

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 91-1481
THE EXECUTIVE OFFICER TO EXECUTE)	
A CONTRACT WITH TRANS INDUSTRIES)	Introduced by Rena Cusma,
FOR PROCESSING AND TRANSPORTING)	Executive Officer
YARD DEBRIS FROM THE METRO)	
CENTRAL STATION)	

WHEREAS, An estimated 1,800 tons of source-separated yard debris will be disposed of at Metro Central Station during fiscal year 1991-92; and

WHEREAS, It is Metro's policy to recycle source-separated yard debris; and

WHEREAS, The existing contracts for hauling and processing yard debris from Metro Central Station expire on July 31, 1991; and

WHEREAS, A public bidding process was used to obtain bids for the hauling and processing of yard debris from the Metro Central Station; and

WHEREAS, Trans Industries submitted the only bid for processing and transporting yard debris from Metro Central Station; and

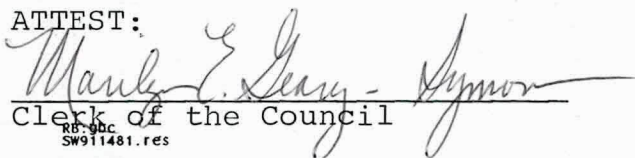
WHEREAS, Trans Industries has the necessary equipment and expertise to process the yard debris from Metro Central Station into usable products; and

WHEREAS, The Executive Officer has reviewed the contract with Trans Industries to process and transport yard debris from Metro Central Station and hereby forwards the Agreement to the Council for Approval; now, therefore,

BE IT RESOLVED, That the Council of the Metropolitan Service District authorizes the Executive Officer to execute the attached contract (Exhibit "A" hereto) with Trans Industries to process and transport yard debris from Metro Central Station.

ADOPTED by the Council of the Metropolitan Service District this 8th day of August, 1991.


Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

RB: gdc
SW911481.res

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?

YES NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

YES DATE _____ INITIAL _____

16. COMMENTS:

Contract amount is based upon 1800 tons of yard debris at \$35./ton (\$63,000.). Only one bid was received.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(IF REQUIRED)


DEPARTMENT HEAD

1. _____
COUNCILOR

DATE _____

FISCAL REVIEW

2. _____
COUNCILOR

BUDGET REVIEW

3. _____
COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "Metro," and Trans Industries, Inc., whose address is 6161 NW 61st Avenue, Portland, Oregon 97210, hereinafter referred to as the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

Contractor shall perform the work and/or deliver to Metro the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing August 1, 1991 through and including July 31, 1992.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

ARTICLE IV

LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

ARTICLE V

TERMINATION

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination,

Contractor shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against Contractor.

ARTICLE VI

INSURANCE

Contractor shall maintain such insurance as will protect Contractor from claims under Workers' Compensation Acts and other employee benefits acts covering all of Contractor's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to Metro. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover Contractor's operations under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours

before services under this Contract commence, whichever date is earlier.

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

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this Contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this agreement are the property of Metro and it is agreed by the parties hereto that such documents are works made for hire. Contractor does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any

of the services and/or supply of any of the goods covered by this Contract.

Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, Contractor agrees to make a good faith effort, as that term is defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven percent (7%) of the contract amount to Disadvantaged Business Enterprise and five percent (5%) of the contract amount to Women-Owned Business Enterprise. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference.

Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes

all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the State of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

TRANS INDUSTRIES, INC.

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Date: _____

RB:ay
CONTRACT\YDKMCS.ONT
JULY 11, 1991

ATTACHMENT A

SCOPE OF WORK

1. Contractor shall process into usable products and transport approximately 1,800 tons of source-separated yard debris from the Metro Central Station, located at 6161 NW 61st Avenue, Portland, OR 97210.
2. Contractor shall provide all equipment and personnel necessary to supply the processing and transport services described in this Scope of Work.
3. For purposes of this agreement, the term "yard debris" is defined as heterogenous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
4. Metro guarantees no minimum amount of material for delivery to Contractor and reserves the right to limit the quantity of material to be delivered to Contractor.
5. Contractor shall have a designated area within the Metro Central Station for the deposit of source separated yard debris. Contractor must then process and haul to a facility permitted to further process such material into a usable product except for those restrictions noted in paragraph 8 of this agreement.
6. All source-separated yard debris shall be weighed by Metro on the scales at the transfer station scalehouse before the material is deposited in the designated area within the transfer station. The net weight of the load shall be registered on a transaction invoice and a copy given to the Contractor. This weight shall be the basis for payment to Contractor.
7. All vehicles used for transporting material must be tarped, or fully enclosed prior to leaving the facility, so as to prevent litter from being deposited on the streets.
8. Once the material has been removed from the transfer station, none of the material covered under this Agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner that Contractor deems appropriate.

