

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 91-1476
CONDITIONAL AWARD OF A CONTRACT)	
TO JOHN L. JERSEY & SON, INC.)	
FOR WORK ASSOCIATED WITH, AND)	Introduced by Rena Cusma,
INCLUDING, PROCUREMENT TRANSPORT)	Executive Officer
AND STOCKPILING OF SUBGRADE)	
EMBANKMENT MATERIAL AND SAND ON)	
THE ST. JOHNS LANDFILL)	

WHEREAS, It is in the public interest that the St. Johns Landfill closure process move forward in an expeditious manner; and

WHEREAS, Work associated with and including the purchase, transport and stockpiling of subgrade embankment material and sand on St. Johns Landfill will expedite proper closure; and

WHEREAS, On May 23, 1991 the Metro Council authorized issuance of a Request for Bids for the above listed work; and

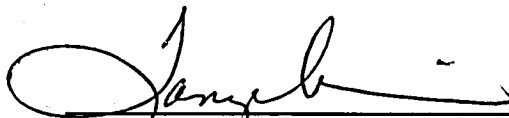
WHEREAS, John L. Jersey & Son, Inc. has been determined to be the apparent lowest responsive, responsible bidder after an open competitive bid process; and

WHEREAS, The resolution authorizing conditional award of a contract with John L. Jersey & Son, Inc. in the amount of \$5,777,221 was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED, That the Council of the Metropolitan Service District approves the conditional award of a contract to

John L. Jersey & Son, Inc. for work associated with, and including, procurement, transport and stockpiling of subgrade embankment material and sand on St. Johns Landfill.

ADOPTED by the Council of the Metropolitan Service District this 12th day of September, 1991.



Tanya Collier, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 91-1476 FOR THE PURPOSE OF AUTHORIZING THE CONDITIONAL AWARD OF A CONTRACT TO JOHN L. JERSEY & SON, INC. FOR WORK ASSOCIATED WITH AND INCLUDING PROCUREMENT, TRANSPORT AND STOCKPILING OF SUBGRADE EMBANKMENT MATERIAL AND SAND ON THE ST. JOHNS LANDFILL

Date: August 13, 1991

Presented by: Bob Martin
Linda Pang-Wright

PROPOSED ACTION

Adopt Resolution No. 91-1476 to conditionally award a contract to John L. Jersey & Son, Inc., the apparent lowest responsive, responsible bidder for work associated with and including procurement, transport and stockpiling of subgrade embankment material and sand on St. Johns Landfill. A list of bids received for this is included as Attachment A. The Contract is recommended for award conditioned upon receipt of Performance Bond, Insurance Certificates, Public Utilities Commission Certification of Contractor and Subcontractor(s), and other bid document submittal requirements.

FACTUAL BACKGROUND AND ANALYSIS

As the first step toward construction of closure improvements, Metro will purchase most of the cover sand and subgrade embankment material and stockpile it on-site. The stockpiles will be located on areas of the landfill where considerable settlement is anticipated. The weight of the stockpiles will be used to accelerate the settlement before final cover is applied. The advantage of accelerated settlement is to reduce the risk that rapid settlement after cover application will cause increased post-closure maintenance because of cover failure. Metro will also gain any cost advantage from buying soil in bulk and reducing the risk to construction contractors of delayed soil deliveries during future construction seasons. Finally, Metro will comply with the DEQ permit requirement to begin construction of gas and leachate control facilities in 1991.

Following Council approval, a Request for Bids was issued on May 24, 1991. This RFB was for work associated with and including procurement, transport and stockpiling of subgrade embankment material and sand on St. Johns Landfill. Advertisements were published in Portland and Seattle newspapers and sent to a list of potentially interested parties. A prebid conference was held on June 3, 1991. The purpose of this conference was to present highlights of the project, review DBE/WBE requirements and to receive questions from interested parties.

In a further effort to make all potential bidders aware of the project and its requirements a second set of newspaper advertisements was issued and a second bidders conference was held on June 10, 1991. Representatives from a total of 45 businesses attended one or both of the two prebid conferences.

