for performance of that duty, however, the Contractor shall remain fully liable for performance according to the terms of the Contract notwithstanding the delegation.

ARTICLE 28

Change of Ownership

- A. Any change in control or the transfer of a controlling interest in the beneficial ownership of the Contractor shall constitute a default under the terms of this Contract, unless Metro consents to such transfer. If, however, Metro determines that the new owner can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then Metro may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous owner of all obligations and liabilities.
- B. "The transfer of a controlling interest of the Contractor" shall include, but is not limited to, the transfer of ten

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

percent (10%) or more of the beneficial ownership of the Contractor to or from a single entity, unless Metro, at the Contractor's request, finds to the contrary. Intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, shall not be construed as transfers of a controlling interest in the Contractor, nor shall transfers by operation of law.

ARTICLE 29

Disadvantaged Business Program

- A. The Contractor agrees to follow the policies and rules set out in Metro's Disadvantaged Business Program contained in Metro Code Sections 2.04.100 through 2.04.180 which by this reference are hereby fully incorporated as if fully set forth herein.
- B. The Contractor shall not replace a Disadvantaged or Women-Owned Business subcontractor with another subcontractor, either before Contract award or during Contract performance, without prior approval of Metro. In replacing a Disadvantaged or Women-Owned Business subcontractor, the Contractor shall replace such Disadvantaged or Women-Owned Business subcontractor with another certified Disadvantaged Business subcontractor or make good faith efforts to do so. Failure to do so shall constitute the Contractor's breach of this Contract, and Metro, at its option, may terminate this Contract under the procedures set out in Article 12.
- C. The Contractor shall provide monthly reports on its compliance with the DBE/WBE goals of this Contract and with Metro's Disadvantaged Business Program.
- D. Metro reserves the right, at all times during the period of this Contract, to monitor compliance with the terms of the Disadvantaged Business Program and this Contract, and with any representation made by the Contractor prior to Contract award pertaining to Disadvantaged or Women-Owned Business participation in the Contract, and any representation made by the Contractor regarding replacement of any Disadvantaged or Women-Owned Business subcontractor during the duration of this Contract.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

ARTICLE 30

Public Contracts

- A. The provisions set out in Oregon Revised Statutes, Chapters 187 and 279, as amended or superseded, including the latest additions and revisions, and all applicable provisions of the Metro Code, are incorporated by reference as part of these Contract Documents. In addition, the specific requirements of certain of these sections are set out below. These provisions are applicable to this Contract unless or until they are superseded by federal law.
- B. Pursuant to ORS 279.312, the Contractor shall make payment promptly, as due, to all persons supplying the Contractor with labor or material for the prosecution of the work as provided in this Contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund (IAF) from the Contractor or its subcontractor incurred in the performance of the Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C. Pursuant to ORS 279.314, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Metro may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such Contract. Metro's payment of such a claim in the manner authorized by ORS 279.314 shall not relieve the Contractor nor the Contractor's Surety from their obligations with respect to any unpaid claims.
- D. Pursuant to ORS 279.316, except as permitted by federal law or other state statutes or regulations, no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and one-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- E. Pursuant to ORS 279.320, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.

ARTICLE 31

Assignment of Antitrust Rights

- A. The Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to Metro an interest in any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at Metro's option, the right to control any such litigation on such claim for relief or cause of action, if Metro's interest, so assigned, exceeds fifty (50) percent of the total claim in a cause of action by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Contract. Metro's interest shall be a proportion of the total claim or cause of action equal to the percentage of the total claim proportionable to the performance of this Contract as measured against the total of the Contractor's business affected by the violation.
- B. In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to Metro, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at Metro's option, the rights to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract, in a like manner as provided in Section A. above.

CONTRACT DOCUMENTS FOR
METRO SOUTH STATION OPERATIONS

- C. In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to Metro. It is an express obligation of the Contractor to advise the General Counsel of Metro:
1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
 2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 3. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to Metro.

Furthermore, it is understood and agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to Metro its proportionate share thereof, if any, assigned to Metro hereunder.

ARTICLE 32

Contract Term

- A. The period of operations for Metro South Station will extend from 12:01 a.m. on January 1, 1990, to 11:59 on December 31, 1994, subject to Section B below.
- B. Metro may, in its sole discretion upon ninety (90) days written notice to the Contractor, extend the initial term for the operation of Metro South Station for a period not to exceed two and one half years. No such extension shall be for a period of less than six (6) months. During any such extension period, Metro shall only be obligated to pay the Contractor unit prices, excluding "fixed costs" payments, as annually adjusted according to these General Conditions.

APPENDIX

consisting of

WASTE FLOW AND TOTAL BID CALCULATION

LOGISTICS FOR SITE CONFIGURATIONS

LANDSCAPE MAINTENANCE SPECIFICATION

DRAWINGS

COMPACTOR PARTS INVENTORY

METRO DISADVANTAGED BUSINESS PROGRAM

LITTER PATROL AREA

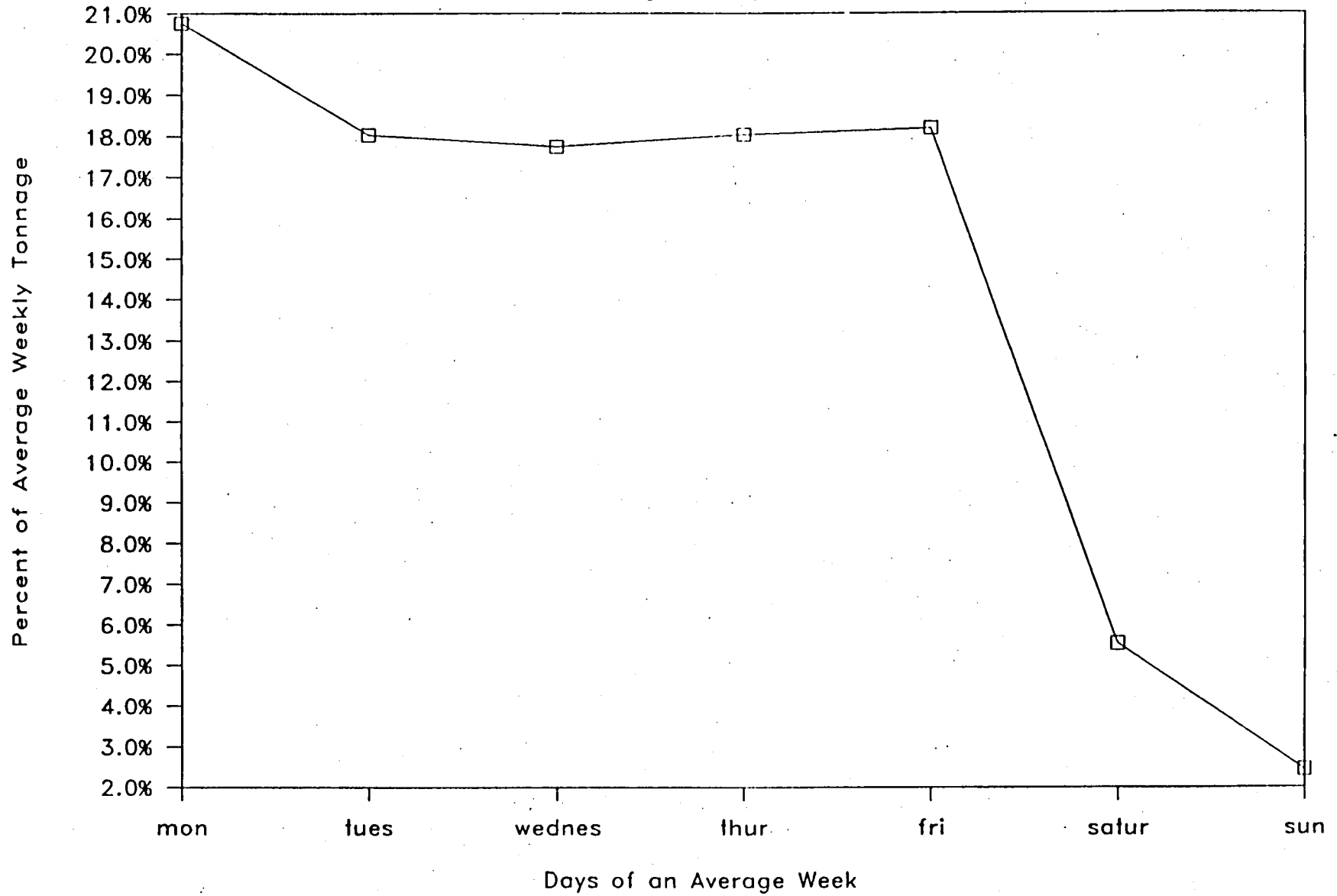
BID FORMS

WASTE FLOW AND TOTAL BID CALCULATION

YEAR	Waste Flow (Tons)		Jan	Feb min	Mar	Apr	May	Jun	Jul	Aug max	Sep	Oct	Nov	Dec	Average
	Annual	Cumulative	7.47%	6.76%	8.23%	8.75%	8.84%	9.19%	9.36%	9.61%	8.54%	8.37%	7.44%	7.44%	
1990	351,660	351,660	26,269	23,772	28,942	30,770	31,087	32,318	32,915	33,795	30,032	29,434	26,164	26,164	29,305
1991	250,000	601,660	18,675	16,900	20,575	21,875	22,100	22,975	23,400	24,025	21,350	20,925	18,600	18,600	20,833
1992	250,000	851,660	18,675	16,900	20,575	21,875	22,100	22,975	23,400	24,025	21,350	20,925	18,600	18,600	20,833
1993	250,000	1,101,660	18,675	16,900	20,575	21,875	22,100	22,975	23,400	24,025	21,350	20,925	18,600	18,600	20,833
1994	250,000	1,351,660	18,675	16,900	20,575	21,875	22,100	22,975	23,400	24,025	21,350	20,925	18,600	18,600	20,833