9. Contractor shall be solely responsible for processing the material into final usable products.
10. Contractor shall not receive a Materials Recovery Incentive for source-separated yard debris. Materials Recovery Incentive means the monthly amount paid by Metro to the Contractor equal to the avoided cost for Recovered Material. Avoided Cost means the sum of money equal to the unit cost per ton of acceptable waste residue that Metro would have incurred to transport and dispose of such waste at the Disposal Site but for Contractor's conversion of acceptable waste to recovered materials.
11. No material shall be stockpiled by Contractor in an unprocessed form for longer than twelve (12) months.
12. Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay for all costs therefore. Before commencing work under this contract, Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified and where indicated naming Metro as an additional insured.

a. Comprehensive General Liability

Contractor shall maintain Comprehensive General Liability insurance covering all operations, including contractual liability, against bodily injury or death including personal injury and property damage with a combined single limit of not less than \$1,000,000. Such policy shall name Metro, its directors, officers, agents, and employees as an additional insured. Such insurance shall provide for thirty days prior written notice to Metro in the event of alteration or cancellation.

b. Auto Liability

Contractor shall maintain Auto Liability with a combined single limit of not less than \$1,000,000. Such policy shall insure against bodily injury and property damage arising out of the use by or on behalf of Contractor, his agents and employees in pursuit of services provided for in this Agreement, of any owned, non-owned or hired vehicle. Such policy shall name Metro, its directors, officers, agents and employees as an additional insured. Such insurance shall provide

for thirty days prior written notice to Metro in the event of alteration or cancellation.

c. Workers' Compensation Coverage

Contractor shall maintain in force Workers' Compensation coverage as required by the State of Oregon. Contractor shall also maintain Employers' Liability insurance including bodily injury caused by disease with a limit of not less than \$1,000,000. Consultant shall require his sub-consultants (if any) to maintain such insurance also. Contractor shall provide Metro a Certificate of Insurance evidencing that such coverage is in force.

13. Contractor shall provide to Metro a performance bond in an amount equal to 100 percent (100%) of the bid price.

RB:BY
CONTRACT\YDMCS.SOW
July 22, 1991

ATTACHMENT B

CONTRACT SUM AND TERMS OF PAYMENT

1. Metro shall compensate Contractor \$35.00 per ton for hauling and processing of yard debris from Metro Central Station.
2. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of SIXTY THREE THOUSAND AND NO/100ths DOLLARS (\$63,000.00).
3. Contractor shall submit to Metro a monthly invoice which details services performed by Contractor during the previous month. Contractor shall attach to each invoice copies of transaction receipts equal to the amount being invoiced. Monthly Invoices shall be sent to Metro, Attention: Solid Waste Facilities Manager, 2000 S.W. First Avenue, Portland, OR 97201.
4. Metro shall pay Contractor within thirty (30) days following receipt of an approved invoice from Contractor.

RB:ay
CONTRACT\YDMCS.ATB
July 11, 1991

BIDDERS DECLARATION AND UNDERSTANDING

NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

BID

To: Metropolitan Service District
Address: 2000 S.W. First Avenue
Bid Title: For Hauling and Processing of Yard Debris from Metro's Solid Waste Disposal Facilities
Bidder: TRANS INDUSTRIES
Address: 6161 NW 61ST AVE.
Date: 7/8/91
Authorized Signature: [Signature]
Bidder's Person to Contact for Additional Information on this Bid
Name: F. RALPH ORRINO
Telephone: 226-6161

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 aspects, fair and without fraud, that the Bid is made without collusion with any official of the Owner, 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 the Contract Documents, that he/she has personally inspected the site, if required in the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is 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.

This Bid is irrevocable for sixty (60) days following the opening of Bids.

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 all machinery, tools, apparatus, and other means of operation and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**BIDDERS DECLARATION AND UNDERSTANDING
(Continued)**

CERTIFICATE OF INSURANCE

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

SALES AND USE TAXES

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

LUMP SUM OR UNIT PRICE WORK

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

PREVAILING WAGE FOR PUBLIC WORKS

If this project is a public work as defined in ORS 279.348, the undersigned, as Bidder on this project, hereby certifies that he/she will comply with ORS 279.350.