In late June it came to staff's attention that competition could be increased and significant savings could result if bid opening was delayed and if the RFB included an alternate bid which allowed an additional year for completion of the project. On July 25 the Metro Council, by Resolution 91-1465, authorized issuance of an addendum which included language authorizing a two-year bid alternate providing that the lowest total bid for this alternate was at least \$750,000 lower than the lowest total bid for the approximately one year alternate. In order to allow Council review in conformance with the Metro Code, the deadline for bids was extended to August 9, 1991.

A total of five addenda to the Request for Bids document were issued. Most items in these addenda were changes in language that responded to questions and comments by bidders or other government agencies.

After bids were opened on August 9, Metro staff evaluated information submitted by the bidders. The apparent lowest responsible, responsive bidder is John L. Jersey & Son, Inc.

BUDGET IMPACT

\$5.45 million was allocated in FY 1991-92 for this project. If additional funds are necessary prior to July 1992, additional funds can be made available by delaying or reducing the scope of other closure projects currently planned for FY 1991-92 or by transferring funds from Contingency.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends that a contract be conditionally awarded to John L. Jersey & Sons, Inc. in the amount of \$5,777,221.



METRO

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

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: August 13, 1991

Re: Resolution No. 91-1476 For the Purpose of Authorizing the Conditional Award of a Contract to John L. Jersey & Son, Inc. for Work Associated With and Including Procurement, Transport and Stockpiling of Subgrade Embankment Material and Sand on the St. Johns Landfill

Resolution No. 91-1476 is scheduled to be considered by the committee at the August 20 meeting.

Background

The first step in the closure process for the St. John's Landfill will be to obtain and stockpile subgrade embankment material and sand. This material will be stockpiled on the landfill site in areas in which the greatest land settlement is anticipated. The weight of the material will facilitate settlement and help insure that potential future settlement problems will be minimized. Granting of this contract also will insure that Metro complies with a DEQ permit requirement that construction of gas and leachate control facilities begin in 1991.

The original Request for Bids (RFB) was issued on May 24, 1991. Two pre-bid conferences were held resulting in several addenda to the RFB. In addition, in late June, the Solid Waste Department was made aware that there could be potential savings if bidders were given the option of bidding on a two-year contract instead of the proposed one-year contract. The department determined that such savings would have to exceed \$750,000 to compensate for other potential costs and delays in the closure process.

The need to prepare addenda and offer a two-year contract option resulted in an extension of the bid deadline until August 9, 1991. A total of seven bids were received. The low bid was approximately \$885,000 less than the second lowest bid. The contract is being awarded conditionally subject to the completion of several requirements including a performance bond, insurance requirements, and PUC certification of contractor and subcontractors.

Issues and Questions

The committee may wish to address the following issues and questions related to this contract:

- 1) As noted above, contract approval is being sought on a conditional basis, the committee may wish to ask Solid Waste staff the nature of the requirements that still must be met by the contractor and the timeline for successful compliance and final signing of the contract.
- 2) The committee may wish to ask what effect delays in the bidding process have had, or will have, on closure-related work at the landfill?
- 3) The committee may wish to ask the source and type of material that will be provided under the contract.
- 4) The proposed amount of the contract is \$332,000 greater than the amount budgeted for the work. The department staff report notes that "additional funds can be made available by delaying or reducing the scope of other closure projects currently planned for FY 1991-92 or by transferring funds from Contingency." The committee may wish to request a clarification of the department's intent, including which closure-related projects may be delayed. In addition, the committee may wish to ask if it is the department's intention to ask for additional funds for this project in FY 1992-93, since it is unlikely that the work will be completed until after the start of the next fiscal year.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1476, FOR THE PURPOSE OF AUTHORIZING THE CONDITIONAL AWARD OF A CONTRACT TO JOHN L. JERSEY & SON, INC., FOR WORK ASSOCIATED WITH, AND INCLUDING, PROCUREMENT, TRANSPORT AND STOCKPILING OF SUBGRADE EMBANKMENT MATERIAL AND SAND ON THE ST. JOHNS LANDFILL

Date: August 29, 1991

Presented by: Councilor McLain

Committee Recommendation: At the August 20 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1476. Voting in favor: Councilors Gardner, McFarland, McLain, and Wyers.