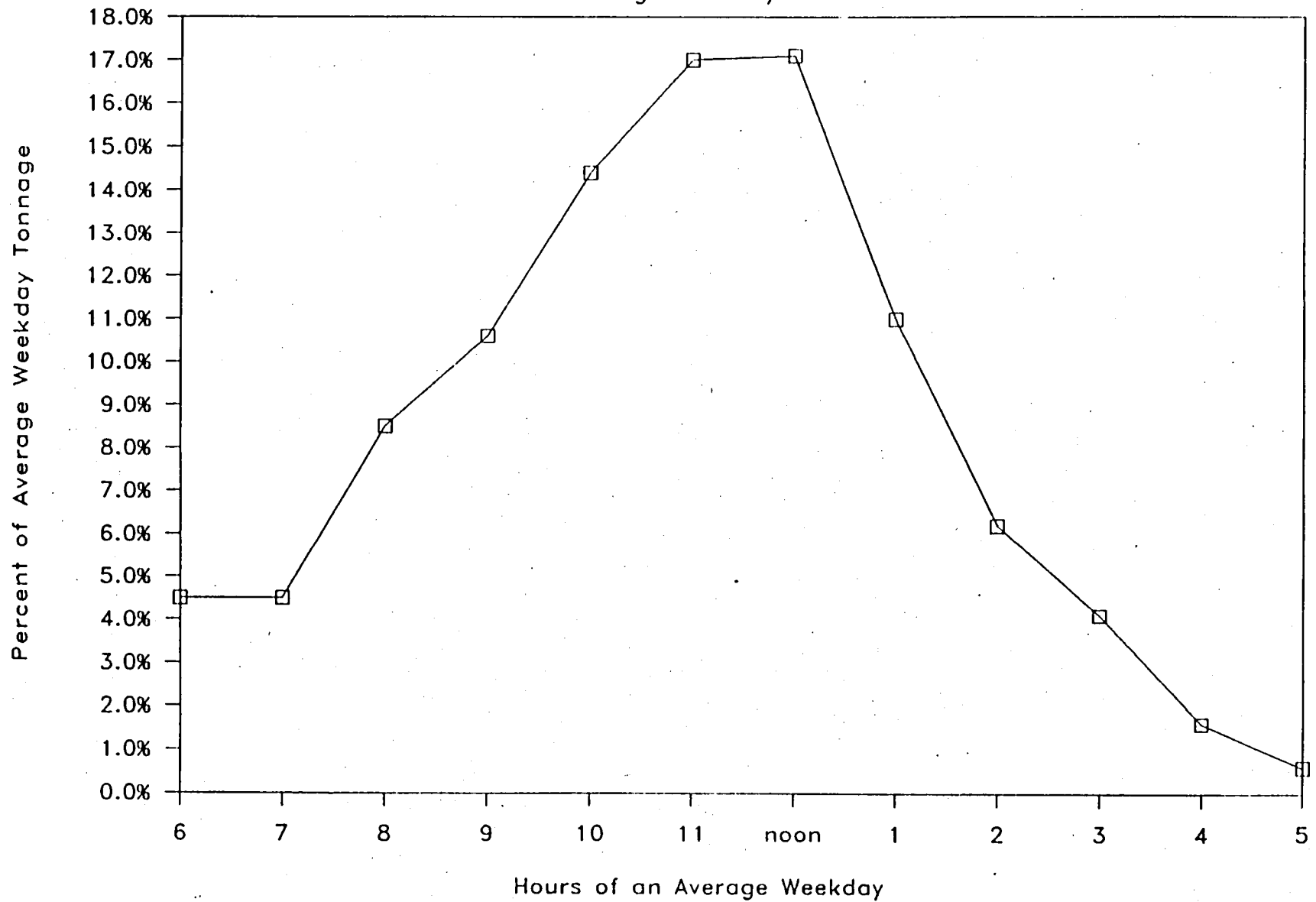
YEAR	WEEKLY TONNAGE AS A PERCENTAGE OF THE AVERAGE MONTHLY TONNAGE			WEEKDAY TONNAGE AS A PERCENTAGE OF THE AVERAGE WEEKLY TONNAGE			SATURDAY TONNAGE AS A PERCENTAGE OF THE AVERAGE WEEKLY TONNAGE			SUNDAY TONNAGE AS A PERCENTAGE OF THE AVERAGE WEEKLY TONNAGE		
	min	max	ave	min	max	ave	min	max	ave	min	max	ave
	19.1%	25.3%	23.0%	6.0%	23.4%	18.6%	2.5%	9.5%	5.5%	0.9%	8.6%	2.4%
1990	5,597	7,414	6,740	408	1,584	1,259	169	643	372	61	582	162
1991	3,979	5,271	4,792	289	1,126	895	120	457	265	43	414	115
1992	3,979	5,271	4,792	289	1,126	895	120	457	265	43	414	115
1993	3,979	5,271	4,792	289	1,126	895	120	457	265	43	414	115
1994	3,979	5,271	4,792	289	1,126	895	120	457	265	43	414	115

Daily Waste Flow as a Percentage of the Average Weekly Waste Flow



Hourly Waste Flow as a Percentage

of the Average Weekday Waste Flow



PROPOSER INPUTS (from Form E)

(E1) UNIT PRICES: A	\$6.25
B	\$5.75
C	\$5.00
D	\$4.75
E	\$4.25
(E2) %CPI ADJUSTMENT	95%
(E3) LUMP SUM	\$1,000,000

METRO'S EVALUATION ASSUMPTIONS

- (1) 4% CPI ADJUSTMENT
 (2) 6% DISCOUNT RATE - Annual Total Costs
 (3) 2% DISCOUNT RATE - Annual Tons
 (4) PRESENT WORTH IN 1990 DOLLARS

	1990	1991	1992	1993	1994
WASTE FLOWS					
CATEGORY 1, Tons	0	72,775	72,775	72,775	72,775
CATEGORY 2, Tons	0	84,725	84,725	84,725	84,725
CATEGORY 3, Tons	23,772	92,500	92,500	92,500	92,500
CATEGORY 4, Tons	197,774	0	0	0	0
CATEGORY 5, Tons	130,114	0	0	0	0
TOTAL ANNUAL WASTE, Tons	351,660	250,000	250,000	250,000	250,000
TOTAL ANNUAL VARIABLE COSTS	\$1,552,138	\$1,385,032	\$1,437,663	\$1,492,294	\$1,549,001
LUMP SUM COST	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
TOTAL COSTS	\$1,752,138	\$1,585,032	\$1,637,663	\$1,692,294	\$1,749,001
ANNUAL PRESENT VALUE (1990\$)	\$1,752,138	\$1,495,313	\$1,457,514	\$1,420,883	\$1,385,373
ANNUAL PRESENT WORTH (Real Tons, no monthly minimum)	351,660	245,098	240,292	235,581	230,961
TOTAL PRESENT VALUE (1989\$)	\$7,511,220				
TOTAL PRESENT WORTH (Real Tons)	1,303,592				
LEVELIZED COST/TON		\$5.76			

SLIDING SCALE:

$$U = \frac{U2 - U1}{T2 - T1} \cdot (T - T1) + U1$$

$$I = U \cdot (1 + (CPI - P) \cdot (YR - 1990))$$

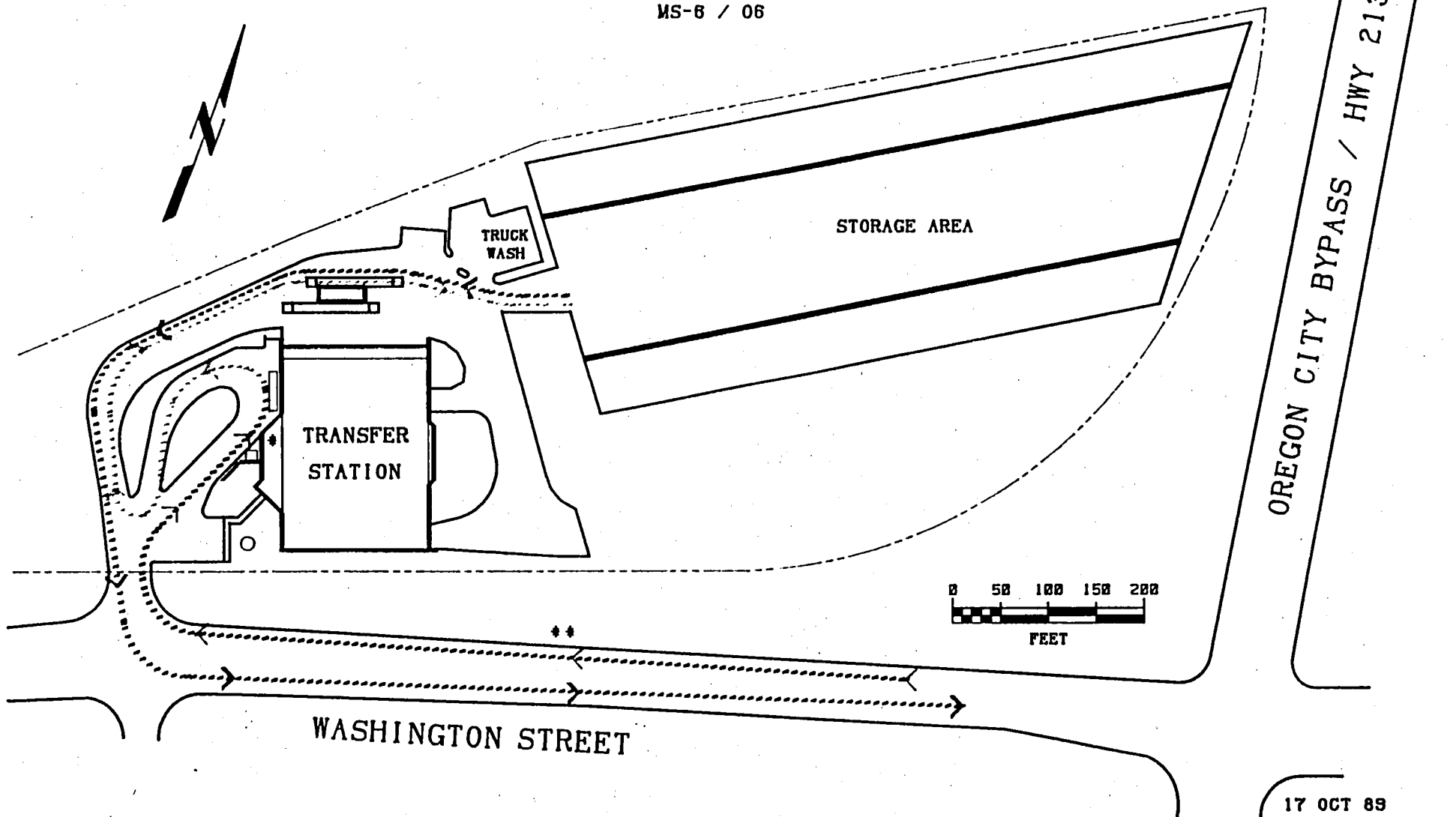
I = Unit Cost After CPI Adjustment
 U = Unit Cost Before Inflation
 T = Tons/Mo
 U1 = Unit cost at beginning of category
 U2 = Unit cost at end of category
 T1 = Tons/Mo
 T2 = Tons/Mo at end of category
 P = Proportion of CPI Adjustment

