

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)	Resolution No. 91-1540
THE EXECUTIVE OFFICER TO EXECUTE)	
A CONTRACT WITH METROPOLITAN)	Introduced by Rena Cusma,
DISPOSAL CORPORATION FOR SEWAGE)	Executive Officer
GRIT AND SCREENINGS TRANSPORT)	
SERVICES)	

WHEREAS, Sewage grit and screenings is a solid waste subject to Metropolitan Service District regulatory authority under ORS 268.317; and

WHEREAS, The City of Portland is in the process of developing a depot at Columbia Boulevard Wastewater Treatment Plant for consolidating sewage grit and screenings from the Metropolitan area, and has requested Metro to establish and administer a "pass through" contract for transport of such waste to appropriate disposal facilities; and

WHEREAS, A public bidding process was used to obtain bids for "Sewage Grit and Screenings Transport Services"; and

WHEREAS, Five bids were submitted for providing the requested service; and

WHEREAS, It appears that Metropolitan Disposal Corporation has submitted the lowest responsive, responsible bid for providing the requested service; and

WHEREAS, The City of Portland has reviewed and approved the content of Metropolitan Disposal Corporation bid; and

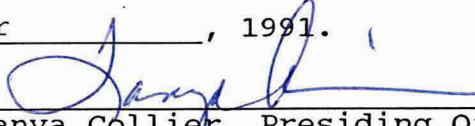
WHEREAS, Metro will not be executing the contract prior to executing an Intergovernmental Agreement with the City of Portland to pay for the transport services provided; and

WHEREAS, The Executive Officer has reviewed the contract with Metropolitan Disposal Corporation for "Sewage Grit and Screenings Hauling Services" 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 contract attached hereto and labeled Exhibit "A", with Metropolitan Disposal

Corporation, for "Sewage Grit and Screening Hauling Services," following execution of an IGA with the City of Portland to pay for the transport services provided.

ADOPTED by the council of the Metropolitan Service District this 19th day of December, 1991.



Tanya Collier, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 91-1540 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH METROPOLITAN DISPOSAL CORPORATION FOR SEWAGE GRIT AND SCREENINGS TRANSPORT SERVICES.

Date: December 17, 1991

Presented by: Jim Watkins
Jim Goddard

PROPOSED ACTION

Adoption of Resolution No. 91-1540, authorizing the Executive Officer to execute a contract with Metropolitan Disposal Corporation for Sewage Grit and Screenings (SGS) Transport Services.

FACTUAL BACKGROUND AND ANALYSIS

On November 19, 1991, the Metro Council approved Resolution 91-1524A for issuance of a Request for Bids for Sewage Grit and Screenings Transport Services. Five bids were submitted. The tabulation of the bids is attached.

The Metropolitan Disposal Corporation (MDC) was the low responsive, responsible bidder. As stated in the attached letter, the City of Portland has reviewed and approved MDC's method of transporting the sewage grit and screenings.

The proposed Intergovernmental Agreement (IGA) governing the relationship between Metro and the City of Portland was submitted to both parties on November 29, 1991. Metro council has 14 days to comment on the proposed IGA. Review and approval by the City of Portland Council is expected to take place on January 2, 1992. This Contract with Metropolitan Disposal Corporation will be executed once approval of the IGA is obtained.

FINANCIAL IMPACT

The nominal costs to manage the contract will be borne by Metro, but the actual cost of hauling and disposal will be borne by the wastewater treatment plant operators. For FY 1991-92, this contract will require approximately \$90,000 and the disposal cost billed directly to Metro will require an additional \$80,000. It is anticipated that there will be sufficient funds in operations for these payments. If necessary, transfers will be made by budget amendment to cover any shortfalls. The City of Portland will reimburse Metro for these charges. Metro will receive the Tier 1 user fee (currently \$13/ton) for each ton of SGS disposed.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1540.