Committee Issues/Discussion: The purpose of this contract will be to procure embankment material and sand to aid in providing a base for shaping the final contours of the St. Johns Landfill and facilitate accelerated land settlement in certain areas of the landfill. Linda Pang-Wright, Solid Waste Department, reviewed the history of the contract including the inclusion of several addenda. Pang-Wright noted that several additional criteria must still be met including certain insurance and bonding requirements and state PUC regulations. Therefore, the department is seeking the "conditional" awarding of the contract pending compliance with these requirements. Pang-Wright also noted that questions relating to compliance with DBE/WBE requirements had been resolved.

Councilor McFarland asked if the contractor intended to bring material to the site through an adjacent wetland area. Bob Martin noted that this was one transportation option. McFarland asked if the contractor's bid was based on using this transportation route and, if required to use another route, would the cost of the contract increase. Martin replied that the contractor will be required to perform the work for the original bid price. Martin noted that river dredge spoil will make up the majority of the material provided by the contractor.

Councilor Gardner asked by no bids were received under the two-year option provided in the procurement documents. Martin indicated that this was not clear, but that some potential bidders may have simply been unsuccessful in putting such a proposal together.

Councilor McLain noted that the proposed amount of the contract exceeded the amount budgeted for FY 1991-92 by over \$300,000. She asked where the additional funds would come from. Martin noted that the work will now likely be spread over two fiscal years, and therefore a portion of contracted amount could come from FY 1992-93. The source of funding for the project will be the Landfill Closure Account.



METRO

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

Memorandum

ATTACHMENT A

DATE: August 13, 1991
TO: Council Solid Waste Committee Members
FROM: Bob Martin, Solid Waste Director
RE: Procurement and Stockpiling of Soils for the St. Johns Landfill,
RFB #91B-16-SW - Bid Submittals

Seven bid submittals were received and opened during a public bid opening meeting on August 9, 1991, 11:00 a.m. for the above-referenced project. All Bidders submitted bids for Alternate #1. No bids were received for Alternate #2. The Bidders are listed below in descending order based on their total bid prices. The apparent low Bidder is John L. Jersey & Son, Inc.

John L. Jersey & Son, Inc.	\$5,777,221
Eucon Corp. DBA: Eucon Corp. of Idaho	\$6,662,950
Ken Leahy Const., Inc.	\$6,935,150
Envirocon, Inc.	\$6,978,285
Kiewit Pacific Co.	\$7,099,750
Babler Bros., Inc.	\$7,293,500
Morse Bros.	\$7,764,050

BM:LPW/ay

cc: Rena Cusma, Executive Officer

ATTACHMENT B

SECTION 00500

CONSTRUCTION AGREEMENT

This Construction Agreement is made by and between _____

_____ hereinafter called Contractor and the Metropolitan Service District, a political subdivision of the State of Oregon, hereinafter called Metro.

Contractor and Metro agree as follows:

1. Contract Documents

The Contract Documents consist of this Construction Agreement, the Advertisement for Bids, the Invitation to Bid, the Instructions to Bidders, the Bid Forms (including Bid Schedules, Surety, Disadvantaged Business Program Compliance, Prevailing Wage Rate Compliance, Resident/ Non-resident Bidder Status, Signature Page, Non-Collusion Affidavit, Bid Bond, DBE and WBE Utilization), the Performance and the Labor and Materials Payment Bonds, the General Conditions, the Supplementary Conditions, the Technical Specifications, the Drawings, the approved and updated Construction Schedule, and other information and data as listed in the Supplementary Conditions, and any modifications of any of the foregoing in the form of Addenda or Change Orders in accordance with the terms of the Contract. Where applicable, reference to this Construction Agreement herein shall be deemed to refer to all of the Contract Documents.

These documents form the Contract and are, by this reference, expressly incorporated herein. All are as fully a part of the Contract as if attached to this Construction Agreement and repeated fully herein. No amendment made to this Contract nor Change Order issued shall be construed to release either party from any obligation contained in the Contract Documents except as specifically provided in any such amendment or Change Order.