1991 MONTH	TONS/MO (T)	CATEGORY	TOTAL TONS (Cat 1)	TOTAL TONS (Cat 2)	TOTAL TONS (Cat 3)	TOTAL TONS (Cat 4)	TOTAL TONS (Cat 5)	\$/TON* (U)	\$/TON, INFLATED (I)	TOTAL COST (T * I)
January	18,675	1	18,675	0	0	0	0	\$5.88	\$6.11	\$114,030
February	16,900	1	16,900	0	0	0	0	\$6.06	\$6.29	\$106,306
March	20,575	2	0	20,575	0	0	0	\$5.53	\$5.74	\$118,197
April	21,875	2	0	21,875	0	0	0	\$5.05	\$5.24	\$114,596
May	22,100	3	0	0	22,100	0	0	\$4.99	\$5.18	\$114,508
June	22,975	3	0	0	22,975	0	0	\$4.92	\$5.11	\$117,303
July	23,400	3	0	0	23,400	0	0	\$4.88	\$5.07	\$118,612
August	24,025	3	0	0	24,025	0	0	\$4.83	\$5.01	\$120,481
September	21,350	2	0	21,350	0	0	0	\$5.24	\$5.44	\$116,208
October	20,925	2	0	20,925	0	0	0	\$5.40	\$5.61	\$117,357
November	18,600	1	18,600	0	0	0	0	\$5.89	\$6.11	\$113,717
December	18,600	1	18,600	0	0	0	0	\$5.89	\$6.11	\$113,717
TOTAL	250,000		72,775	84,725	92,500	0	0			\$1,385,032

LOGISTICS FOR SITE CONFIGURATIONS

METRO SOUTH
ONSITE STORAGE AREA
(West End Compactor* / Without Curb Cut**)

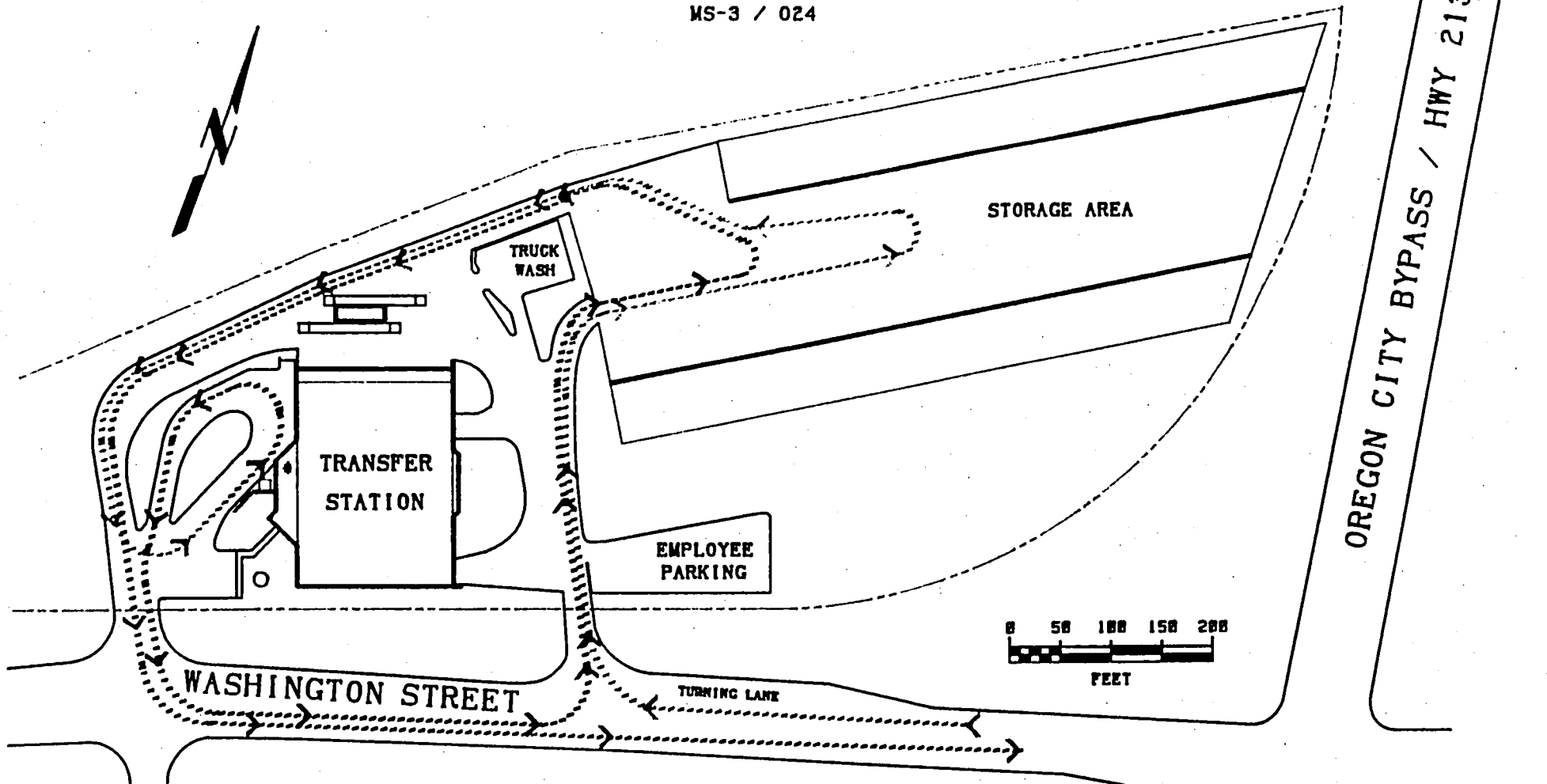
MS-8 / 06



17 OCT 89

METRO SOUTH ONSITE STORAGE AREA (West End Compactor) *

MS-3 / 024



- > Empty / Hauled by Transportation Contractor
- > Empty / Hauled by Station Operator
- > Full / Hauled by Station Operator
- > Full / Hauled by Transportation Contractor