T. Leland Quinn
Signature

General Manager
Title

7/8/91
Date

BID SCHEDULE
For
Hauling and Processing of Source Separated Yard Debris

Bidders may bid on any or all of the following Alternates:

Alternate #1: Contractor to haul and process into usable products approximately 1,800 tons of source separated yard debris from the Metro Central Station according to the Scope of Work.

UNIT PRICE PER TON \$ 35.00

Alternate #2: Contractor to haul and process into usable products approximately 1,500 tons of source-separated yard debris from the Metro South Station according to the Scope of Work.

UNIT PRICE PER TON \$ No Bid

Alternate #3: Contractor to haul and process into usable products a total of approximately 3,300 tons of source-separated yard debris from both the Metro Central Station and the Metro South Station, according to the Scope of Work.

UNIT PRICE PER TON \$ No Bid

BIDDER: TRANS INDUSTRIES

ADDRESS: 6161 NW 61st AVE

PORTLAND, OR 97210

BY: 

Signature

F. RALPH ORRINO

Print Name

TITLE: GEN. MANAGER

DATE: 7/8/91

Bidder's Contact Person for additional information on this bid:

NAME: F. RALPH ORRINO

TELEPHONE: 226-6161

NOTE: Metro reserves the right to reject any or all bids.

SURETY

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 United Pacific Insurance Co. whose address is
Name

Fred S. James & Co. of Georgia, Inc. 333 Peachtree Rd.,
Street City N.E., Suite 500 Atlanta

GA, 30326 which is the address to which all
State Zip Code

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 the partnership, or of all persons interested in the Bid as principals are as follows:

Ralph Orrino
6161 NW 61st Ave
Portland Or 97210

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.

If Sole Proprietor or Partnership

IN WITNESS, hereto the undersigned has set his/her (its) hand this _____ day of _____, 19____.

Signature of Bidder

Title

CERT. CHECK ATTACHED IN LIEU OF BID BOND

BID BOND

BOND NO. _____
AMOUNT: \$ 500.00

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 FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00),
for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid
Bid for _____
said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, 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 any bond(s) required
by the Contract Documents within the time fixed by the Documents, then
this obligation shall be void; if the PRINCIPAL shall fail to execute
the proposed Contract and furnish the bond(s), 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 _____, 19__.

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: HAULING AND PROCESSING OF YARD DEBRIS
Name of Bidder: TRANS INDUSTRIES
Address: 6161 NW 61ST AVE
Telephone: 226-6161

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).
- 4. Will not subcontract any of the contract amount.

Robert Quinn
Authorized Signature

7/8/91
Date

WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project Hauling and Processing of source separated
YARD DEBRIS
2. Name of Bidder TRANS INDUSTRIES
Address of Bidder 6161 NW 61st Ave
3. The above-named Bidder intends to subcontract 0 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 _____

Nature of Participation _____ Dollar Value of Participation _____

Names, Contact Persons, Addresses and Telephone Numbers of WBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Charles J. J...
Authorized Signature

Date: 7/8/91

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

RB:RY
RAY\CONTRACT\YARDOEB.RFB



METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

June 19, 1991

Rod Grimm
Grimm's Fuel Co.
1631 South Shore Blvd.
Lake Oswego, OR 97034

Dear Rod:

The Metropolitan Service District (Metro) is requesting bids for hauling and processing of yard debris from Metro's solid waste disposal facilities. A scope of work is enclosed.

Sealed bids must be delivered to the Solid Waste Department, Metropolitan Service District, 2000 S.W. First Avenue, Portland, OR 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager, no later than 3:00 p.m. PDT, July 8, 1991.

The work contemplated consists of hauling and processing into usable products source-separated yard debris from one or both of Metro's solid waste transfer stations.

Each bid must be submitted on the prescribed forms in the enclosed bid package.

Sincerely,

Ray Barker
Assistant Facilities Manager

RB:ay

Enclosure

cc: Sam Chandler, Solid Waste Facilities Manager
Brent Leathers, Contracts Compliance Officer

Executive Officer
Rena Cusma

Metro Council

Tanya Collier
Presiding Officer
District 9

Jim Gardner
Deputy Presiding
Officer
District 3

Susan McLain
District 1

Lawrence Bauer
District 2

Richard Devlin
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Ruth McFarland
District 7