2. Scope of Work

Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, permits, and every other item and service necessary to perform the Work described in the Contract Documents. Contractor agrees to fully comply with each and every term, condition and provision of the Contract Documents.

3. Contract Amount

As consideration for Contractor's performance hereunder, Metro agrees to pay contractor the Contract Amount as adjusted by approved Change Orders issued pursuant to the Contract Documents and subject to the availability of monies in the Construction Fund. Contractor agrees to accept the Contract Amount as full payment for Contractor's performance of the above-described Work.

The Contract Amount is _____

and _____/100TH DOLLARS (\$_____).

Metro shall make payments to Contractor in the manner and at the times provided in the Contract Documents.

4. Additional or Deleted Work

Contractor shall, when so instructed by Metro under the procedures of the Contract Documents, perform additional Work or delete Work in accordance with the Contract Documents. Any increase or decrease in the Contract Amount shall be determined pursuant to the applicable provisions of the Contract Documents.

5. Time of Completion; Liquidated Damages

Time is of the essence in this Construction Agreement. The Contract Time shall commence upon issuance of the Notice to Proceed. Contractor shall commence work under this Contract within ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the work to substantial completion no later than 365 calendar days after issuance of the Notice to Proceed. By executing this Construction Agreement, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

If Contractor fails to substantially complete the Work, within the Contract Time, as determined by Metro in accordance with the Contract Documents, Contractor shall be liable for liquidated damages to Metro as described in the Contract Documents.

6. Bonds

Contractor submits herewith a Performance Bond and a separate Labor and Materials Payment Bond, both in a form acceptable to Metro and otherwise in accordance with the Contract Documents and each in the Contract Amount to ensure full compliance, execution and performance of this Contract by Contractor and payment by Contractor of labor and material Suppliers as more fully described in the Contract Documents. The Performance Bond shall stay in force for a period of one (1) year after written acceptance of the Work by Metro as a guarantee of repair or replacement of any item(s) of Work found to be defective by reason of faulty workmanship or defective materials. The Labor and Materials Payment Bond shall remain in force for the time required for actions against the bond to be filed in accordance with ORS 279.536.

7. Remedies for Default

If Contractor fails to perform as specified in the Contract Documents, Metro shall be entitled to all the rights and remedies which this Contract provides, as well as all remedies provided by law. This Contract shall not be construed as limiting or reducing the remedies provided by law which Metro would have in the absence of any provision of the Contract.

8. Laws of Oregon Apply

The law of Oregon shall govern the interpretation and construction of this Construction Agreement and all of the Contract Documents.

9. Entire Agreement

The Contract Documents constitute the final written expression of all of the terms of this Construction Agreement and are a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by either party that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract shall be changed, amended, or modified only by written instrument signed by both Metro and Contractor. This Contract shall not be modified or altered by any course of performance by either party.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROCUREMENT AND STOCKPILING OF SOILS

FOR THE ST. JOHNS LANDFILL

#91B-16-SW

BID BOOK

**REVISED JULY 26, 1991
PER ADDENDUM NO. 4**

**Metropolitan Service District
Solid Waste Department
2000 S.W. First Avenue
Portland, OR 97201-5398**

SECTION 00300

BID FORMS

NOTE TO BIDDER: Bidders must provide all of the information requested in this Bid. Bidder should preferably type or use BLACK ink for completing this Bid.

To: Metropolitan Service District
Address: 2000 S.W. First Avenue, Portland, OR 97201-5398
Contract: Procurement and Stockpiling of Soils for the St. Johns Landfill
Bidder: JOHN L. JERSEY & SON, INC.
Address: 7015 N.E. 42ND AVENUE
PORTLAND, OREGON 97218
Bidder's Contract: JOHN L. JERSEY, II/TONY MARIS
Date: AUGUST 9, 1991 Telephone: (503) 287-4185

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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 it is made without collusion with any official 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 it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this bid is made in accordance with the provisions and under the terms of the Contract Documents which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a Bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty (60) days following the date of the opening of Bids.

BID SECURITY

Bid security in the form of a certified check, cashier's check or Bid bond as further described in the Instructions for Bidders and in the amount of \$100,000 is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after Notice of Conditional Award, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and in the Contract Documents. The Successful Bidder further agrees to commence the Work within ten (10) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, liquidated damages shall be paid to Metro as described in the General Conditions.

SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279.350, regarding prevailing wages, shall be complied with on this project.

Alternate #1 - SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1 L.S.	Mobilization		
		(Words)	\$ 166,839.00	\$ 166,839.00
			(Figures)	
2.	1 L.S.	Site Safety and Health Program		
			\$ 89,440.00	\$ 89,440.00
3.	5 Ac.	Clearing and Grubbing		
			\$ 1,756.00	\$ 8,780.00
4.	10,000 C.Y.	Top Soil Removal		
			\$ 2.35	\$ 23,500.00
5.	25,000 C.Y.	Low Permeable Soil Removal		
			\$ 2.35	\$ 58,750.00
6.	955,000 Ton	Procure and Deliver Subgrade Embankment Material		
			\$ 3.44	\$3,285,200.00
7.	177,000 C.Y.	Compact Subgrade Embankment		
			\$ 0.67	\$ 118,590.00

Alternate #1 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
8.	400,000 Ton	Type I Sand (Preload)		
	(Per Ton)		\$ 4.56	\$1,824,000.00
		(Words)	(Figures)	
9.	6,000 L.F.	Temporary Drainage Ditch		
	(Per Lineal Foot)		\$ 2.90	\$ 17,400.00
10.	100 EA.	Strawbale Sediment Barrier		
	(Per Each)		\$17.78	\$ 1,778.00
11.	5,000 L.F.	Sediment Fencing		
	(Per Lineal Foot)		\$ 0.89	\$ 4,450.00
12.	150,000 S.Y.	Plastic Covering		
	(Per Square Yard)		\$0.49	\$ 73,500.00
13.	2,000 S.Y.	Erosion Blankets		
	(Per Square Yard)		\$ 1.90	\$ 3,800.00
14.	10,000 S.Y.	Hydroseeding		
	(Per Square Yard)		\$0.52	\$ 5,200.00
15.	2,600 L.F.	Horizontal Gas Trenches, In Place		
	(Per Lineal Foot)		\$31.44	\$ 81,744.00
16.	1 EA.	Well Extension, H-5		
	(Per Each)	NOT APPLICABLE	\$ N.A.	\$ N.A.

Alternate #1 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
17.	3 EA.	Well Abandonment, Complete		
(Per Each)	NOT APPLICABLE	(Words)	\$ N.A.	\$ N.A.
			(Figures)	
18.	19 EA.	Settlement Markers, In Place		
(Per Each)			\$ 750.00	\$ 14,250.00

Alternate #1-TOTAL BID AMOUNT \$ 5,777,221.00

Alternate #2 - SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1 L.S.	Mobilization		
<u>(Per Lump Sum)</u>			\$ _____	\$ _____
		-(Words)	(Figures)	
2.	1 L.S.	Site Safety and Health Program		
<u>(Per Lump Sum)</u>			\$ _____	\$ _____
3.	5 Ac.	Clearing and Grubbing		
<u>(Per Acre)</u>			\$ _____	\$ _____
4.	10,000 C.Y.	Top Soil Removal		
<u>(Per Cubic Yard)</u>			\$ _____	\$ _____
5.	25,000 C.Y.	Low Permeable Soil Removal		
<u>(Per Cubic Yard)</u>			\$ _____	\$ _____
6.	955,000 Ton	Procure and Deliver Subgrade Embankment Material		
<u>(Per Ton)</u>			\$ _____	\$ _____
7.	177,000 C.Y.	Compact Subgrade Embankment		
<u>(Per Cubic Yard)</u>			\$ _____	\$ _____

Alternate #2 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
8.	400,000 Ton	Type I Sand (Preload)		
	(Per Ton)	(Words)	\$	\$
			(Figures)	
9.	6,000 L.F.	Temporary Drainage Ditch		
	(Per Lineal Foot)		\$	\$
10.	100 EA.	Strawbale Sediment Barrier		
	(Per Each)		\$	\$
11.	5,000 L.F.	Sediment Fencing		
	(Per Lineal Foot)		\$	\$
12.	150,000 S.Y.	Plastic Covering		
	(Per Square Yard)		\$	\$
13.	2,000 S.Y.	Erosion Blankets		
	(Per Square Yard)		\$	\$
14.	10,000 S.Y.	Hydroseeding		
	(Per Square Yard)		\$	\$
15.	2,600 L.F.	Horizontal Gas Trenches, In Place		
	(Per Lineal Foot)		\$	\$