TABULATION OF BIDS

	MDC		WMO		RISBERG		GRESHAM		CREST	
	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Basis of Award	\$/ton	16.5	\$/ton	18.87	\$/ton	20.87	\$/ton	22.65	\$/ton	29.04
Numerical Calculations	Verified		Verified		Based on Incremental Prices		Verified		Verified	
Qualification	Appear Qualified		Appear Qualified		Appear Qualified		Appear Qualified		Appear Qualified	
Handled as Confidential	No		Yes		Yes		No		No	
PUC Authority	PUC Authority #1519806		PUC Authority #178364		PUC Authority		PUC, HVUT DMV, USDOT		PUC Authority #025780	
Bid Bond	Certified Check		Certified Check		Check		Certified Check		Certified Check	
Non Collusion Complete	Yes		Yes		Yes		Yes		Yes	
Signature Page Complete	Yes		Yes		Yes		Yes		Individual Yes	
Residential - Non Resident	Resident		Resident		Not Complete		Resident		Resident	
Options	Extra Drop Box									

s:\share\godd\sgs\tabulate.tbl



CITY OF
PORTLAND, OREGON
BUREAU OF ENVIRONMENTAL SERVICES

Earl Blumenauer, Commissioner
Wastewater Treatment Branch
5001 N. Columbia Blvd.
Portland, Oregon 97203
(503) 823-2400
Fax: (503) 823-2409

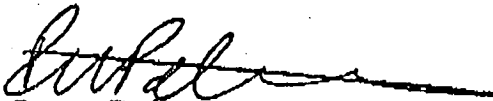
December 13, 1991

Jim Goddard
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

Dear Jim:

I have reviewed the method of receiving, handling and transport for our Sewage Grit and Screenings (SGS), as proposed by Scott Patterson, of Metropolitan Disposal. The equipment and methods of the proposal is satisfactory to our needs and should satisfy the specifications of RFB #91B-50-SW.

Sincerely,


Ross Peterson,
Sludge Operations

cc: (w/o enclosures)
Dale Richwine, USA
Steve Simonson, Clackamas County
Gary Ott, City of Gresham

Fax Transmittal Memo

of Pages

To

Company

FAX #

From

Wastewater Treatment Branch
Environmental Services
City of Portland, Oregon
Phone (503)823-2400
FAX (503)823-2409

1
Jim Goddard
METRO
273-5586

R. Peterson



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902243
FUND: Operating DEPARTMENT: SW
SOURCE CODE (IF REVENUE) _____

BUDGET CODE NO. 531-310233-526612-
(IF MORE THAN ONE) _____

REGIONAL FACILITIES

INSTRUCTIONS

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

DEC 17 '91

- R. F. Director Admin. Sec
 Procurement Off. Contract Admin
 Construction Mgr. Labor Manager
 Building Mgr. Fac. Plan. Mgr.

1. PURPOSE OF GRANT/CONTRACT: Sewage, Grit & Screenings Hauling Services

2. TYPE OF EXPENSE
- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> PERSONAL SERVICES | <input type="checkbox"/> LABOR AND MATERIALS | <input type="checkbox"/> PROCUREMENT |
| <input type="checkbox"/> PASS THROUGH AGREEMENT | <input type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT | <input type="checkbox"/> CONSTRUCTION |
| | | <input type="checkbox"/> OTHER |

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Metropolitan Disposal Corp & Metro

5. EFFECTIVE DATE Feb 3, 1992 TERMINATION DATE Feb 3, 1997
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>1,650,000.00</u>
PREV. AMEND	<u>0</u>
THIS AMEND	_____
TOTAL	\$ <u>1,650,000.00</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198 91-92 \$ 90,000.00
 B. BUDGET LINE ITEM NAME Disposal Operations AMOUNT APPROPRIATED FOR CONTRACT \$ 17,880,321
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF December 17, 1991 \$ 12,399,765

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

_____ SUBMITTED BY	\$ _____	AMOUNT	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____	AMOUNT	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____	AMOUNT	<input type="checkbox"/> MBE

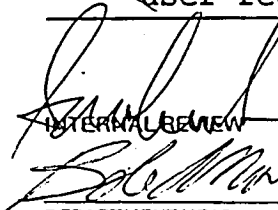
9. NUMBER AND LOCATION OF ORIGINALS _____

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNTS \$ _____
 TYPE OF BOND _____ AMOUNTS \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____

16. COMMENTS:

The nominal costs to manage the contract will be borne by Metro, but the actual cost of hauling and disposal will be borne by the wastewater treatment plant operators. For FY 1991-92, this contract will require approximately \$90,000 and the disposal cost billed directly to Metro will require an additional \$80,000. It is anticipated that there will be sufficient funds in operations for these payments. If necessary, transfers will be made by budget amendment to cover any shortfalls. The City of Portland will reimburse Metro for these charges. Metro will receive the Tier 1 user fee (currently \$13/ton) for each ton of SGS disposed.

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 _____

ADDENDA

**ADDENDA #1, 2, AND 3
INCORPORATED INTO THE CONTRACT DOCUMENT**

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 Metropolitan Disposal Corporation whose address is 8443 N. Kerby, Portland, Oregon, 97217, hereinafter referred to as the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

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

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing February 3, 1992 through and including February 3, 1997.

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 forty-five (45) 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. ORS Chapter 279 states, in part, that the Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage to all their subject workers. 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 to reach the goals of Metro's Disadvantaged Business Program and reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this 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.

METROPOLITAN DISPOSAL CORPORATION

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
General Counsel

Date: _____

GODD\SGS\HD902243.CNT

ATTACHMENT "A"
SCOPE OF WORK

SCOPE OF WORK

1. GENERAL

This Scope of Work describes the services required to transport sewage grit and screenings (SGS) from the City of Portland's Columbia Boulevard wastewater treatment plant (CBWTP) to either Hillsboro Landfill or Columbia Ridge Landfill as well as the operating conditions in which the services are to be performed. The description of the work is not intended to be comprehensive in nature, and Contractor agrees to provide the labor, equipment and materials necessary to meet the performance requirements contained in the Contract Documents for the Project - "Sewage Grit and Screenings Transport Services."

Metro will direct the hauler to the most cost effective landfill, considering combined hauling and disposal costs. Metro will give ninety (90) days notice to the hauler prior to changing the disposal location. Only one landfill will be designated for use. If the other landfill proves to be more cost effective, all loads would then be directed to that landfill.

The transport services described in the Contract Documents are required by Metro to provide a regional SGS disposal option to any Metro area wastewater treatment plants. Portland's Columbia Boulevard wastewater treatment plant (CBWTP) will serve as the consolidation point for the SGS. It is currently expected that the cities of Portland, Troutdale, and Gresham will use the facility. CBWTP is located at 5001 N. Columbia Boulevard approximately 3 miles west of the Columbia Boulevard exchange of I-5.

The SGS is removed from the wastewater stream during the primary treatment process. The heavy material (grit) is settled out and the large material (screenings) is captured on screens. The combined material has a density of approximately 2000 pounds per cubic yard and has the consistency of damp sand. It can have a strong odor.

The historic quantities on SGS generated at all of the wastewater treatment plants in the Metro area are shown in the Appendix. The quantity generated will fluctuate by day, week and month. This is due to the amount of precipitation in the Portland area. Heavy rains tend to increase the amount of grit contained in the wastewater. The historical seasonal variations in the generation rate for the CBWTP are shown in the Appendix. Metro will not guarantee a minimum or maximum quantity of SGS to be hauled under this contract.

Contractor shall provide transport for the SGS hauling on an on-call basis, however all reasonable attempts will be made to establish a regular schedule. A CBWTP designated representative will contact Contractor when the material is to be removed from

CBWTP. Contractor shall remove the material within eight (8) working hours of this contact. The CBWTP is accessible to Contractor twenty-four (24) hours per day, seven days per week.

Contractor is responsible for coordinating the SGS delivery schedule with the landfill. The SGS must be delivered to the landfill by the next working day and in no event more than forty-eight (48) hours from the time of removal.

Contractor shall provide all containers, transport equipment and services required to execute this contract. The transport services can be provided by dump truck including semi-tractor/trailer units, drop boxes or roll off containers with associated tilt frames and hoist or other suitable containers and associated transport equipment. All of these will be referred to by the generic term "containers." If drop boxes are used they must conform to the container specifications in the Appendix. At a minimum, all containers must have the following characteristics:

- A. Liquid tight, meaning sealed, gasketed or lined in a manner to prevent discharge of liquid or solids during handling and/or transport.
- B. Constructed to withstand handling and transport of grit.
- C. Must be equipped for covering with canvas, tarps or other suitable cover and be so covered during transport.
- D. Drainable while being loaded.

Contractor shall meet all other applicable state, federal and local requirements for transport of SGS. CBWTP shall have the final approval of all containers used. The containers will be inspected prior to award of the Contract to insure compliance to the requirements.

A tipping berm will be used for consolidation of loads generated at CBWTP and hauled in from other wastewater treatment plants. A drawing is included in the Appendix.

The SGS will be delivered to the tipping berm by a variety of vehicles including rear dumping trucks, drop boxes, and trailers. The delivery vehicles will back up to the berm to tip their loads into the container staged at the berm's retaining wall. The design of this facility has not been finalized, however design and construction are to be complete by the beginning of the contract.

The Contractor shall provide a container at the tipping berm on a continuous, 24-hour, basis in which a full container is replaced with an empty container when the full container is removed from the CBWTP.

The tipping berm will have a cement pad that is sloped to a central drain. The containers can continuously drain while they are there. The container will be sealed prior to removal from the loading area.

A walk-through of the CBWTP will be held on November 25, 1991 from 1:00 p.m. to 2:30 p.m. This will be the only opportunity for potential bidders to visit the facility prior submittal of Bids. The walk-through will begin at the reception area of the plant's administration building.

2. OPERATING PLAN - GENERAL

Metro will retain ultimate administrative authority over the contract, however the daily operations of the contract will be carried out between Contractor and the CBWTP's designated representative. All wastewater treatment plant operators using the facility will have an operating agreement with the CBWTP so Contractor is to treat the wastewater treatment operators as a single entity. CBWTP which will act as the sole representative of the group.

Contractor is responsible for supplying and positioning empty containers at the tipping berm. CBWTP will be responsible for loading the SGS into the containers and cleaning up any spills around the containers.

Contractor is responsible for inspecting the loaded containers for damage and properly securing and covering the containers before moving them. Contractor shall clean the containers as often as necessary to prevent a bad odor, unsightliness, or attraction of vectors. A hose station will be provided by CBWTP for washing the containers. Contractor is also responsible for any storage, maintenance, repair and replacement of containers. Any claims for damage that the contractor asserts regarding damage to property or injury to people at CBWTP shall be made against the City of Portland and Contractor shall hold Metro blameless from all such actions.

Contractor is responsible for ensuring the load is road legal prior to leaving the site. Scales will not be available at CBWTP to weigh the load. Contractor will contact CBWTP if it is determined that a container is overloaded. CBWTP will provide the equipment and labor to remove a portion of the load to bring it into compliance.

The City of Portland will provide axle scales to weigh the loaded containers at CBWTP during the first two weeks of the Contract to determine the legal load for Contractor's containers

Contractor is allowed to utilize its equipment for purposes other than those connected with this Contract when not needed to perform this Contract, with the prior approval of Metro. Metro's approval will not be unreasonable withheld. However, combined loads will not be permitted.

The services provided by Contractor shall be performed in accordance with all state, federal and local regulations. Any changes in operating procedures as described by these documents, or submitted by Contractor as part of the bid, must be approved by Metro.

3. OPERATING RECORDS

Contractor shall keep accurate records of all transactions in connection with this Contract. This includes, but is not limited to:

- A. Any receipts or correspondence from transport site and any communication from public agencies. Copies of such records shall be forwarded to Metro as requested.
- B. Contractor shall provide to Metro (for each load) an original or copy of a scale ticket showing the date, time and amount disposed.
- C. Upon accepting a load of SGS the Contractor will receive three (3) copies of a Metro Transaction Ticket from CBWTP. The ticket will include the time and date of the load.

After transporting the container to the landfill, the landfill operator completes and signs the Metro Transaction Ticket indicating the time and date received. The Contractor, landfill operator and Metro all receive a copy of the completed ticket.

4. PAYMENT

Payment for the transport of SGS will be made based on Contractor's per trip unit price. Metro will be invoiced on a monthly basis for the previous month's hauling services. Detailed payment procedures are contained in Attachment "B."

5. TYPES OF WASTES ACCEPTED

Contractor shall accept and transport the SGS that is loaded into the containers at CBWTP. Contractor is prohibited from adding any material to the load at CBWTP or once it leaves CBWTP.

6. INSPECTION

Contractor shall permit inspection of all facets of the work by Metro, its representatives, and governmental authorities having jurisdiction over any part of the work at all times. The inspectors for Metro will have all rights and duties granted to Metro.

Directions from such inspectors shall not relieve Contractor of any responsibility or liability associated with their operations. Contractor shall remain fully responsible for all injuries, accidents, and other mishaps associated with their operations.

7. TRANSPORT SYSTEM REGULATIONS

A. General 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 State, Federal and Local 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.

B. Trucking All truck equipment shall comply with applicable local codes, state laws, and applicable federal requirements including, but not limited to, the following:

DEPARTMENT OF TRANSPORTATION

Federal Motor Vehicle Safety Standards (FMVSS)
Federal Motor Carrier Safety Regulations (FMCSR)
Interstate Motor Carrier Noise Emission Standards

PUBLIC UTILITY COMMISSION OF OREGON REQUIREMENTS

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Control of Air Pollution from New Motor Vehicles
and New Motor Vehicle Engines
Interstate Motor Carrier Noise Emission Standards

Each vehicle shall be equipped with a two-way radio capable of communicating with Contractor's office. All vehicles shall be equipped with a 10-pound ABC fire extinguisher with a 4A 60BC UL rating.

8. CONTINGENCY PLANS

A. General Contractor will submit to Metro a comprehensive plans for dealing with the following:

- 1) Emergency operating procedures in the event of a work stoppage by any of Contractor's employees or subcontractors.
- 2) Emergency procedures in the event of accident or breakdown of any of the major equipment components directly involved in the transport of SGS controlled by Contractor.
- 3) Emergency procedures in the event of a breakdown in the unloading operation.
- 4) Emergency inclement weather operating procedures to avoid any interruption of service.

Plans must include time frame, sources for the implementation of the plan, and a description of replacement equipment. Contingency plans must be approved by Metro but such approval shall not be construed as a limitation on Contractor's obligation to transport waste in a timely manner as described elsewhere in this contract.

B. Back-Up System Contractor shall provide back-up equipment within eight (8) hours of a breakdown.

C. Emergency Contractor will provide to Metro a comprehensive plan designed to minimize hazards (during storage and transit) to human health and the environment; damage to property; the interruption of waste transfer and/or traffic along transportation routes due to:

- 1) Fires and explosions
- 2) Release of any SGS

The contingency plan must include:

- a. A description of actions which transport personnel must take in response to 1 and 2.
- b. Evidence of arrangements with local emergency response agencies setting forth what services will be rendered by each agency in the event of an emergency.

The Emergency Contingency Plan in no way lessens

Contractor's full responsibility to comply with all applicable regulatory provisions for transporting SGS.

9. SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM

Contractor is responsible for the safety of its employees. If death or serious injuries are caused by an accident related to this Contract the accident shall be reported immediately by telephone or messenger to Metro Solid Waste Department. In addition, Contractor must promptly report in writing to Metro all accidents whatsoever arising out of, or in connection with the performance of the work, giving full details and statements of witnesses.

If a claim is made by anyone against Contractor or any subcontractor as a result of any accident related to this Contract, Contractor shall promptly report the facts in writing to Metro, giving details of the claim.

10. ADDITIONAL WORK

Metro reserves the right to negotiate with Contractor for the transportation of SGS from or to any additional sites.

11. INSURANCE

A. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents.

- 1) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
- 2) Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its Councilors, departments, employees, and agents and the City of Portland shall be named as an additional insured. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

- B. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than ten (10) days. Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

- C. Contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in minimum of \$1,000,000. Metro shall receive certification of insurance and thirty (30) days notice of a material change or cancellation.

JG:jc
s:\share\godd\sgs\MDC.SOW

ATTACHMENT "B"

Compensation

1. Rates. For all work required under this Contract, Metro will make monthly payments to Contractor based on the rates set forth in Contractor's Bid.

On or prior to the eighth (8th) day of each month, Contractor will submit to Metro a billing that indicates the number of trips completed to transport SGS from CBWTP to the landfill. The value of unit price work shall be based upon the number of SGS trips multiplied by the bid price per trip. Metro Transaction Tickets for the calendar month just completed will be used to verify the invoice.

Contractor shall furnish to Metro such detailed information as set forth in these Contract Documents and as Metro may request to aid in the preparation of monthly payments. After approval of Contractor's invoice by Metro, Metro will remit payment to Contractor by the 25th day of the following month.

2. Price Adjustment. 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 Consumer Price Index between the previous year and the current year times the percentage adjustment bid in Contractor's Bid, as described below.

The following formula will be used to calculate the adjusted unit price:

$$AU = \frac{((CI_x - CI_B) + 1)}{CI_B} \times PU$$

AU = Adjusted unit price
CI_x = Consumer Price Index in the current year (average)
CI_B = Consumer Price Index in the previous year (average)
PU = Previous year's unit price

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. The price adjustment shall take place as soon as data are available retroactive to the Contract anniversary date.

PERFORMANCE AND LABOR AND MATERIALS BOND

BOND NO. _____

AMOUNT: \$ 100,000

KNOW ALL MEN BY THESE PRESENTS, That Metropolitan Disposal Corporation, 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 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.

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 Sewage Grit and Screenings Transport 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 February 3, 1992, through and including February 3, 1997, 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 due to Contractor default, 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: METROPOLITAN DISPOSAL CORPORATION (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

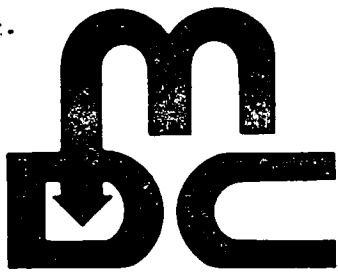
Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____



METROPOLITAN DISPOSAL CORPORATION

P. O. Box 11457 • Portland, Oregon 97211
(503) 285-0571 • Fax (503) 285-3987

MDC acknowledges the receipt of addendum #1, #2, and #3 to bid RFB #91B-50-SW.

PROPOSAL PRICE FORM

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: SEWAGE GRIT AND SCREENINGS TRANSPORT SERVICES

Bidder: Metropolitan Disposal Corporation

Address: P.O. Box 11229, Portland, OR 97217

Date: 12-4-91

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

Name/Title: Scott K. Patterson, Customer Service Manager

Telephone No.: 285-0571

BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder, whose lawful signature binding it to the terms of this Bid is 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 it has carefully examined all of the Contract Documents, that it fully understands 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.

In submitting this bid it is agreed that:

- 1) All addenda have also been received, read and understood and have been included in this proposal.
- 2) This Bid is irrevocable for ninety (90) days following opening of bids.
- 3) Proposer has included all charges in the stated Proposal Price for the Work.
- 4) To enter into and execute a Contract, if awarded on the basis of this Proposal.
- 5) To accomplish the Work in accordance with the Contract Documents.
- 6) To not discriminate on the basis of race, color, or national origin, sex or handicap in the awarding of subcontracts.
- 7) To pursue Public Utilities Commission approval required under this Contract immediately following Notice of Award.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, it will, within ten (10) working days after the postmark of the Notice of Award, not including Sundays and legal holidays, sign the Contract in the form provided in the Bid Documents, and will at that time, 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, and as requested by Metro.

SALES AND USE TAXES

The Bidder agrees to accept as full payment for the goods and/or services covered by this Bid the unit price amounts supplied by the Bidder. The Bidder agrees that the 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 WASTE TRANSPORT OPERATIONS AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin waste transport services as described in the Contract Documents on February 3, 1992, and to terminate such transport services on February 3, 1997, subject to the provisions set forth in Article V of the General Conditions.

Hauling from the City of Portland's Columbia Boulevard wastewater treatment plant to:

<u>BID</u>	<u>FIGURES</u>	<u>WORDS</u>
1. Hillsboro Landfill		
1.A Unit Price per trip	= \$ <u>180.00</u>	<u>One hundred eighty dollars</u>
1.B Maximum Tons per trip	= \$ <u>20.00</u>	<u>Twenty tons</u>
2. Columbia Ridge Landfill		
2.A Unit Price per trip	= \$ <u>480.00</u>	<u>Four hundred eighty dollars</u>
2.B Maximum Tons per trip	= \$ <u>20.00</u>	<u>Twenty tons</u>

PLEASE SEE OPTION TO SPECIFICATIONS (ATTACHED)

BASIS FOR AWARD

CALCULATION OF PRICE PER TON

Unit Price per ton = Price/trip ÷ Tons/trip

3. Hillsboro Landfill price per ton = 1.A ÷ 1.B

$$\text{\$ } \underline{9.00} \text{ /ton} = \text{\$ } \underline{180.00} \text{ /trip} \div \underline{20} \text{ tons/trip}$$

4. Columbia Ridge Landfill price per ton = 2.A ÷ 2.B

$$\text{\$ } \underline{24.00} \text{ /ton} = \text{\$ } \underline{480.00} \text{ /trip} \div \underline{20} \text{ tons/trip}$$

CALCULATION OF TOTAL PER TON PRICE FOR BASIS OF AWARD

Total per ton Price = (.50 X Line 3) + (.50 X Line 4)

$$\text{\$ } \underline{16.50} \text{ /ton} = (.50 \times \text{\$ } \underline{4.50} \text{ /ton}) + (.50 \times \text{\$ } \underline{12.00} \text{ /ton})$$

CONTRACT QUESTIONNAIRE

The following Questionnaire asks for information concerning Contractor's organization, experience in projects similar to those described in the Contract Documents, and information relating to the equipment and operating plan 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, 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 Contractor to return all pages. Failure to do so may make the bid nonresponsive.

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 Contractor's qualifications, and to require the Bidder to supply additional information.

Use of Attachments

Schedules, resumes, 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 Contractor's Bid in accordance with the information contained in the INVITATION TO BID section of the Contract Documents.

ORGANIZATIONAL INFORMATION

TYPE OF FIRM (x)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? 19 years

What were your firm's previous names?

Cozzetto Brothers

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. Solid Waste Transfer Operations	<u>30</u>	<u> </u>
b. Other Transfer Operations	<u> </u>	<u> </u>

2. List the projects you have undertaken in the last 5 years which fall into the categories listed under Item No. 1. List the projects shown in categories a, of Item No. 1 first. If space permits, list the remaining projects chronologically.

Project Owner, City, State, or County	Name of Project	Contract Amount	Type - Enter Letter from #1
1. All Waste Asbestos	on going	on going	A
2. Boeing	on going	on going	A
3. Tektronix	on going	on going	A
4. City of Portland Parks	on going	on going	A
5. Precision Cast Parts	on going	on going	A

3. For each project listed in Items No. 2, provide a brief description of the project and your firm's responsibilities.

For all projects, MDC picks up drop box's of all sizes with different types of pay loads from dirt to asbestos and transports the material to different metro approved disposal sites.

4. Please describe the organizational structure under which you will manage this Contract. This should include, but not be limited to, the persons who are responsible for the following areas of expertise: direct supervision, personnel, equipment maintenance and acquisition, training, safety. Describe the experience of or include resumes for persons in these positions.

The people involved in all of the above will be our senior drivers, trained and experienced in all aspects of material transport, supervised by a team of supervisors and managers with combined experience of over fifty years.

5. 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, and maximum payloads.

-
- (1) 1986 Freightliner, owned, 50,000 GVW -- Drop box truck
-
- (2) 1990 Freightliner, owned, 50,000 GVW -- Drop box truck
-
- (3) 1991 Freightliner, owned, 50,000 GVW -- Drop box truck
-
- (4) 1990 Mack, owned, 50,000 GVW -- Drop box truck
-
- (5) 1966 Fruhauf Trailer, owned, 30,000 GVW -- Drop box trailer
-

The trailer is reconditioned and in good shape.

6. List all permits, licenses and associated fees which will be required, including Public Utility Commission of Oregon requirements and the status of the permits/licenses.

We believe at this time we can operate on our present PUC permit. However, the solid waste industry is presently awaiting a ruling on this from the PUC division. We will comply at that time with the required authority.

NOTE: At the request of a bidder, Metro will take reasonable steps to protect the confidentiality of a submitted questionnaire. Once Metro proposed to conditionally award a contract, the successful bid becomes a public record. In that instance, Metro can only prevent disclosure of those portions of the bid that contain "trade secrets" or are otherwise exempt from disclosure under ORS 192.501 or ORS 192.502.

Confidential Information

Do you wish to have the information in this questionnaire treated as confidential?

yes no (check one)

If yes, which portions? _____

SUBMIT WITH BID

BID BOND

N/A

BOND NO. _____
AMOUNT: \$ 1,000.00

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 the Metropolitan Service District hereinafter called the OBLIGEE, in the penal sum of ONE THOUSAND DOLLARS (\$1,000), 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 their or its Bid for Waste 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 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 ninety (90) days of the Bid opening date or otherwise fail to execute the proposed Contract, 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 _____, 1991.

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 to assure 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

Contract: SEWAGE GRIT AND SCREENINGS TRANSPORT SERVICES

STATE OF OREGON)

) ss.

County of Multnomah)

I state that I am Secretary (Title) of MDC (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) MDC (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 MDC understands and acknowledges that the above
(Name of Firm)

representations are material and important, and will be relied on by the Metropolitan Service District 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 the Metropolitan Service District of the true facts relating to the submission of Bids for this Contract.

James Cozzetto, Jr.
James Cozzetto, Jr.
Metropolitan Disposal Corporation, Secretary
Name of Company/Position

Sworn to and subscribed before me this 6 day of Dec, 1991.

Patricia Hoopes
Notary Public for State of Oregon
My Commission Expires: 12/01/93

SIGNATURE PAGE

The name of the Bidder submitting this Bid is Metropolitan Disposal

Corporation _____ doing business at

PO Box 11229 Portland OR 97217
(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:

James Cozzetto, Sr., President Andre Cozzetto, Treasurer
Patti Yeager, Vice President _____
James Cozzetto, Jr., Secretary _____

If Individual or Site Proprietor

IN WITNESS hereto the undersigned has set their hand this _____ day of _____, 1991.

Signature of Bidder

Printed Name of Bidder

Title

SIGNATURE PAGE (continued)

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 1991.

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 3rd day of December, 1991.

Metropolitan Disposal Corporation
Name of Corporation

Oregon
State of Incorporation

By: James Cozzetto, Jr.

James Cozzetto, Jr.
(Printed Name of Person Signing)

Title: Secretary

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: _____

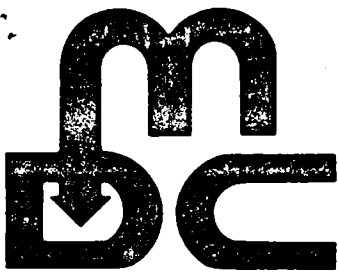
Is the Bidder domiciled or registered to do business in the state of Oregon? Yes No

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

Sedwick James Insurance whose address is
111 SW Columbia Portland OR 97201-5877
(Street) (City) (State) (Zip)



METROPOLITAN DISPOSAL CORPORATION

P. O. Box 11457 • Portland, Oregon 97211
(503) 285-0571 • Fax (503) 285-3987

OPTION TO SPECIFICATIONS

Metropolitan Disposal Corporation (MDC) proposes the following option, if approved by Metro, to the published bid specifications.

MDC will comply with the bid specification and with the bid price in this packet, along with some additional services which could benefit Metro and the City of Portland.

MDC proposes to provide extra drop boxes in addition to those located at the CBWTP tipping berm. MDC believes that the agencies involved would benefit from eliminating the need to transport their grit to one central location. Possible locations for these additional drop boxes include spots under the conveyors at the CBWTP and at each site in Gresham and Troutdale. MDC would be flexible on the number boxes and their locations.



METRO

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

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst *JH*

Date: December 11, 1991

Re: Resolution No. 91-1540

Resolution No. 91-1540 deals with the awarding of a contract for the hauling of sewage grit and screenings from the city of Portland's sewage treatment plant on Columbia Blvd. This facility will be serving as a central facility to gather grit and screenings from other facilities in the region.

The bids were opened on December 6 and staff is reviewing the ability of the apparent low bidder to meet necessary contractual requirements. As you may recall, the committee agreed to expedite consideration of the awarding of the contract to insure that the contract could become effective in early February 1992. It was understood that Solid Waste staff will provide the necessary background materials as soon as possible. Time permitting, I will forward the material to each of you as soon as I receive it.

In addition, I sent each of you a copy of the proposed intergovernmental agreement between Metro and the city of Portland relating to this contract. If you have any questions or concerns, please let me know quickly.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1540, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH METROPOLITAN DISPOSAL CORPORATION FOR SEWAGE GRIT AND SCREENINGS TRANSPORT SERVICES

Date: December 18, 1991

Presented by: Councilor McFarland

Committee Recommendation: At the December 17 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1540. Voting in favor: Councilors DeJardin, Gardner, McFarland, McLain and Wyers.

Committee Issues/Discussion: Jim Goddard, Solid Waste Staff, explained the history of the proposed contract. He noted that Metro has been working with the region's local governments to develop a more regionalized approach for the disposal of sewage grit and screenings. The city of Portland's treatment plant on Columbia Blvd. will serve as a central receiving location where other sewage plant operators can deposit their grit and screenings. Metro has agreed to solicit and enter into a "pass-through" contract for hauling the material from the Portland facility to either Hillsboro Landfill or Columbia Ridge.

The contract authorized in the resolution will be with Metropolitan Disposal Corporation (MDC) to provide hauling services for a period of five years, beginning February 3, 1992. Goddard reviewed the bids that were received, noting that MDC's bid of \$16.50/ton was over \$2/ton lower than the next lowest bid. He noted that the city of Portland has approved the transport equipment that will be used by MDC.

The estimated FY 1991-92 cost of the contract will be \$90,000. Metro will be reimbursed for these costs by the city of Portland and other local plant operators that deposit material at the Columbia Blvd. facility.

Based on the total disposal costs, Metro will direct MDC to dispose of the material at the Hillsboro Landfill for a total cost of \$60.65 per ton (the total cost for disposal cost at Columbia Ridge was \$63.52.). Metro will receive a Tier One user fee (\$13/ton) for each ton of material that is disposed.

Councilor Wyers asked if the contract contained an escalator clause. Goddard responded that the per ton hauling charge will be adjusted to reflect 100% of the change in the consumer price index.