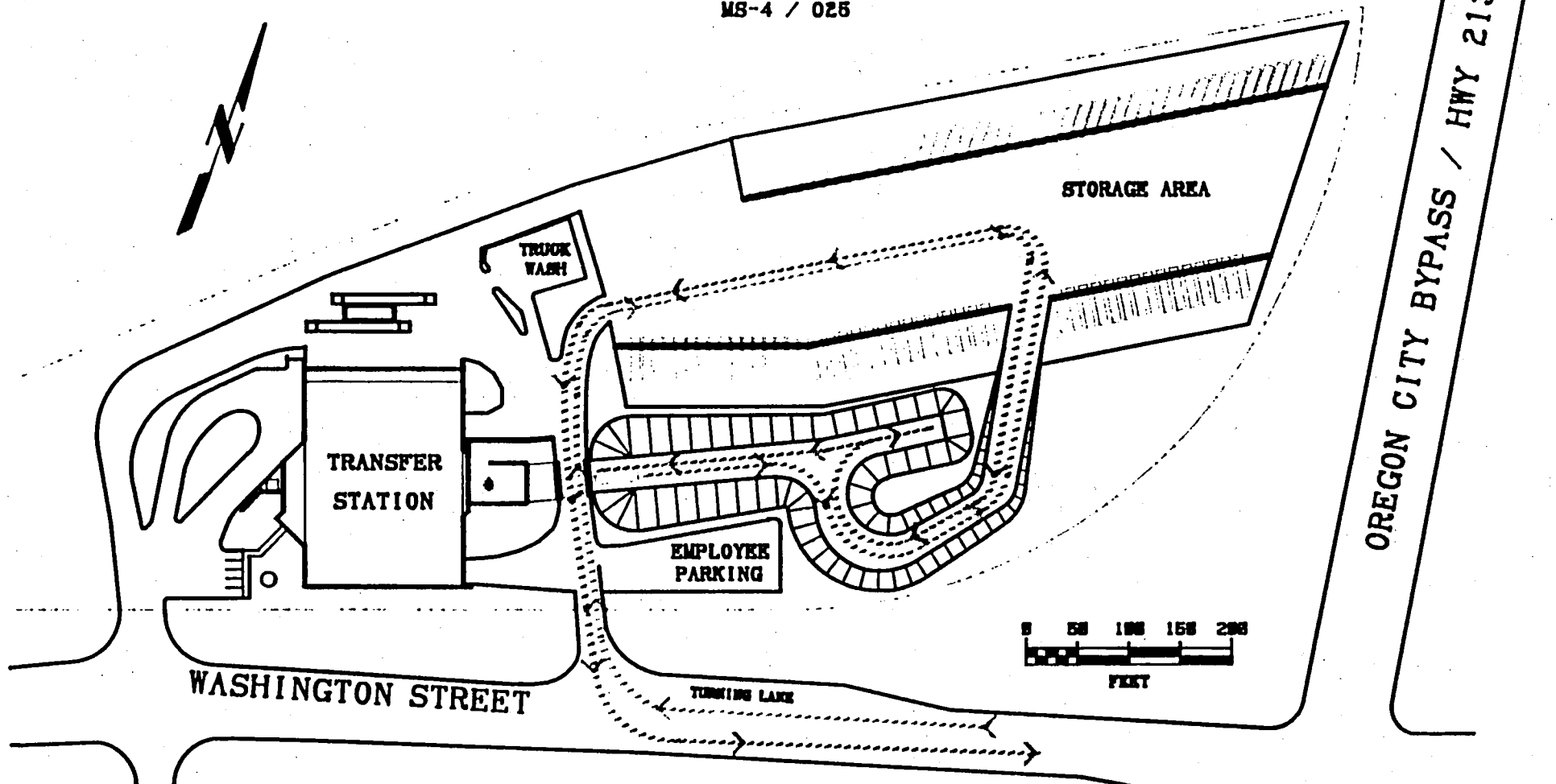
15 MAY 89

METRO SOUTH

ONSITE STORAGE AREA

(East End Compactor Modifications) *

MS-4 / 025



- > Empty / Hauled by Transportation Contractor
- > Empty / Hauled by Station Operator
- > Full / Hauled by Station Operator
- > Full / Hauled by Transportation Contractor

25 JUL 89

LANDSCAPE MAINTENANCE SPECIFICATIONS

**METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER**

LANDSCAPE MAINTENANCE SPECIFICATIONS

Prepared for

Metropolitan Service District
2000 Southwest First Avenue
Portland, Oregon 97201
(503) 221-1646

Prepared by

McKeever/Morris, Inc.
812 Southwest Washington Street
Suite 1110
Portland, Oregon 97205
(503) 228-7352

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

Section 02970

Landscape Maintenance

PART 1 - GENERAL

1.01 Scope

The scope of this Contract requires:

- A. Maintenance of entire landscaped area including installed plant materials, lawn, irrigation system, storm drainage system, wetland and pond habitat and interpretive facilities located within and adjacent to the Metro South Station Property identified on the site modification plans as:
 - 1. Area "A" Wetland, Pond and Wildlife Habitat Interpretive Area;
 - 2. Area "B" Transfer Center Building; and
 - 3. Area "C" Trailer Staging/Storage Area.
- B. Maintenance on a yearly cycle, commencing on the day after final acceptance of the installation work or as otherwise determined by METRO.
- C. Contractor Responsibilities:
 - 1. Contractor shall supervise and direct the work as may be necessary to perform the work in accordance with the Contract Documents.
 - 2. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance and for seeing that the maintenance work complies with the Contract Documents.
 - 4. Contractor shall maintain at all times during the contract period a competent supervisor. He shall not be replaced with written notice to METRO except under extraordinary circumstances.
 - 5. Contractor shall confine equipment, the storage of materials and the operations of workers to areas permitted by the contract.
 - 6. If any work of the Contractor is found to be defective by METRO, Contractor shall correct such defective work promptly without added cost to METRO.

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

7. Upon completion of work, and as a requirement for payment, Contractor shall submit monthly progress reports to METRO clearly organized and complete with information on the status of operation, maintenance, winterization, and repair of the systems and features associated with the landscape area.
8. Contractor shall submit to Metro, for approval, the name(s) and qualifications of landscape subcontractor(s) to be used in performing the work.

PART 2 - PRODUCTS

2.01 Equivalency

All brands of materials and products given in these specifications are named for the purpose of establishing a standard of quality and characteristics desired. Other materials and products of equal quality and characteristics for the purposes intended may be proposed or submitted at the appropriate time for approval. A substitution Request Form shall be submitted to METRO, for judgement and determination of the equality and suitability of the proposed substitutions.

2.02 Fertilizer

- A. Turf: Par-Ex 24-4-12 with IBDU, or approved equal.
- B. Trees & Shrubs: Par-Ex 20-5-5 or 14-19-19 with IBDU, commercial blend "B" or approved equal.

2.03 Lawns

Where required, match seed mix initially installed or as follows:

- A. Fresh, clean, new drop seed with minimum 98% purity and 90% germination.
- B. Mixture:

<u>Lawn Seed Mix</u>	<u>Weight Proportion</u>
Elka Perennial Rye	70%

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

Ensylva Creeping Red Fescue	30%
<u>Wetland Grasses</u>	
Hard Fescue	as needed

2.04 Wildflower/Meadow Grass

- A. Seed Mix shall consist of the following:

<u>Seed Type</u>	<u>Weight Proportion</u>
Native Wildflower Mix*	90%
Western Fescue	10%

<u>*Common Name</u>	<u>Botanical Name</u>
Red Columbine	Aquilegia formosa
Yellow Columbine	Aquilegia flavescens
Aster	Aster spp.
Indian Paintbrush	Castilleja spp.
California Poppy	Eschscholzia californica
Evening Primrose	Oenothera argillicola
Prairie Clover	Penstemon purpureus
Dwarf Catchfly	Silene armeria
Western Starflower	Trientalis latifolia

2.05 Selective Herbicide

- A. Post-emergence herbicide as required to control broadleaf weeds.
- B. Pre-emergence herbicide as required to control annual grasses in lawns and germination of annual and perennial weeds in planting beds.

2.06 Soil Materials

- A. North American Soils, Garden Care Compost.
- B. Dolomite Lime, No.10.

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

2.07 Replacement Plant Materials

- A. Replacement plants shall be of healthy stock, well branched and rooted, full foliated when in leaf, and free from insects, diseases, weeds, weed roots, injuries, and defects such as knots, sun-scald, windburn, abrasions, or disfigurement, and of a size equal to or exceeding measurements of material being replaced. Plants shall be well shaped and properly pruned with normal branching configurations. Sizes and methods of handling according to the American Standard of Nursery Stock recommended by the American Association of Nurserymen.
- B. Contractor shall be responsible for quality of plants and plant materials and shall verify that all plants comply with these specifications and are healthy and suitable for their intended planting locations.

2.08 Wound Paint

Flintkote "Treheal" 900-01, or equal.

2.09 Irrigation

- A. All materials and equipment shall be new except where otherwise indicated by METRO.
- B. Each type of replacement material or model of equipment shall be from one manufacturer, equivalent to that which is proven defective or non-functioning.

2.10 Equipment

- A. Bed Knives: Properly adjusted.
- B. Mowers: Sharpened condition, properly adjusted, and free from nicks, burrs, or flat spots.

PART 3 - EXECUTION

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

3.01 General

- A. Year-round maintenance shall commence on day following final acceptance of landscape installation contract.
- B. Perform items listed in table at back of this section at the frequencies (number of times per month) indicated in the table and as specified in this section.
- C. Contractor shall inspect all areas once a week and shall adjust exact timing of the listed activities so as to maintain a healthy condition of all landscape features.
 - 1. Perform all maintenance required, promptly.
 - 2. Walk through areas and pick up all noticeable trash and debris. Pull all noticeable weeds.
 - 3. On every site visit, inspect all areas for weeds in order to maintain control of weed growth.

3.02 Area "A" (Wetland, Pond and Wildlife Interpretive Area)

The wildlife habitat and wetland protection area at the south end of the Metro South Station property consists of a unique and highly sensitive natural environment. Maintenance considerations shall be given to providing increased protection of wildlife and support of plant materials in a "natural" growing condition.

A. Power Trimming:

- 1. Grass maintenance utilizing approved portable flexible line cutting equipment will be performed to curb excessive encroachment of grasses into tree drip canopy zones, pathways, pond edges, rocks, drain culverts, parking, access ways, areas adjacent to information signs and the gazebo.
- 2. Grasses shall be cut/edged/maintained to a height of four to six inches by two feet wide along pathways and access ways and approximately 20 feet around the gazebo. A five foot zone along Washington Street shall be maintained free of all vegetation.
- 3. Contractor shall assure that mechanical cutting equipment shall not damage bark or tissues of

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

desired plantings. If damage occurs, for any reason, METRO shall be notified and corrective wound paint applied immediately.

B. Trail Edging:

Power edge along all trails, footings and curbside areas to minimize intrusion of growth onto paved courses.

C. Hand Clipping:

Hand trimming shall be utilized within one foot all trees, shrubs, signs, poles, fire hydrants, and drainage culverts.

D. Weed Control:

1. Apply pre-emergent weed control monthly, April-September, to all paths, access ways, edges of paving and around the gazebo with METRO approved agents such that NO damage to wildlife occurs.
2. Apply post-emergent weed control twice during the above six months to all root areas within the drip canopy of all trees and shrubs to control invasive vegetation and reduce competition.
3. Apply pre-emergent weed control to maintain a vegetation free zone five feet wide along Washington Street. Maintenance of this zone should be performed seasonally or more as needed.

E. Plant Mulching:

1. Apply mulches and re-conditioning soil amendments derived from yard debris composts or organic based Garden Care Compost to all root zones within the drip canopy of trees and shrubs during the growing season.
2. In massed groupings of plantings apply amended mulches so as to inter-tie and unify such zones.
3. The mulch shall be three inches of medium or fine grade yard debris compost amended either with 50% Garden Care Compost or equivalent; or 60% yard debris compost amended with 30% weed free horse manure and 10% cotton seed meal.

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

4. Apply three inches of coarse grade yard debris erosion control mulch to all side slopes above low water line of pond.

F. Policing/Hand Weeding:

1. Contractor shall remove all weeds, thistles, garbage and debris from paths, plant and grassy areas, pond, access ways, roads, parking, signs and the gazebo.
2. Contractor shall assure all trees and shrubs requiring stabilization will be provided with sufficient guying, staking and/or tying.
3. Inspect all plant materials regularly and replace all dead or impaired plants within seven days of inspection.
4. Contractor shall rake clear all seasonal debris such as leaves from paths, roads, parking, access ways, and around the gazebo.

G. Plant Care & Pruning:

1. Maintain healthy growing conditions of all plants by watering (including hand watering), spraying, controlling insects, weeding and performing other essential maintenance operations.
2. Contractor shall annually no later than April 15, over seed all Native Wildflower/Meadow Grass zones with approved Seed Mix.
 - a. The over seeding shall be scattered throughout Wildflower/Meadow Grass zones at a rate of 12 pounds per 1,000 square feet in one direction and then back again in the opposite direction.
 - b. Where necessary lightly rake seeded areas to ensure seeds are bedded in bare soil.
 - c. **MOWING OF WILDFLOWER/MEADOW GRASS ZONES IS NOT DESIRED** except where vegetation encroaches on landscape plant canopy drip zones.
3. Corrective and establishment pruning of trees and shrubs shall be undertaken under the supervision of METRO during non-freezing months.

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

- a. All crossing, overtopping or girdling roots that are visible shall be removed.
- b. All deadwood shall be removed and tree sealant used on all pruning wounds larger than two inches in diameter.
4. Corrective pruning shall be performed to establish "natural" form and character in all trees and shrubs.
5. Perform a minimum of shaping using hand cutters or shears to assure natural character and appearance of trees and shrubs.

H. Pond Protection:

1. Contractor shall "artificially" flood pond regularly, by tapping into the adjacent fire hydrant, to maintain a minimum three feet depth of standing water in the "open water" zone.
2. Contractor shall protect habitat of pond and wetland areas during flooding by minimizing velocity and channelling water along culvert outfall down to the water surface.
3. At no time shall the Contractor allow the water level to drop below the three foot minimum.
4. Water level may be increased with flooding above the three foot minimum depth by no more than one and one half feet at a time and must allow water depth to drop naturally to within four to six inches of minimum depth before successive "artificial" flooding activities occur.

3.03 AREAS "B" and "C" (Transfer Bldg. and Staging/Storage Area)

Landscape maintenance activities herein specified for undertaking in the areas next to the Transfer Center building, trailer staging/storage area and all adjacent right-of-way areas surrounding the facility shall result in the appearance of a manicured "business park" environment.

METRO SOUTH STATION
TRANSFER AND RECYCLING CENTER

A. Mowing:

1. Remove all barriers around lawn areas when new grass has become established.
2. Thatch and renovate in early spring for removal of excess duff and debris.
3. Mow lawn areas following the frequencies shown in the maintenance service program table.
 - a. Mow to a height of 2 1/2 inches.
 - b. Do not remove more than 1/3 of existing grass height in a single cutting.
 - c. Remove all clippings and transfer to an approved compost location unless cut with a reel mower and clipping length is less than 1/2 inch.
 - d. Change mowing pattern every third mowing to reduce rutting and compaction of newly established grades. Patterns shall complement grades and shape of lawn area.

B. Edging:

1. Power edge along all planting beds, curbs, walls, mowstrips and roadsides, maintaining even edges and protecting trees and shrubs.
2. Maintain weed free condition on interface between turf and paving and turf and retaining walls.

C. Hand Clipping:

1. Line trim around all fence posts and guy stakes.
2. Hand trim within one foot of all trees and shrubs located outside the boundary of planting beds, protecting the base of trunks.

D. Lawn Fertilization:

1. Fertilize all lawn areas with a combination of agents to assure proper root development and plant vigor.

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2. Apply amended lawn fertilizer to include the equivalent of two pounds of ammonium nitrate (34-0-0) and five pounds balanced fertilizer (16-16-16) for every 1,000 square feet of turf application; or a 1/2 inch application of the following mixture: 50 percent fine yard debris/50 percent Garden Care Compost; or approved equal.
3. If compost products are applied, they shall be free of weed seed and other residue that might be detrimental to healthy plant growth.
4. Apply organic based slow condition commercial turf fertilizer at least once during this season for continued turf vigor enhancement.
5. Application of fertilizer shall occur in April, July and October. Any other applications of fertilizer shall be at the option of METRO and shall be applied on a time and materials basis. Obtain METRO approval prior to ordering materials or beginning additional work.

E. Seeding:

1. Reseed all sparse or bare areas of lawn at the rate of 20 pounds per 1,000 square feet. Use the same seed mix as originally installed for the affected lawn area; or as specified herein.
2. Rake all seeding area perpendicular to desired slopes.
3. Lightly irrigate the soil prior to seeding.
4. Evenly apply grass seed mix at the rate of 10 pounds per 1,000 square feet.
5. Apply seed with a mechanical spreader. Apply 1/2 of seed in one direction, and balance at right angles to the first direction.
6. Feather rake or lightly drag to cover seed and fertilize with one half inch of one of the amended composts as described above.
7. Immediately after seeding, water with a fine spray to saturate the soil to a minimum of 3 inches in depth.

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8. Method of seeding operation may vary at the option of Contractor if approved by METRO.
9. Protect all seeded areas from damage with temporary fencing, removing fence when seeded area is established.
10. Provide protective cover as necessary to prevent damage.
11. Contractor shall be responsible for keeping seed bed moist at all times to ensure seed germination.
12. Seed beds must achieve 90% germination and mowable height prior to removal of protective fencing.

F. Weed Control:

1. Apply pre-emergent weed control to control weeds in all beds and planting areas including along fence lines.
2. Apply post-emergent weed control (April and October) to all root areas within the canopy drip line of all trees and shrubs to control invasive vegetation and reduce competition.
3. Apply pre-emergent weed control to maintain a vegetation free zone five feet wide along Washington Street. This zone shall be maintained clear of all vegetation.
4. The Contractor shall apply only agents that are approved for specific areas and applications.
5. The Contractor shall assure that none of the agents used for weed control or in or around drainage features (ie. swales, ditches, catch basins and culverts) are conveyed to the wetlands.
6. The Contractor is responsible for any and all damage that may occur in the wetlands due to on-site chemical migration.

G. Plant Care and Maintenance:

1. Replace broken tree tie stakes and guy wires.

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2. Maintain healthy growing conditions by watering (including hand watering), pruning, spraying, and controlling insects.
3. Inspect all plant materials (trees, shrubs and groundcover) every 21 days and replace all dead or impaired plants within seven days of inspection.

H. Pruning:

1. Corrective and establishment pruning shall be undertaken on all trees and shrubs during non-freezing periods. All crossing and rubbing branches shall be removed. All crossing, overtopping or girdling roots that are visible shall be removed.
2. All dead wood shall be removed and sealant used on all pruning wounds larger than two inches in diameter.
3. Corrective pruning to establish decorative form and character shall be performed under the supervision of METRO.
4. Perform shaping using hand cutters or shears where feasible to assure natural character and appearance of shrubs.

I. Mulching:

1. Mulch all beds and planting areas of shrubs and trees with a 50%/50% mix of Garden Care Compost and a fine grade of approved yard debris compost to assure summer weed control, water retention and to minimize soil heating.
2. The fine grade yard debris is to be amended the same way the fine compost was amended during the spring.
3. The mulch is to be applied to a depth of three inches and graded to one inch of depth within six inches of plant trunk. Routinely turn over material on surface by raking.

J. Leaf Clean-up:

1. Contractor shall remove all seasonal debris such as but not limited to leaves and twigs, on a monthly basis, as needed.

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2. All debris from plants shall be disposed of at an approved yard debris processing facility. At no time shall any yard debris from this site be landfilled unless by written approval of METRO.

3.04 All Areas

A. Plant Fertilization:

1. Apply fertilizers of approved slow release organic base to all shrubs and trees during April and November as follows:
 - a. Shrubs - one third cup of commercial fertilizer blend "B" per foot of height or width to a maximum of three cups on shrubs in excess of ten feet in height or width.
 - b. Evergreen Trees - one third cup of commercial fertilizer blend "B" per foot of height not to exceed four cups regardless of height.
 - c. Deciduous Trees - one cup of commercial fertilizer blend "B" per inch caliper up to three inches in caliper.
2. Contractor shall assure drip canopy of trees and shrubs to be weed free prior to applications of fertilizers.
3. Contractor shall control leaching of chemicals through careful application.
4. Fertilization shall precede mulch application.

B. Irrigation:

1. Maintain and regulate irrigation system for optimum growing conditions for all plant materials and lawn areas.
2. Irrigate lawn with no less than one inch and no more than one and one-half inches of water each week during watering season (April-October).

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3. Irrigate plantings and beds no less than one half inch and no more than one inch of water per week during watering season.
4. Perform maintenance, including replacement, repair and adjustment of irrigation system to ensure proper distribution and continual function from April through October.
 - a. During the period when the system is active, provide routine inspection of the system at least every 21 days and make repairs within 7 days. This shall include balancing, adjusting, and tightening of nozzles.
 - b. Emergency repairs: Any damage to the system that prevents use during scheduled watering periods shall be considered urgent and repairs shall be made by Contractor within 48 hours of being brought to his attention.
 - c. Perform major repairs due to vandalism or vehicular accidents, etc., on a time and materials basis. Obtain METRO approval prior to ordering materials or beginning repair work.
5. Winterize the system between November 1 and November 15, and start up the system between April 1 and April 15.

C. Storm Drainage:

1. The Contractor shall prepare flood and drainage ways (swales, ditches and outfalls) for spring and winter rains by removing only excess grass and other growth to allow for the passage of water.
2. The Contractor shall clean out and remove all debris, silt, oil and grease from all storm drain catch basins, traps and culverts prior to September 15 and again on or before March 15.
3. The Contractor shall clean debris and silt from all culvert spillways to provide for free movement of water. No chemicals shall be used in or near the drainage ways.

DRAWINGS

LOCATION OF DRAWINGS

Facility Drawings- provided under separate cover with Documents

Compactor Drawings- contained in AMFAB brochure, mailed with Documents

Facility Modifications Drawings- provided at prebid conference

Transport Vehicle Drawing- provided upon request

COMPACTOR PARTS INVENTORY

HARRISGROUP

The items on this list are either vital parts that will put the machine out of operation, or they have long lead times. You may choose to stock some other items (valves, pumps, cylinders, etc.), but usually if you must replace any of these, there will be other damage which caused the failure, and the system will need to be thoroughly cleaned and inspected. Also, some items will gradually wear, giving indication in time to order and receive replacement parts.

		<u>PRICE EACH</u>	<u>EXTENDED PRICE</u>
4	Pressure Switches (1 each 400 psi, 600 psi, 1000 psi and 1500 psi)	\$ 155.00	\$ 620.00
1	High Temperature/Oil Cooler Fan Switch	307.50	307.50
2	Relief Valve Solenoids	85.00	170.00
2	Hydraulic Valve Solenoids	162.00	324.00
1	Platen and Chamber Knife Set w/Bolts	4,500.00	4,500.00
1	Rubber Wiper Strip	232.00	232.00
1	Lid Disconnect Arm Assembly	1,275.00	1,275.00
1	Winch Cable	78.00	78.00
1	Hydraulic Motor	370.00	370.00
1	2" Retract Hose	1,260.00	1,260.00
1	Optical Encoder	335.00	335.00
1	Pump Shaft Coupling	475.00	475.00
1	Coupling	24.00	24.00
2	Trolley Cam Rollers	126.86	253.72
16	Aluminum Bronze Wear Strips	36.00	576.00
50	Bolts w/Lockwashers	15.00/C	7.50

HARRIS GROUPPage Two
Spare Parts Price List

12	Return Filter Elements	\$ 45.00	\$ 540.00
4	Air Filters	48.86	195.44
2	11" Elements	78.50	157.00
1	Fuse, 1 amp, 500V	92.00	92.00
1	Fuse, 10 amp, 500V	92.00	92.00
1	Fuse, 5 amp, 250V	35.00	35.00
1	Fuse, 15 amp, 250V	35.00	35.00
1	Indicator Light Bulbs	35.00	35.00
1	Limit Switch	92.00	92.00
1	Limit Switch Actuator	15.00	15.00
1	Relay, 120V	22.00	22.00
1	Radio Controller	705.00	705.00
1	200 amp Circuit Breaker	820.00	820.00
1	400 amp Disconnect Switch	1,600.00	1,600.00
1	20 amp Circuit Breaker	225.00	225.00
			<hr/>
			\$15,468.16
			=====

****PRICES EFFECTIVE THROUGH FEBRUARY 1, 1990****

parts

METRO DISADVANTAGED BUSINESS PROGRAM

CODE OF THE METROPOLITAN SERVICE DISTRICT

**Chapter 2.04, Metro Contract Procedures
Disadvantaged Business Program**

Revised July 7, 1988

2.04.100 Disadvantaged Business Program, Purpose and Authority:

(a) It is the purpose of this ordinance to establish and implement a program to encourage the utilization by Metro of disadvantaged and women-owned businesses by creating for such businesses the maximum possible opportunity to compete for and participate in Metro contracting activities.

(b) The portions of this ordinance which relate to federally funded contracts are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105) (f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) This ordinance shall be known and may be cited as the "Metro Disadvantaged Business Program," hereinafter referred to as the "Program."

(d) This ordinance supersedes the Metro "Minority Business Enterprise (MBE) Program" dated October 1980 and amended December 1982.

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.105 Policy Statement:

(a) Through this Program, Metro:

(1) expresses its strong commitment to provide maximum opportunity to disadvantaged and women-owned businesses in contracting;

(2) informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and

(3) assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

(1) to assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.

(2) to initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a) (1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) **APPLICANT** -- one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) **CONSTRUCTION CONTRACT** -- means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) **CONTRACT** -- means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay

for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) CONTRACTOR -- means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) DEPARTMENT or "USDOT" -- means the United States Department of Transportation, including its operating elements.

(f) DISADVANTAGED BUSINESS ENTERPRISE or DBE -- means a small business concern which is certified by an authorized agency and:

- (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) EXECUTIVE DEPARTMENT -- means the State of Oregon's Executive Department.

(h) JOINT VENTURE -- is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) LABOR AND MATERIALS CONTRACT -- is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) LESSEE -- means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) OREGON DEPARTMENT OF TRANSPORTATION OR "ODOT" -- means the State of Oregon's Department of Transportation.

(l) **PERSONAL SERVICES CONTRACT** -- means a contract for services of a personal or professional nature.

(m) **PROCUREMENT CONTRACT** -- means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) **RECIPIENT** -- means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) **SMALL BUSINESS CONCERN** -- means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) **SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS OR DISADVANTAGED INDIVIDUALS** -- means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Certifying recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Certifying recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Portuguese-American, Spanish culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

(5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

(q) **USDOT ASSISTED CONTRACT** -- means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) **USDOT FINANCIAL ASSISTANCE** -- means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

(s) **WOMEN-OWNED BUSINESS ENTERPRISE or WBE** -- means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations which is owned and controlled by one or more women and which is certified by an authorized agency. "Owned and controlled" means a business which is at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.115 Notice to Contractors, Subcontractors and Subrecipients:

Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate. Likewise, contractors of Metro accepting locally-funded contracts under the Program shall be advised that failure to carry out the applicable provisions of the Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate.

(Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.120 Liaison Officer:

(a) The Executive Officer shall by executive order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the program, and for disseminating information on available business opportunities so that DBEs and WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the Program.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.125 Directory:

A directory of DBEs and WBEs certified by ODOT or the Executive Department, as applicable shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet Program requirements.

(Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE/WBE banks.

(Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.135 Affirmative Action and Equal Opportunity Procedures:

Metro shall use affirmative action techniques to facilitate DBE and WBE participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of DBEs and WBEs.

(b) Referring DBEs and WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the program to organizations and individuals concerned with DBE/WBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE/WBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.-----

(f) Monitor and insure that Disadvantaged and Women Business Enterprise planning centers and likely DBE/WBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE/WBE participation.

(Ordinance No. 83-165, Sec. 8, amended by Ordinance No. 84-181, Sec. 4)

(h) Distribution of lists to potential DBE/WBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE/WBE vendors that Metro does not certify DBE/WBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE and WBE participation in contracts. In an effort to become more knowledgeable regarding DBE and WBE resources, the committee shall also invite potential DBE and WBE contractors to attend selected meetings.

(l) Requiring that at least one DBE or WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs or WBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs and WBEs in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs and WBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.140 Certification of Disadvantaged Business Eligibility:

(a) To participate in the Program as a DBE or WBE, contractors, subcontractors and joint ventures must have been certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE or WBE. A prospective contractor or subcontractor must be certified as a DBE or WBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE or WBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of this Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

"(1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.

"(2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

"(3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

" (i) If the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.

"(ii) If the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.

"(4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.

"(5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

"(6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

"(7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.

"(8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect." 49 CFR 23.69.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.145 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals and for locally-funded contracts, separate WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts, and USDOT assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

(1) projection of the number and types of contracts to be awarded by Metro;

(2) projection of the number, expertise and types of DBEs and WBEs likely to be available to compete for the contracts;

(3) past results of Metro's efforts under the Program; and

(4) for USDOT-assisted contract goals, existing goals of other local USDOT recipients and their experience in meeting these goals.

(5) for locally-funded contract goals, existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice. (Ordinance No. 83-165, Sec. 10)

(e) Metro will publish notice regarding proposed locally-funded contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.150 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE/WBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE/WBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.160 and/or 2.04.175. The extent to which DBE/WBE participation will be counted toward contract goals is governed by the latter section.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE/WBE goal, prime contractors must either meet or exceed the specific goal for DBE and WBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs and WBEs certified by ODOT until December 31, 1987, and, thereafter, by the Executive Department, in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they

have made good faith efforts as defined in Section 2.04.160 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall by the close of the next working day following bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed DBE and WBE Utilization Forms listing names of DBEs and WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE/WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE and WBE Utilization Forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE/WBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his or her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.160 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform disadvantaged and women business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(2) Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any and through a minority-owned newspaper or minority-owned trade publication concerning the subcontracting or material supply opportunities at least 10 days before bids or proposals are due.

(3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.

(4) Evidence of follow-up to initial solicitations of interest, including the following:

- A. the names, addresses, telephone numbers of all DBE contacted;
- B. a description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and

C. a statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.

(5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms;

(6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder;

(7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals; and

(8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs.

(b) Bidders or proposers on locally-funded contracts to which DBE/WBE goals apply shall achieve the applicable contract goal or demonstrate that they have made good faith efforts to achieve the goals. Good faith efforts shall include written documentation of at least the following actions by bidders:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform DBEs and WBEs of contracting and subcontracting or material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

(2) Identifying and selecting specific economically feasible units of the project to be performed by DBEs or WBEs to increase the likelihood of participation by such enterprises;

Minimum documentation required: At least the documentation required under subsection (4) below.

(3) Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;

Documentation required: copies of ads published.

(4) Providing written notice soliciting sub-bids/proposals to not less than five (5) DBEs or WBEs for each subcontracting or material supply work item selected pursuant to (2) above not less than ten (10) days before bids/proposals are due.

If there are less than five certified DBEs/WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of DBEs/WBEs listed for that specialty. The solicitation shall include a description of the work for which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

Documentation required: Copies of all solicitation letters sent to DBE/WBE along with a written statement from the bidder/proposer that all of the letters were sent by regular or certified mail not less than 10 days before bids/proposals were due.

(5) Making, not later than five days before bids/proposals are due, follow-up phone calls to all DBEs/WBEs who have not responded to the solicitation letters to determine if they would be submitting bids and/or to encourage them to do so.

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names of individuals contacted and individuals placing the calls; and b) results attained from each DBE/WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where DBE/WBE bids were rejected, the dollar amount of the bid rejected from the DBE/WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

(6) Using the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs; where applicable, advising and assisting DBEs and WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by DBEs and WBEs which could reasonably be expected to produce a level of participation sufficient to meet the goals.

Minimum documentation required: Letter from bidder/proposer indicating all special efforts made to facilitate attainment of contract goals, the dates such actions were taken and results realized.

(7) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which DBE/WBE goals apply need not accept the bid of a DBE or WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the DBEs or WBEs submitting bids were the lowest responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest responsible, responsive bidder/proposer.

Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made a good faith effort to comply with the contract goals if the bidder has performed and submits written documentation of all of the above actions. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.165 Replacement of DBE or WBE Subcontractors:

Prime contractors shall not replace a DBE/WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE or WBE subcontractor shall replace such DBE/WBE subcontractor with another certified DBE/WBE subcontractor or make good faith efforts as described in the preceding section to do so.

(Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.170 Records and Reports:

(a) Metro shall develop and maintain a recordkeeping system to identify and assess DBE and WBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

(1) Awards to DBEs and WBEs by number, percentage and dollar amount.

(2) A description of the types of contracts awarded.

(3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE and WBE records will be separately maintained. Required DBE and WBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semi-annually, on DBE and WBE participation to include the following:

(1) the number of contracts awarded;

(2) categories of contracts awarded;

(3) dollar value of contracts awarded;

(4) percentage of the dollar value of all contracts awarded to DBE/WBE firms in the reporting period; and

(5) the extent to which goals have been met or exceeded.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.175 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE/WBE participation shall be counted toward meeting the goals on each contract as follows:

(1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs or WBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.

(2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.

(3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged or female business partner in the joint venture.

(4) Metro shall count toward its goals only expenditures to DBEs and ~~WBEs~~ that perform a commercially useful function in the work of a contract. A DBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE or WBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(5) Consistent with normal industry practices, a DBE or WBE may enter into subcontracts. If a DBE or WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE or WBE shall be presumed not to be performing a commercially useful function. The DBE or WBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.

(6) A DBE or WBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE or WBE suppliers and manufacturers, provided that the DBE or WBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.

(7) Metro shall count its entire expenditure to a DBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(8) Metro shall count against the goals 60 percent of its expenditures to DBE or WBE suppliers that are not manufacturers, provided that the DBE or WBE supplier performs a commercially useful function in the supply process.

(9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's

goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:

- "(a) Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
- "(b) MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts."

(b) DBE or WBE participation shall be counted toward meeting annual goals as follows:

- (1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE or WBE is counted toward meeting annual goals.
- (2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

(Ordinance No. 83-165, Sec. 16; amended by Ordinance No. 84-181, Sec. 8; and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.180 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE and WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE and WBE participation.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2490C/526
1/88

LITTER PATROL AREA

DESCRIPTION OF LITTER PATROL ROUTES

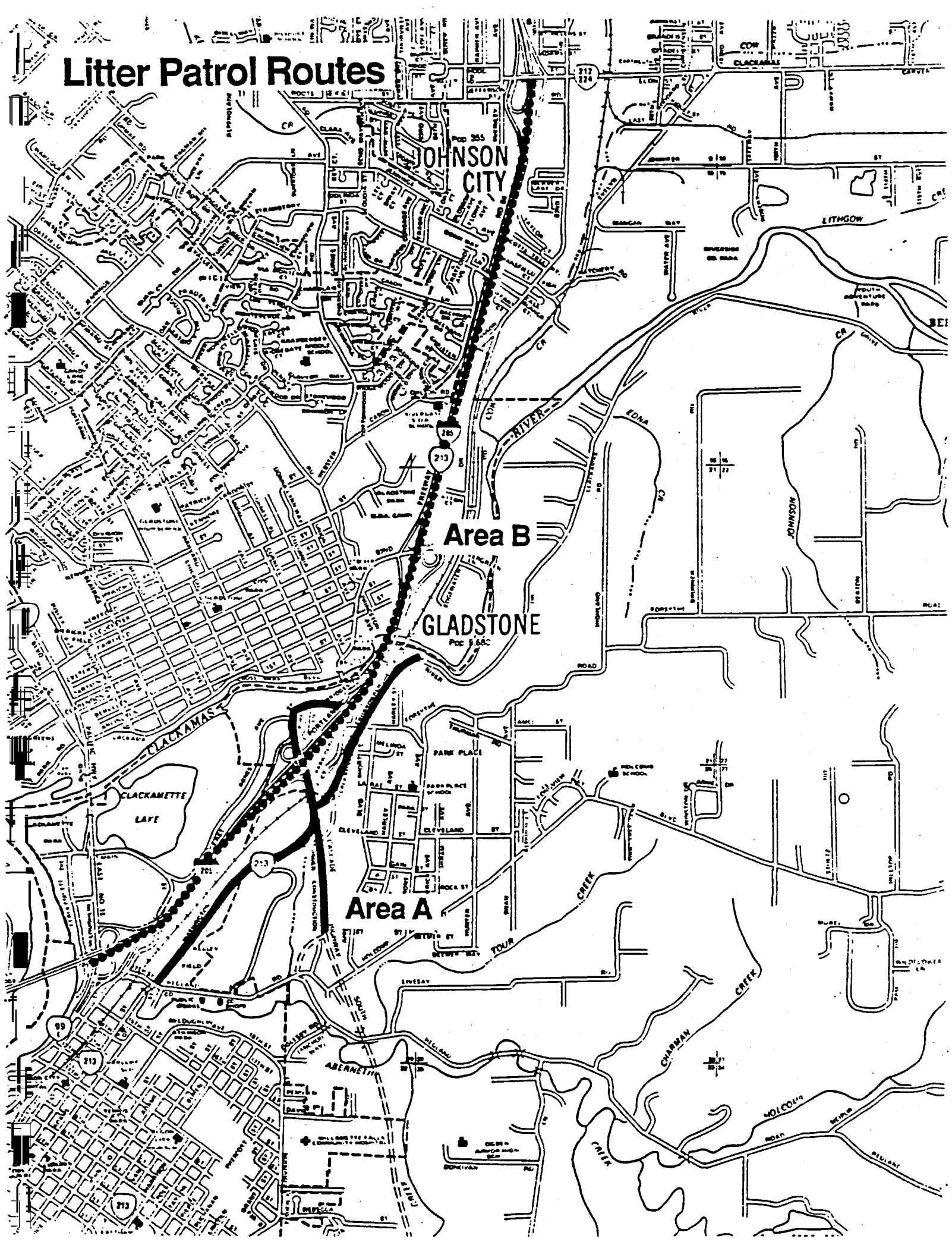
Area A (Daily)

From the intersection of Abernathy Road and Washington St., north along Washington St. to the intersection of Washington St. and the Oregon City Bypass (Cascade Hwy.). From that intersection, north along Clackamas River Drive for a distance of one half of a mile. From the intersection of Washington St. and the Oregon City Bypass, Northwest along 82nd Ave. to the closed Clackamas River Bridge.

Area B

From the east end of the I-205 (Willamete River) Bridge, north on I-205 to the Clackamas exit (Hwy 224 east). This section includes all interchanges on I-205 between these two points.

Litter Patrol Routes



BID FORMS

(To be submitted at Bid Opening)

Forms separate from the Contract Documents will be provided.

COVER PAGES

NOTE TO BIDDER: Please type or use ink for completing BID FORMS.

To: METROPOLITAN SERVICE DISTRICT - Solid Waste Department

Address: 2000 S.W. First Avenue, Portland, OR 97201-5398

Bid Title: METRO SOUTH STATION OPERATIONS (including short term transport services)

Bidder: _____

Address: _____

Date: _____

Bidder's Person to Contact for Additional Information on this Bid:

Name/Title: _____

Telephone No: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder, whose lawful signature binding it to the terms of this Bid as found on the Signature Page, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the prices bid are made without collusion with any official, agent or employee of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined all of the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of the work involved, and that this Bid is subject to and made in accordance with the provisions and under the terms of all of the Contract Documents, which Documents are hereby made a part of this Bid.

Any printed matter or any letter or paper enclosed herewith which is not part of the Bidding Documents prepared by Metro or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is an offer to do all of the work in strict accordance with the Contract Documents.

This Bid is irrevocable for thirty (30) days following opening of bids.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after Notice of Conditional Award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any Bonds or Letters of Credit required herein, and will, to the extent of his/her Bid, furnish descriptions of all equipment, personnel, sites and other means necessary to do the work and descriptions of all materials necessary to complete all work as specified or indicated in the Contract Documents, as requested by Metro.

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these Documents.