Alternate #2 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
16.	1 EA. (Per Each)	Well Extension, H-5 NOT APPLICABLE	\$ N.A.	\$ N.A.
17.	3 EA. (Per Each)	Well Abandonment, Complete (Words)	\$ N.A.	\$ N.A.
18.	19 EA. (Per Each)	Settlement Markers, In Place (Words)	\$	\$

Alternate #2-TOTAL BID AMOUNT \$ N/A

ADDENDA

The Bidder hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

<u>ADDENDUM NO. ONE</u>	<u>JUNE 05, 1991</u>
<u>ADDENDUM NO. TWO</u>	<u>JUNE 19, 1991</u>
<u>ADDENDUM NO. THREE</u>	<u>JUNE 26, 1991</u>
<u>ADDENDUM NO. FOUR</u>	<u>JULY 27, 1991</u>
<u>ADDENDUM NO. FIVE</u>	<u>AUGUST 05, 1991</u>

SURETY

If the Bidder is awarded a Contract on this Bid, the Surety or Sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

1. United States Fidelity & Guaranty Maryland
- 2.

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid)

Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill

Name of Bidder: JOHN L. JERSEY & SON, INC.

Address: 7015 N.E. 42ND AVENUE, PORTLAND, OREGON 97218

Phone: (503) 287-4185

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 10 percent of the Bid Amount to DBEs and 3 percent to WBEs.
2. Has partially met the contract goals and will subcontract _____ percent of the Bid Amount to DBEs and _____ percent to WBEs. Bidder has made good faith efforts prior to Bid opening to meet the full goals and will submit documentation of the same to Metro within twenty-four (24) hours of Metro's request.
3. Will not subcontract any of the Bid Amount to DBEs or WBEs but has made good faith efforts prior to Bid opening to meet the contract goals and will submit documentation of such good faith efforts to Metro within twenty-four (24) hours of Metro's request.

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 that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279.029).

The undersigned Bidder states that it is: (check one)

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

Indicate state in which Bidder resides: _____

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 19__.

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

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 9TH day of AUGUST, 1991.

JOHN L. JERSEY & SON, INC.
Name of Corporation

OREGON

State of Incorporation

*OR CONTRACTOR
LICENSE # 36748*

By: _____

JOHN L. JERSEY, II
Printed Name of Person Signing

Title: PRESIDENT

NON-COLLUSION AFFIDAVIT

STATE OF OREGON)

County of MULTNOMAH)

I state that I am PRESIDENT of JOHN L. JERSEY & SON, INC.
(Title) (Name of Bidder)

and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

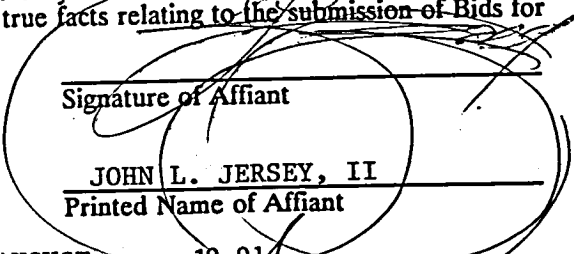
I state that:

- (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 in the attached appendix.
- (2) 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 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 person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other from of complementary Bid.
- (4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.
- (5) JOHN L. JERSEY & SON, INC., its affiliates, subsidiaries, officers, directors and employees
(Name of Bidder)

(as applicable) 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 in the attached appendix.