Judy Wyers
District 8

Roger Buchanan
District 10

David Knowles
District 11

Sandi Hansen
District 12

Don Chappell
American Container and Recycling
PO Box 83960
Portland, OR 97283

Ralph Gilbert
East County Recycling Co.
PO Box 20096
Portland, OR 97220

Rod Grimm
Grimm's Fuel Co.
1631 South Shore Blvd.
Lake Oswego, OR 97034

John McFarlane
McFarlane's Bark, Inc.
13345 SE Johnson Road
Milwaukie, OR 97222

Merle Irvine
Wastech
701 N. Hunt
Portland, OR 97217

Ralph Orino
Trans Industries
6161 NW 61st
Portland, OR 97210

Dan Holcombe
Oregon Soil Corporation
17810 SW BUnker Oak Road
Beaverton, OR 97006

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 91-1481 FOR THE
PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE
A CONTRACT WITH TRANS INDUSTRIES FOR PROCESSING AND
TRANSPORTING YARD DEBRIS FROM THE METRO CENTRAL STATION

Date: July 15, 1991

Presented by: Sam Chandler
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 91-1481, authorizing the Executive Officer to execute a contract with Trans Industries for processing and transporting yard debris from the Metro Central Station.

FACTUAL BACKGROUND AND ANALYSIS

Currently, Metro has contracts with Marine Dropbox Service, Inc. and Grimm's Fuel Co. to haul and process source-separated yard debris from Metro Central Station. Under the existing contracts, source-separated yard debris is hauled from Metro Central Station by Marine Dropbox to Grimm's Fuel in Tualatin at a cost of \$19.50/ton. Grimm's processes the yard debris into usable products at a cost of \$20/ton. Both contracts expire July 31, 1991.

A Request for Bids (RFB) for hauling and processing of source-separated yard debris was issued on June 20, 1991. The RFB provided three alternates for hauling and processing yard debris into usable products. Vendors were asked to bid on one or more of the following:

1. Price per ton for hauling and processing approximately 1,500 tons of yard debris from the Metro South Station
2. Price per ton for hauling and processing approximately 1,800 tons of yard debris from the Metro Central Station
3. Price per ton for hauling and processing a total of approximately 3,300 tons of yard debris from both the Metro Central Station and the Metro South Station

The Bid opening was held July 8, 1991. Trans Industries submitted the only bid, \$35/ton to process and transport yard debris from the Metro Central Station. Because no bids were received to haul and process yard debris from Metro South Station, a second RFB was issued on July 18, 1991 for Metro South Station only. That bid opening is scheduled for July 29, 1991.

The proposed contract with Trans Industries for processing and transporting yard debris from Metro Central Station is summarized as follows:

1. Contractor shall process into usable products and transport approximately 1,800 tons of source-separated yard debris from Metro Central Station during a one-year period at a cost of \$35/ton (\$63,000 total contract amount). The rate is \$4.50 per ton less than the current cost to haul and process.)
2. Contractor will grind the yard debris at the Metro Central Station site, and then transport material to other facilities to be processed as hog fuel or compost.
3. Contractor shall not receive a materials recovery incentive for source-separated yard debris.
4. Contractor shall provide to Metro a performance bond in an amount equal to 100 percent (100%) of the bid price.
5. None of the yard debris shall be burned in a mass incinerator or landfilled.
6. No material shall be stockpiled by Contractor in an unprocessed form for longer than 12 months.

BUDGET IMPACT

The FY 1991-92 budget provides \$81,000 for hauling and processing yard debris from Metro Central Station. The proposed contract with Trans Industries is for the total amount of \$63,000.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1481.



METRO

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

Memorandum

To: Solid Waste Committee Members

From: John House^{AKA} Council Analyst

Date: July 30, 1991

Re: Resolution 91-1481, For the Purpose of Authorizing the Executive Officer to Execute a Contract with Trans Industries For Processing and Transporting Yard Debris From the Metro Central Station

Resolution 91-1481 has been scheduled for consideration by the Committee at its August 6, 1991 meeting.

Background

Yard debris from Metro Central currently is transported under contract with Marine Dropbox Service to Grimm's Fuel in Tualatin at a cost of \$19.50 per ton. Metro contracts with Grimm's to process the material into usable products at a cost of \$20 per ton. The total contracted cost for processing Metro Central yard debris is \$39.50.

The existing contracts expire on July 31, 1991. Metro solicited requests for bids for hauling and processing yard debris at Metro Central, Metro South, or from both facilities. The only bid received was from Trans Industries for Metro Central. The bid was to process up to 1,800 tons of material for a one-year period between August 1, 1991 and July 31, 1992 at a cost of \$35 per ton. (Note: A new RFB for Metro South resulted in three bids that currently under review.)