LUMP SUM AND UNIT PRICE WORK

The Bidder agrees to accept as full payment for the goods and/or services covered by this Bid the lump sum and unit price amounts supplied by the Bidder. The Bidder agrees that the lump sum and unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

START OF METRO SOUTH OPERATIONS AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin the services as described in the Contract Documents on January 1, 1990, and to terminate such service as described in the Contract Documents, subject to the provisions set forth in Article 32 of the General Conditions.

BID SCHEDULE
UNIT PRICE OR LUMP SUM BIDS FOR
METRO SOUTH OPERATIONS

Item #1- UNIT PRICES BY WASTE CATEGORY

<u>Category</u>	<u>Tons/Month</u>	<u>Figures</u>	<u>Unit Price (Words)</u>
1.	15,000 to 20,000	\$_____	_____
2.	20,001 to 22,000	\$_____	_____
3.	22,001 to 25,000	\$_____	_____
4.	25,001 to 31,000	\$_____	_____
5.	31,001+	\$_____	_____

Item #2- PERCENT ADJUSTMENT OF CPI = _____%

Item #3- Fixed Costs

Figures \$_____ Words _____

ADDENDA

The bidder hereby acknowledges that he/she has received Addenda Numbers _____ (bidder: insert # of each addenda received) to these specifications.

CONTRACT QUESTIONNAIRE

The following Questionnaire asks for information concerning the Contractor's organization, experience in projects similar to those described in the Contract Documents, and information relating to the equipment and operating plan the Contractor proposes to use during the Contract. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each question in the Questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder, and any substitutions or deviations shall be approved by Metro.

Manner of Preparing and Filling in Forms

Unless indicated otherwise, the Contractor shall include information for only the specific single business organization or entity which is submitting a Bid for the work described in the Contract Documents and which would be the signatory on the Contract.

All answers and other entries on the forms, except signatures, shall be filled in on a typewriter or legibly printed. It is the responsibility of the Contractor to return all pages. Failure to do so may be grounds for rejection.

All answers and entries shall be specific and complete in detail. Metro reserves the right to make independent inquiries concerning the information submitted herein, to conduct any additional investigation necessary to determine the Contractor's qualifications, and to require the Bidder to supply additional information.

Use of Attachments

Schedules, resums, reports, diagrams, and other forms of information may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of this Questionnaire and any attachments is to supply information about the Bidder to Metro, so that Metro may determine the Bidder's qualifications to perform the work.

Submission

The Questionnaire shall be submitted along with the Contractor's Bid in accordance with the information contained in the INVITATION TO BID section of the Contract Documents.

ORGANIZATIONAL INFORMATION

TYPE OF FIRM ☐ Corporation ☐ Partnership ☐ Individual
 ☐ Other - Describe _____

Please list parent organizations and their address and ownership percentages: _____

How many years has your firm used its present name? _____

What were your firm's previous names?

1. How many years experience has your firm had in the following type of work, in which the work listed was the primary task?

	As a Contractor	As a Sub-Contractor
a. Transfer Station Operations	_____	_____
b. Solid Waste Compactor Operation	_____	_____
c. Other Solid Waste Operations	_____	_____
d. Materials Recovery/Recycling	_____	_____
e. Building Maintenance	_____	_____

2. List the projects you have undertaken in the last 10 years which fall into the categories listed under Item No. 1. List the projects shown in categories a, b, and c of Item No. 1 first. If space permits, list the remaining projects chronologically.

Project Owner, City, State or Country	Name of Project	Contract Amount	Type - Enter Letter from #1
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

3. List the following additional information for projects listed under Item No. 2 (use same line number as in Item No. 2).

Location of Project	Date completed	*	**	Name of Surety if project bonded	Name & Phone# of Architect/Engineer
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					

Completed means that the project was finished in accordance with the Contract. This does not include termination prior to completion. If the project was not completed, then leave blank and explain in the next item.

* Indicate whether: (P)rime Contractor, (JV) Joint Venture, (Sub)contractor
 ** Enter (Y) if you were involved in any litigation or breach of contract claims during the project, and explain in the following section.

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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7. Describe your staffing plan. This should include, but not be limited to, the persons who are responsible for the following areas of expertise: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, community relations. Describe the experience of or include resums for persons in these positions.

8. What is the monetary percentage of work to be performed by subcontractors ? _____

8a. Describe the work to be performed by subcontractors.

-
-
-
-
-
-
-
-
-
-
9. List the major equipment you plan to use for the Project. The information provided must demonstrate that the equipment will meet the requirements as described in the Contract Documents. The information shall include such information as the model, age, leased or owned, capacity and quantity.
-
-
-
-
-
-
-
-
-
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-
-

10. Has your firm or any officer or partner of your organization, parent organization, affiliated organization, or persons listed under Item No. 5, ever been convicted of any criminal conduct or been found in violation of any state or local or federal statute or regulation, in connection with a solid waste or transportation contract? _____

If so, state the name of the individual and the circumstances:

11. Please attach the most recent financial statement for your firm.

Confidential Information

Information submitted in this Questionnaire will be treated as confidential, as permitted in ORS 192.500, if requested by the Contractor. Do you wish to have the information treated as confidential? yes no If, yes, indicate the specific items to be held confidential and the exemption in ORS 192 which you believe authorizes withholding it from release.

BID BOND

BOND NO. _____

AMOUNT: \$ 100,000

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____
a corporation duly organized under the laws of the state of _____
having its principal place of business at _____

_____, in the state of _____,
and authorized to do business in the state of Oregon, as SURETY,
are held and firmly bound unto _____

hereinafter called the OBLIGEE, in the penal sum of ONE HUNDRED
THOUSAND DOLLARS (\$100,000) for the payment of which we bind
ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid
for Metro South Station Operations and/or Transport Services,
said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Bid submitted by the PRINCIPAL is accepted, and the
Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall
execute the proposed Contract and shall furnish such Bond or
Letter of Credit and other documents as required by the Contract
Documents within the time fixed by the Contract, then this
obligation shall be null and void; if the PRINCIPAL shall
withdraw its Bid within thirty (30) days of the Bid opening date
or otherwise fail to execute the proposed Contract and furnish
such Bond, Letter of Credit or other documents, the SURETY hereby
agrees to pay to the OBLIGEE the penal sum as liquidated damages,
within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 1989.

PRINCIPAL

By _____

SURETY

By _____
Attorney-in-Fact

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Contract awarded pursuant to this Bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that it is in the public interest to do so (ORS 279.035). Metro finds that it is in the public interest to require the completion of this Affidavit by potential contractors.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
County of _____) ss.

I state that I am _____ (Title) of _____
(Name of Firm) and that I am authorized to make this Affidavit on
behalf of my firm, and its owners, directors, and officers. I am
the person responsible in my firm for the price(s) and the amount
of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at
independently and without consultation, communication or
agreement with any other contractor, Bidder or potential Bidder,
except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and
neither the approximate price(s) nor approximate amount of this
Bid, have been disclosed to any other firm or person who is a
Bidder or potential Bidder, and they will not be disclosed before
Bid opening.

(3) No attempt has been made or will be made to induce any
firm or person to refrain from bidding on this contract, or to
submit a Bid higher than this Bid, or to submit any intentionally
high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of my firm is made in good faith and not pursuant
to any agreement or discussion with, or inducement from, any firm
or person to submit a complementary or other noncompetitive Bid.

(5) _____ (Name of Firm), its affiliates,
subsidiaries, officers, directors and employees are not currently
under investigation by any governmental agency and have not in
the last four years been convicted of or found liable for any act
prohibited by state or federal law in any jurisdiction, involving
conspiracy or collusion with respect to bidding on any public
contract, except as listed and described on the attached sheet.

I state that _____ (Name of Firm) understands
and acknowledges that the above representations are material and
important, and will be relied on by _____

(Name of Public Entity) in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of Bids for this Contract.

Name of Company/Position

Sworn to and subscribed before me this ____ day of _____, 1989.

Notary Public for _____

My Commission Expires: / /

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: Metro South Station Operations Bid

Name of Bidder: _____

Address: _____

Telephone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- _____ 1. Has fully met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs.
- _____ 2. Has partially met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs. The Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of Bid opening (or proposal submission date).
- _____ 3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

Authorized Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Metro South Station Operations

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons,

Addresses and Telephone Numbers
of DBE Firms Bidder
Anticipates Utilizing
Participation

Nature of
Participation

Dollar
Value of

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
DBE Percent of Total Bid Price		_____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project Metro South Station Operations Bid
2. Name of Bidder _____
 Address of Bidder _____
3. The above-named Bidder intends to subcontract _____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons,
 Addresses and Telephone Numbers
 of WBE Firms Bidder
Anticipates Utilizing
Participation

Nature of
Participation

Dollar
 Value of

Total	
Amount of Total Bid Price	
WBE Percent of Total Bid Price	

 Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED
 BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid whether the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder.

The undersigned Bidder states that he/she is: (check one)

1. A resident Bidder _____
2. A non-resident Bidder _____

Indicate state in which Bidder resides: _____

Is the Bidder domiciled or registered to do business in the state of Oregon? Yes ___ No ___

Bidders not domiciled or registered to do business in Oregon who are awarded a public Contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

SURETY INFORMATION

If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be

_____ whose address is

(Street) (City) (State) (Zip)

SIGNATURE PAGE

The name of the Bidder submitting this Bid is _____
_____ doing business at

(Street) (City) (State) (Zip)

which is the full business address to which all communications
concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting
this Bid, or of all of the partners, if the Bidder is a
partnership or joint venture, or of all persons interested in
this Bid as individuals are as follows:

If Individual

IN WITNESS hereto the undersigned has set his/her hand this
_____ day of _____, 1989.

Signature of Bidder

Printed Name of Bidder

Title

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this
_____ day of _____, 1989.

Name of Partnership or Joint Venture

By: _____

(Printed name of Person Signing)

Title: _____

SIGNATURE PAGE (continued)

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 1989.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____