I state that I and JOHN L. JERSEY & SON, INC. understand and acknowledge
(Name of Bidder)

that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

Signature of Affiant

 JOHN L. JERSEY, II
 Printed Name of Affiant

Sworn to and subscribed before me this 9TH day of AUGUST, 19 91

Notary Public for Oregon

My Commission Expires: 4/25/93

BID BOND

(NOTE: BIDDERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, John L. Jersey & Son, Inc.

as Principal, and United States Fidelity & Guaranty Company, a corporation organized and existing under and by

virtue of the laws of the State of Maryland and duly authorized to do Surety business in the State of Oregon and name on the current list of approved Surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto the METROPOLITAN SERVICE DISTRICT, as Obligee, in the sum of One Hundred Thousand Dollars (\$100,000) in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the Principal has submitted to the Metropolitan Service District a certain bid for work required for the Soils Procurement and Preloading of the St. Johns Landfill, which work is specifically described in the accompanying bid;

NOW, THEREFORE, if the Metropolitan Service District does not award a contract to the Principal within the time specified in the Instructions to Bidders for the work described in said bid, or in the alternate, if said bid shall be accepted and the Principal, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the bid, files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and this bond shall be in no way impaired or affected by any extension of the time within which the Metropolitan Service District may accept such bid; and said Surety does hereby waive notice of any such extension.

If more than one Surety is on this bond, each Surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals 8th day of August 19 91.

United States Fidelity & Guaranty Company
SURETY

By: [Signature]
Title: [Signature]

JOHN L. JERSEY & SON, INC.
PRINCIPAL
By: JOHN L. JERSEY, II
Title: PRESIDENT

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 82649

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Earl W. Bolliger

of the City of Portland, State of Oregon, its true and lawful attorney in and for the State of Oregon

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Earl W. Bolliger

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 10th day of March, A. D. 1972

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By John Hamilton, Vice-President.

(SEAL)

(Signed) Charles O. Mullennix, Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, ss:

On this 10th day of March, A. D. 1972, before me personally came

John Hamilton, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Charles O. Mullennix, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said John Hamilton and Charles O. Mullennix were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974....

(SEAL) (Signed) Edith M. Dorsey, Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Edith M. Dorsey, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 10th day of March, A. D. 1972

(SEAL) (Signed) Robert H. Bouse, Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Michael W. Vann, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Earl W. Bolliger

of Portland, Oregon, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on August 8, 1911 (Date)



Assistant Secretary.

WOMEN BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill.
2. Name of Bidder JOHN L. JERSEY & SON, INC.
Address 7015 N.E. 42ND AVENUE, PORTLAND, OR 97218
3. The above-named Bidder intends to subcontract 3 percent of the Bid to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses and Phone Numbers of DBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
<u>C. W. McCALLEN CONSTRUCTION</u> <u>9775 S.W. 155TH</u> <u>BEAVERTON, OR 97007 664-2108</u>	<u>TRUCKING/EXCAVATION/SUPPLIER</u>	<u>173,316.63 +</u>

Total WBE Participation Amount \$ 173,316.63
 Amount of Bid \$5,777,221.00
 WBE Percent of Bid 3.00%

JOHN L. JERSEY, II
 Authorized Signature
PRESIDENT
 Title
AUGUST 12, 1991
 Date

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED WITHIN 24 HOURS OF REQUEST BY METRO

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill
2. Name of Bidder JOHN L. JERSEY & SON, INC.
- Address 7015 N.E. 42ND AVENUE, PORTLAND, OREGON 97218

3. The above-named Bidder intends to subcontract 10 percent of the Bid to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses and Phone Numbers of DBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
<u>C. W. McCALLEN CONSTRUCTION</u> <u>9775 S.W. 155TH</u> <u>BEAVERTON, OR. 97007 664-2108</u>	<u>TRUCKING/EXCAVATION/SUPPLIER</u>	<u>288,861.05 ±</u>
<u>MIKE SHOUGH TRUCKING</u> <u>640 N.E. 80TH AVENUE</u> <u>PORTLAND, OR. 97213 252-0963</u>	<u>TRUCKING/EXCAVATION</u>	<u>288,861.05 ±</u>

Total DBE Participation Amount \$ 577,722.10

Amount of Bid \$5,777,221.00

DBE Percent of Bid 10.00%

JOHN L. JERSEY, II
Authorized Signature

PRESIDENT
Title

AUGUST 12, 1991
Date

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED WITHIN 24 HOURS OF REQUEST BY METRO