The Trans Industries bid represents a savings of \$4.50 per ton when compared with the existing contracts (\$63,000 annual cost versus \$81,000 under the current contracts). This saving probably results from the fact that, as the operator of the Metro Central Station, Trans Industries can obtain certain economies of scale.

The contract provides that the material be ground at Metro Central and then transported to other facilities for processing into usable products such as hog fuel or compost. The contract also provides that none of the material may be mass incinerated or landfilled and that it cannot be held in an unprocessed form for more than 12 months.

Issues and Questions

The committee may wish to ask what products will be produced from the yard debris and the available markets for these products.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1481, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH TRANS INDUSTRIES FOR PROCESSING AND TRANSPORTING YARD DEBRIS FROM THE METRO CENTRAL STATION

Date: August 7, 1991

Presented by: Gardner

Committee Recommendation: At the August 6 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1481. Voting in favor: Councilors Gardner, McLain and Wyers.

Committee Issues/Discussion: Ray Barker and Sam Chandler, Solid Waste Department, reviewed the staff report. The Department sought bids for a one-year contract to handle and process yard debris at the Metro Central and Metro South Stations, either separately or collectively. Initially, only Trans Industries submitted a bid to process debris at Metro Central only. A subsequent RFB resulted in bids for Metro South yard debris that will be considered by the council at a later date.

Under the contract, up to 1,800 tons of debris will be processed. The material will be ground at Metro Central and then transported to other facilities for processing into resaleable products, such as hog fuel or compost. Barker and Chandler indicated that the Trans Industries bid is \$4.50 less per ton than the existing contracts. The amount of the contract will be \$63,000 versus a budgeted amount of \$81,000.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1481, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH TRANS INDUSTRIES FOR PROCESSING AND TRANSPORTING YARD DEBRIS FROM THE METRO CENTRAL STATION

Date: August 7, 1991

Presented by: Gardner

Committee Recommendation: At the August 6 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1481. Voting in favor: Councilors Gardner, McLain and Wyers.

Committee Issues/Discussion: Ray Barker and Sam Chandler, Solid Waste Department, reviewed the staff report. The Department sought bids for a one-year contract to handle and process yard debris at the Metro Central and Metro South Stations, either separately or collectively. Initially, only Trans Industries submitted a bid to process debris at Metro Central only. A subsequent RFB resulted in bids for Metro South yard debris that will be considered by the council at a later date.

Under the contract, up to 1,800 tons of debris will be processed. The material will be ground at Metro Central and then transported to other facilities for processing into resaleable products, such as hog fuel or compost. Barker and Chandler indicated that the Trans Industries bid is \$4.50 less per ton than the existing contracts. The amount of the contract will be \$63,000 versus a budgeted amount of \$81,000.

BIDDERS DECLARATION AND UNDERSTANDING

NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

BID

To: Metropolitan Service District
Address: 2000 S.W. First Avenue
Bid Title: For Hauling and Processing of Yard Debris from Metro's Solid Waste Disposal Facilities

Bidder: TRANS INDUSTRIES

Address: 6161 NW 61ST AVE.

Date: 7/8/91

Authorized Signature: + Ralph Orino

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

Name: F. RALPH ORINO

Telephone: 226-6161

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 aspects, fair and without fraud, that the Bid is made without collusion with any official of the Owner, 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 the Contract Documents, that he/she has personally inspected the site, if required in the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is 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.

This Bid is irrevocable for sixty (60) days following the opening of Bids.

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 all machinery, tools, apparatus, and other means of operation and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**BIDDERS DECLARATION AND UNDERSTANDING
(Continued)**

CERTIFICATE OF INSURANCE

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

SALES AND USE TAXES

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

LUMP SUM OR UNIT PRICE WORK

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

PREVAILING WAGE FOR PUBLIC WORKS

If this project is a public work as defined in ORS 279.348, the undersigned, as Bidder on this project, hereby certifies that he/she will comply with ORS 279.350.

T. Lash Owens

Signature

General Manager

Title

7/8/91

Date

CERT. CHECK ATTACHED IN LIEU OF BID BOND

BID BOND

BOND NO. _____
AMOUNT: \$ 500.00

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 FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00),
for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:
WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid
Bid for _____
said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, 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 any bond(s) required
by the Contract Documents within the time fixed by the Documents, then
this obligation shall be void; if the PRINCIPAL shall fail to execute
the proposed Contract and furnish the bond(s), 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 _____, 19__.

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact