

BEFORE THE CONTRACT REVIEW BOARD OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN )	RESOLUTION NO. 92-1633
EXEMPTION TO THE COMPETITIVE )	
PROCUREMENT PROCEDURES OF METRO )	
CODE 2.04.053 AND AUTHORIZING A )	Introduced by Rena Cusma,
CHANGE ORDER TO THE DESIGN SERVICES )	Executive Officer
AGREEMENT WITH PARAMETRIX, INC. )	

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

WHEREAS, Groundwater monitoring well improvements and piezometer installation will advance the closure process; and

WHEREAS, In February 1992, \$9,000 was authorized in Change Order No. 8 for Parametrix, Inc. to assist Metro staff with the procurement of groundwater monitoring well abandonment, construction, and repair services; and

WHEREAS, In April 1992, an additional \$3,200 of the regulatory contingency was authorized for negotiations with the Oregon Department of Environmental Quality (DEQ); and

WHEREAS, Change Order No. 9 (attached hereto as "Exhibit A") would provide for additional design and bidding assistance services; and

WHEREAS, The closure process can be expedited through the use of the existing engineering contractor to perform tasks described in Change Order No. 9; and

WHEREAS, The project requires additional design services that could not have been anticipated at the time of Contract award; and

WHEREAS, It is impractical to solicit proposals for the work described in Change Order No. 9; and


WHEREAS, Change Order No. 9 cannot be approved unless an exemption to the Competitive Procurement Process pursuant to Metro Code 2.04.054 is granted by the Metro Contract Review Board; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

That the Metropolitan Service District Contract Review Board exempts Change Order No. 9 to the Design Services Agreement with Parametrix, Inc. from the Competitive Procurement Procedures of Metro Code 2.04.054 and authorizes execution of Change Order No. 9.

ADOPTED by the Contract Review Board of the Metropolitan Service District this  
25th day of June, 1991.

  
\_\_\_\_\_  
Jim Gardner, Presiding Officer

JK:ay  
SW191633.RPT

CHANGE ORDER NO. 9  
TO THE CONTRACT BETWEEN PARAMETRIX, INC. AND  
THE METROPOLITANS SERVICE DISTRICT ENTITLED,  
"DESIGN SERVICES AGREEMENT" (Contract No. 901270)

Provide Technical Assistance to Produce the RFB and  
Provide Assistance During the Bidding Process  
Associated with Groundwater Monitoring Well Improvements and Piezometer Installation  
at St. Johns Landfill

The Scope of Work entered into June, 1990, and subsequent change orders, are hereby modified to incorporate the tasks described below:

I. DESIGN

- A. Complete the preparation of the technical specifications for the Request for Bids, including:
- (1) Well maintenance (including checking the wells);
  - (2) Well construction;
  - (3) Multiple piezometer construction (including discussions with DEQ, as required) in units designated by Metro;
  - (4) Abandonment of five additional wells (including checking the wells)
  - (5) "Schedule of Bid Prices" to include all items;
  - (6) Special Conditions section to supplement Metro's Supplemental Conditions; and
  - (7) Construction drawings.
- B. Complete the following additional design-related tasks:
- (1) Respond to review comments by various parties;
  - (2) Provide assistance to Metro in the preparation of the Engineer's Estimate;
  - (3) Review addendum to Jensen Drilling Co. contract, involving abandonment of groundwater monitoring wells C-3 and D-8a and extension of well H-1 in Subarea 1;
  - (4) Develop variances to DEQ for wells B-5 and EPA-B;
  - (5) Mikkelsen/Thrall of Cornforth shall meet with DEQ to discuss multiple piezometers;
  - (6) Develop final design for installation of multiple piezometers;

II. BIDDING ASSISTANCE

- A. Assist in answering questions at pre-bid conference;
- B. Assist with addendums, if required.
- C. Provide information to complete well information tables in the RFB.

III. COST

A. Contractor shall receive compensation on a time and material basis for performance of all tasks.

B. The net additional amount authorized by Change Order No. 9 shall not exceed \$23,300.

All other terms and conditions of the original agreement and previous agreements shall remain in full force and effect.

PARAMETRIX, INC.

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## II-1. BIDDER INFORMATION

To: Metropolitan Service District

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

Contract: St. Johns Landfill - Groundwater Monitoring Well Improvements and Piezometer Installation

Bidder: *Tensted Drilling Company*

Address: *1775 Henderson Avenue Eugene, Oregon 97403*

Bidder's Contact: *Jerry Tensted*

Date: *6-5-92*

Telephone: *(503) 724-7435*

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents which are hereby made a part of this Bid.

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

The Bidder hereby acknowledges receipt and acceptance of all addenda issued up to the time of bid opening.

BID SECURITY

Bid security in the form of a certified check, cashier's check or bid bond as further described in the Instructions for Bidders and in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

CONTRACT EXECUTION, BONDS AND INSURANCE

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

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and other Contract Documents. The Successful Bidder further agrees to commence the Work within five (5) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

SALES AND USE TAXES

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

LUMP SUM AND UNIT PRICE WORK

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

**PREVAILING WAGES FOR PUBLIC WORK**

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

**NONDISCRIMINATION**

The Bidder hereby certifies that it has not and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts for goods or services.

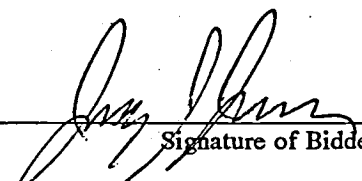
II-2. RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279.029).

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

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

Indicate state in which Bidder resides: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature of Bidder

*Terry J. Teagard*  
 \_\_\_\_\_  
 Printed Name of Bidder

*Sec / Treas*  
 \_\_\_\_\_  
 Title

II-3. SURETY

SURETY

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

SURETY

ADDRESS

- |                                  |                          |
|----------------------------------|--------------------------|
| 1. <i>Fireman's Fund Ins Co.</i> | <i>San Francisco, CA</i> |
| 2.                               |                          |

II-4. REQUIRED BID INFORMATION

List the Oregon licensed and bonded monitoring well constructors below, and attach proof of bonding:

INDIVIDUAL'S NAME	LICENSE NO.
<i>Jerry J Jepsen</i>	<i>10238</i>

ABANDONMENT EXPERIENCE ON LANDFILL SITES:

LOCATION	DATE	NO. OF LINEAL FEET
<i>St. John's Landfill</i>	<i>1991</i>	<i>250'</i>
TOTAL:		

CONSTRUCTION EXPERIENCE ON LANDFILL SITES:

LOCATION	DATE	NO. OF LINEAL FEET
<i>King County Landfill; Cedar Hills Landfill</i>	<i>1990</i>	<i>1750'</i>
TOTAL:		<i>2000'</i>



II-5. SCHEDULE OF BID PRICES

Item No.	Est.'d Quantity	Description of Item	Unit Price (Words)	Unit Price (Figure)	Total Cost
1	1 LS	1992: General mobilization - Site safety and health program	<i>Sixty Thousand</i> (per lump sum)	\$ 40000	\$ 40000
2	59 <del>55</del> Each	1992: Mobilization to each well or piezometer location at the St. Johns Landfill site	<i>Five Hundred</i> (per each)	\$ 500	\$ 27500
3	2 Each	1992: Mobilization and site protection at the wetlands lake sites	<i>Fifteen Hundred</i> (per each)	\$ 1500	\$ 3000
4	19 <del>17</del> Ea	1992: Well abandonment - Method A	<i>Eighteen Hundred</i> (per each)	\$ 1800	\$ 30600
5	2 Each	1992: Well abandonment - Method B	<i>Twenty Five Hundred</i> (per each)	\$ 2500	\$ 5000
6	16 Each	1992: Check well quality	<i>Two Hundred Fifty</i> (per each)	\$ 250	\$ 4000
7	11 Each	1992: Remove silt from wells	<i>Four Hundred</i> (per each)	\$ 400	\$ 4400
8	8 Each	1992: Install well inserts	<i>One Hundred</i> (per each)	\$ 100	\$ 800
9	222 LF	1992: Drill, furnish materials, and install 7 shallow new monitoring wells	<i>Seventy Five</i> (per lineal foot)	\$ 75	\$ 16450
10	915 LF	1992: Drill, furnish back fill material, and install 9 multiple piezometers	<i>Seventy Five</i> (per lineal foot)	\$ 75	\$ 48675
11a	53 Each	1992: 5' well extension (Wells H-1, H-4, H-5)	<i>Seven Hundred</i> (per each)	\$ 700	\$ 2100
11b	1 Each	1992: Grout and complete surface casing (Well H-1)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
12a	7 Each	1993: Mobilization (to Wells H-2, H-4, and H-5)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 14000
12b	4 Each	1993: 5-foot well extension (Wells H-2, H-4)	<i>One Thousand</i> (per each)	\$ 1000	\$ 4000
12c	2 Each	1993: Remove 5-foot well extension (Well H-5)	<i>Five Hundred</i> (per each)	\$ 500	\$ 1000
12d	1 Each	1993: Grout and complete surface casing (Well H-2)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
13a	6 Each	1994: Mobilization (to Wells H-3, H-4, and H-5)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 12000
13b	4 Each	1994: 5-foot well extension (Wells H-3, H-4)	<i>One Thousand</i> (per each)	\$ 1000	\$ 4000
13c	1 Each	1994: Remove 5-foot well extension (Well H-5)	<i>One Thousand</i> (per each)	\$ 1000	\$ 1000
13d	1 Each	1994: Grout and complete surface casing (Well H-3)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
14a	3 Each	1995: Mobilization (Wells H-4, H-5)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 6000
14b	1 Each	1995: 5-foot well extension (Well H-4)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
14c	1 Each	1995: Remove 5-foot well extension (Well H-5)	<i>Seventeen Hundred</i> (per each)	\$ 1700	\$ 1700
14d	1 Each	1995: Grout and complete surface casing (Well H-4)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
15a	1 Each	1996: Mobilization (Well H-5)	<i>Three Thousand</i> (per each)	\$ 3000	\$ 3000
15b	1 Each	1996: Grout and complete surface casing (Well H-5)	<i>Two Thousand</i> (per each)	\$ 2000	\$ 2000
16	150 Hours	1992: "Hourly Charges" during well abandonment and well maintenance (performed only upon Metro approval)	<i>One Hundred Twenty Five</i> (per hour)	\$ 125	\$ 18750
17	1 LS	Site cleanup and restoration	<i>Ten Thousand</i> (per lump sum)	\$ 10000	\$ 10000
18	300 Hours	"Additional Work" (performed only when agreed with Metro)	<i>One Hundred Twenty Five</i> (per hour)	\$ 125	\$ 37500
TOTAL					\$ 347425

**II-6. RECYCLED PRODUCTS**  
(Attach to Schedule of Bid Prices)

BID ITEM NO. & DESCRIPTION	SUPPLIER	QUANTITY OF RECYCLED PRODUCT	RECYCLED PRODUCT (%)	POST-CONSUMER CONTENT (%)	WASTE CONTENT (%)	AMOUNT OF RECYCLED PRODUCT (\$)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

- NOTES:
1. For definitions, refer to Appendix, Oregon Law 1991, Chapter 385, Section 59 and 61.
  2. It is the Bidder's responsibility to determine if the recycled product meets the Contract specifications. Metro reserves the right to confirm information submitted by contacting the manufacturer.

II-7. SIGNATURE PAGE

The name of the Bidder submitting this Bid is Jensen Drilling Company doing business at  
1775 Henderson Avenue, Eugene, OR 97403  
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:

John J Jensen  
Jerry J Jensen  
Jeffrey J Jensen

If Individual

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Title



II-7. SIGNATURE PAGE (cont.)

If Partnership or Joint Venture

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

\_\_\_\_\_  
Name of Partnership or Joint Venture

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing

Title: \_\_\_\_\_

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5th day of June, 1992.

Tenred Drilling Company  
Name of Corporation

Oregon  
State of Incorporation

By: [Signature]

Terry F. Tenred  
Printed Name of Person Signing

Title: Sec/Treas.

II-8. NON-COLLUSION AFFIDAVIT

STATE OF Oregon

County of Lane

I state that I am Sec/Treas (Title) of Tenred Drilling Company (Name of Bidder) and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed in the attached appendix.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other from of complementary Bid.
- (4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.
- (5) Tenred Drilling Company (Name of Bidder), its affiliates, subsidiaries, officers, directors and employees (as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and Tenred Drilling Company (Name of Bidder) understand and acknowledge that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

[Signature]  
Signature of Affiant

Terry J Tenred  
Printed Name of Affiant

Sworn to and subscribed before me this 5th day of June, 1992.

[Signature]

Notary Public for OR

My Commission Expires: 5/5/94



11-9. BID BOND

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

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, JENSEN DRILLING COMPANY, as PRINCIPAL, and FIREMAN'S FUND INS. CO., a corporation organized and existing under and by virtue of the laws of the state of California and duly authorized to do surety business in the state of Oregon and name on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto the METROPOLITAN SERVICE DISTRICT, as OBLIGEE, in the sum of TEN THOUSAND DOLLARS (\$ 10,000.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to the Metropolitan Service District a certain Bid for work required for the St. Johns Landfill - Groundwater Monitoring Well Improvements and Piezometer Installation, which work is specifically described in the accompanying Bid;

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals 5th day of June, 1992.

FIREMAN'S FUND INSURANCE COMPANY

SURETY

By:

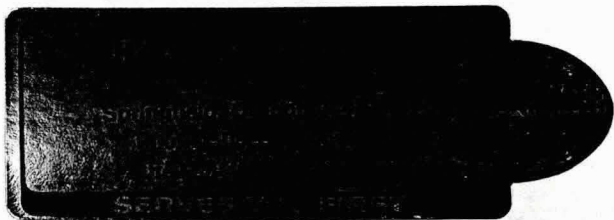
Sherril Caudill  
Sherril Caudill  
Title: attorney-in-fact

JENSEN DRILLING COMPANY

PRINCIPAL

By:

Title: Sec/Treas





GENERAL  
POWER OF  
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----SHERRIL CAUDILL-----

SPRINGFIELD, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 13th day of October, 19 81.



FIREMAN'S FUND INSURANCE COMPANY  
Richard Williams  
By \_\_\_\_\_  
Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 13th day of October, 19 81, before me personally came Richard Williams to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert  
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 5th day of June, 19 92.



Leatha E. Ouster  
Resident Assistant Secretary

**II-10. DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with Bid.)

(See Appendix)

Name of Metro Project: **St. Johns Landfill - Groundwater Monitoring Well Improvements and Piezometer Installation**

Name of Bidder: Jad sed Drilling Company

Address: 1775 Henderson Avenue Eugene OR 97403

Phone: 503-726-7435

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

**II-11. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project: **The St. Johns Landfill - Groundwater Monitoring Well Improvements and Piezometer Installation**

2. Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

Names, Contact Persons, Addresses and Phone Numbers of DBE Firms Bidder Anticipates Utilizing

Nature of Participation

Dollar Value of Participation

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

Total DBE Participation Amount \_\_\_\_\_

Amount of Base Bid \_\_\_\_\_

DBE Percent of Base Bid \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

II-12. WOMEN BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project: The St. Johns Landfill - Groundwater Monitoring Well Improvements and Piezometer Installation

2. Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

3. The above-named Bidder intends to subcontract \_\_\_ percent of the Bid to the following Women Business Enterprises (WBEs):

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

Nature of Participation

Dollar Value of Participation

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

Total WBE Participation Amount \_\_\_\_\_

Amount of Base Bid \_\_\_\_\_

WBE Percent of Base Bid \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

II-13. LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

If awarded the Contract, the Bidder proposes to employ the following Subcontractors who will perform work or labor or render service the Bidder, as well as the Suppliers who will furnish major components, materials, and equipment. The Bidder shall state below the name(s) and address(es) of all proposed Subcontractor(s) and Supplier(s). If no subcontract work or purchases are proposed, the Bidder shall so state.

Name of Proposed Subcontractor or Supplier	Description of Work Items to be Subcontracted and Major Item Purchase	Estimated Percent of Total Bid Price
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None



II-14. PLANT AND EQUIPMENT REQUIREMENTS

The Bidder proposes to utilize the following plant and equipment on-site (including equipment of Subcontractors):

<u>Type</u>	<u>Quantity</u>
National Boom Trucks	2
B-402 Drill Rig	1
Chem Grout Plant	1
Welder	1
Service Truck	1
Misc. Hoses	1
Case Back Hoe	1
Monitoring Equipment	1

## III-3. CONSTRUCTION SCHEDULE

The Bidder shall submit as part of this proposal a summary schedule for start, duration, and completion of all bid items, using a bar chart format. This shall include some discussion of work to be completed, 1993-1996. These same items shall be addressed in the Work Plan to be submitted by the Bidder.

The bar graph construction schedule shows actual time estimates for work ready at the start of the year or some time when most work is ready. The dotted lines indicate work that becomes available at different times throughout the year.



## III-4. PROPOSED NARRATIVE WORK PLAN

As part of the Bid proposal, the Bidder shall submit proposed narrative Work Plan. Subsequently, within five days after award, the Contractor shall formally submit for Metro review and concurrence the Work Plan with any modifications or details developed after the proposal submittal. The elements of the Work Plan shall be identifiable in the construction schedule (Bid Form III-3).

Mobilization of equipment should take approximately two weeks. In the two weeks submittals and equipment purchases would be finalized.

One crew and equipment would be utilized to abandon ~~and~~ install well inserts and extend wells. A drill crew and equipment would drill and install new wells and piezometers and remove silts from existing wells.

Additional work and mobilizations would involve one drill crew as required.

Work from 1993 to 1996 would involve one drill crew and equipment as required.

Additional hourly work will be done with additional drill crews and boom truck crews depending on the amount of work within one time frame.

This schedule of work should be accurate due to the fact that we have already worked on the site on a previous contract and the fact that we are well experienced in the hazardous well abandonment type of projects.



**Oregon Monitor Well Constructor's License**

This license, issued by the Water Resources Director, provides that:

**JENSEN, [REDACTED] OF [REDACTED] 10238**

may advertise services and enter into contracts with another person or public agency for the construction, alteration or abandonment of monitor wells in Oregon, provided this individual's Monitor Well Constructor's license file contains the \$4,000 surety bond required by ORS 537.75.

*William H. [Signature]*  
Director

This license becomes effective: 7/1/92

This license expires on: 6/30/97

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1633, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE PROCUREMENT PROCEDURES OF METRO CODE 2.04.053 AND AUTHORIZING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT WITH PARAMETRIX, INC.

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Date: June 17, 1992

Presented by: Councilor Hansen

**Committee Recommendation:** At the June 16 meeting, the Committee voted 3-1 to recommend Council adoption of Resolution No. 92-1633. Voting in favor: Councilors Buchanan, Hansen, and Wyers. Voting no: Councilor Van Bergen. Councilor McFarland was excused.

**Committee Issues/Discussion:** Jim Watkins, Solid Waste Engineering Manager, noted that the purpose of the resolution is to compensate Parametrix for its costs related to the well monitoring contract awarded by Resolution No. 92-1633. These additional costs resulting primarily from additional work requested by the DEQ.

Councilor Van Bergen expressed concern that the DEQ was "steamrolling" Metro into performing this additional work and that he would vote no on the resolution.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1633 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE PROCUREMENT PROCEDURES OF METRO CODE 2.04.053 AND AUTHORIZING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT WITH PARAMETRIX, INC.

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Date: June 16, 1992

Presented by: Jim Watkins

### PROPOSED ACTION

Adopt Resolution No. 92-1633, which grants exemption from the competitive procurement process and authorizes execution of Change Order No. 9 to the Design Services Agreement with Parametrix, Inc. for engineering services related to the St. Johns Landfill Closure.

### FACTUAL BACKGROUND AND ANALYSIS

In June 1990, Metro entered into a Design Services Agreement with Parametrix, Inc. for engineering services related to the St. Johns Landfill Closure. Under this Agreement Parametrix has ongoing responsibility for designing closure improvements, developing construction documents, rendering bidding assistance, and performing construction management services for the closure of the landfill.

Closure of the landfill includes necessary improvements to the network of groundwater monitoring wells in and near the landfill.

In February 1992, \$9,000 was authorized in Change Order No. 8 for Parametrix, Inc. to assist Metro staff with the procurement of groundwater monitoring well abandonment, construction, and repair services. In April, 1992, an additional \$3,200 of the regulatory contingency was authorized for negotiations concerning the above procurement with the Oregon Department of Environmental Quality (DEQ), for a total of \$12,200.

Metro staff is recommending Change Order No. 9 (attached hereto as "Exhibit A"), to provide for additional design and bidding assistance services, for the following reasons. As the project developed, the scope of work for this Request for Bids (RFB) was increased in order to result in a more cost-effective contract with a better economy-of-scale. Also, changed State regulations (Oregon Water Resources Department and Oregon Department of Environmental Quality) affected the scope of technical assistance required. The consultant's standard specifications for abandonment and construction of monitoring wells language was no longer applicable, the consultant was required to act as a liaison with the DEQ, and DEQ added work to the scope.

The work included in Change Order No. 9 could not have reasonably been anticipated by Parametrix or Metro at the onset of this project.

The provisions of Code Section 2.04.054(a)(3) prohibit contract amendments for Personal Services contracts in an amount exceeding \$10,000 unless the Metro Council, acting as the Contracts Review Board, shall have specifically exempted the contract amendment from the competitive procurement procedures of Section 2.04.053.

Metro staff requests the Contract Review Board to waive the competitive procurement procedures of Code Section 2.04.053 for the following reasons:

It is impractical to consider other vendors due to Parametrix, Inc.'s familiarity and experience with the site and other, integrated portions of the work;

The above contemplated work is logically viewed as part of the ongoing work of Parametrix, Inc., who will continue to perform engineering services related to landfill closure until 1996 - Metro's planning for landfill closure was never intended to be piecemeal and fragmented between consultants;

A reduction in project costs is unlikely to occur if a substitute vendor, unfamiliar with the project, is utilized;

Introducing a new vendor would seriously hamper the project and require additional staff time to coordinate and integrate the work;

To date, the work performed by Parametrix, Inc. has been efficient and satisfactory.

#### BUDGET IMPACT

The current fiscal year budget for St. Johns Landfill closure is \$643,000, for work under the design services agreement with Parametrix, Inc. Change Order No. 9 is for \$23,300, which is not expected to exceed this year's closure budget.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1633.





**METRO**

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

# Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: June 9, 1992

Re: Resolution No. 92-1633 For the Purpose of Authorizing an Exemption to the Competitive Procurement Procedures of Metro Code 2.04.53 and Authorizing a Change Order to the Design Services Agreement with Parametrix, Inc.

Resolution No. 92-1633 is scheduled for committee consideration at the June 16 meeting.

## Background

The purpose of the resolution is to amend the Parametrix design services contract for the St. Johns Landfill to provide an additional \$23,300 in funding. The staff report notes that this funding will compensate Parametrix for the assistance it provided related to the development of the groundwater monitoring and well abandonment contract proposed for award in Resolution No. 92-1632. Parametrix had received a total of \$12,200 in February and April for earlier work related to this contract.

## Issues and Questions

- 1) The staff report notes that the scope of work related to the affected contract "was increased in order to result in a more cost-effective contract with a better economy-of-scale." It might be helpful for staff to indicate how this affected Parametrix' role in the development of the contract?
- 2) What changes did DEQ propose in the scope of work related to the contract?
- 3) Is the funding proposed in the change order to pay for services that have already been provided by Parametrix?
- 4) The staff report notes that, even if the change order is approved, the total amount paid to Parametrix during the current fiscal year will be less than the \$643,000 budgetted for the Parametrix contract. Approximately how much will be paid to Parametrix under its contract this fiscal year?