

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 93-1765
EXECUTIVE OFFICER TO EXECUTE A)
CONTRACT WITH THE ENVIRONMENTAL) Introduced by Rena Cusma,
CAREERS ORGANIZATION TO COMPLETE STUDY) Executive Officer
ELEMENT III OF THE COMPREHENSIVE WASTE)
STREAM CHARACTERIZATION STUDY)

WHEREAS, Resolution NO. 92-1686, adopted on November 12, 1992, authorized issuance of a Request for Proposals for a "Comprehensive Waste Stream Characterization Study" for the purpose of entering into a multi-year contract with the most qualified proposer ; and

WHEREAS, A public Request for Proposal procedure was used pursuant to Metro Code, to obtain proposals for the "Comprehensive Waste Stream Characterization Study"; and

WHEREAS, Three proposals were submitted for providing the requested services; and

WHEREAS, An evaluation committee responsible for review of the submitted proposals evaluated and scored the written proposals and conducted interviews pursuant to Metro Code; and

WHEREAS, In order to most effectively utilize the available budget and achieve the goals and objectives of the Study, the selection committee has recommended to award the Study under two separate contracts, one contract to complete Study Elements I and II, and a separate contract for Study Element III; and

WHEREAS, After careful consideration by the evaluation and selection committee, it was concluded that The Environmental Careers Organization has submitted the most cost effective, responsive, responsible proposal for the "Comprehensive Waste Stream Characterization Study - Study Element III"; and

WHEREAS, The Executive Officer has reviewed the contract with The Environmental Careers Organization for the "Comprehensive Waste Stream Characterization Study - Study Element III" and hereby forwards the Agreement to the Council for approval; now, therefore,

BE IT RESOLVED, That the Metro Council authorizes the Executive Officer to execute the attached contract (Exhibit "A" hereto) with The Environmental Careers Organization for the "Comprehensive Waste Stream Characterization Study - Study Element III".

ADOPTED by the Metro Council this _____ day of _____, 1993.

NOT ADOPTED

Judy Wyers, Presiding Officer

WWM:acy
S SHARE/METZ/RFP/SW931765.RES
March 1, 1993

Project: Comprehensive Waste Characterization Study
Study Elements III
Contract No: 902937

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and The Environmental Careers Organization, referred to herein as "Contractor," located at 1218 Third avenue, Suite 1515 Seattle, Washington 98101-3021.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective April 15, 1993, and shall remain in effect until and including April 22, 1994, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed FORTY TWO THOUSAND and NO/100THS DOLLARS (\$42,000.00).
4. **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 bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless 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 Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status

and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

THE ENVIRONMENTAL
CAREERS ORGANIZATION

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF WORK

Comprehensive Waste Stream Characterization Study
Study Element III

Contractor: The Environmental Careers Organization

Contract # 902937

I. STATEMENT OF WORK

Contractor agrees to perform all work and/or services as set forth below:

Contractor shall:

- a. Consult with Metro project manager to ascertain project staffing needs (see Exhibit A - Project Description Form for Placement Services).
- b. Recruit, screen and refer qualified candidates for the project position.
- c. Facilitate Metro interviews with the Environmental Career Organization candidates.
- d. Hire a candidate of Metro choice and place candidate (Associate) under Metro supervision.
- e. Conduct an on-site visit to determine if the Environmental Careers Organization Associate is performing adequately and that Metro project managers are satisfied with selection.
- f. Providing all workers compensation and unemployment insurance benefits.
- g. Providing a \$1,000,000 general liability insurance policy.

II. CONTRACT AND TERMS OF PAYMENT

Payment / Billing Schedule:

- a) The Environmental Careers Organization (ECO) agrees to perform all work set forth in the Scope of Work Section of this agreement for an amount not to exceed FORTY TWO THOUSAND and NO/100 DOLLARS (\$42,000). Such payment shall be full

compensation for work performed and/or services rendered and for Management Fee, and for all other expenses and incidentals necessary to complete all the work.

- b) The billing rate for services provided by The Environmental Careers Organization shall be calculated as hereinafter set forth:
- 1) Salary. Metro will reimburse the ECO for base salary costs (a stipend not to exceed \$15.00 an hour) for the time the ECO Associate is directly utilized on work necessary to fulfill the terms of this Agreement.
 - 2) Payroll Costs. Metro will reimburse The ECO for payroll costs not to exceed 17 percent of the Salary. This amount shall not exceed \$5,304.00.
 - 3) Management Fee. The ECO shall be paid a prorated Management Fee of, not to exceed \$5,450.00. The Management Fee shall be paid on a Lump Sum basis on the first invoice.
- c) Contractor shall not exceed and Metro shall not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Metro supervising representative in writing thirty (30) days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- d) Contractor shall submit "monthly" (every four weeks) billings for completed work and/or services rendered under this Agreement up to the Contract Amount. Payments of any amounts due under this Agreement shall not relieve The ECO of obligations set forth in the Scope of Work Section in a satisfactory manner.
- e) The billing shall clearly and precisely describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall include the total amount billed to date by Contractor prior to the current invoice. Contractor shall specifically note in the billing when one-third and two-thirds of the maximum contract amount has been billed. Billings shall be sent to Metro's supervising representative.

S SHARE METZ RFP SCOPEWORK ECOSCOPE.DOC 03/01/93

EXHIBIT A
PROJECT DESCRIPTION
FOR ENVIRONMENTAL PLACEMENT SERVICES

Sponsoring Organization
Metro Solid Waste Department
Planning and Technical Services Division
Project Manager - Bill Metzler
Comprehensive Waste Stream Characterization Study
STUDY ELEMENT III

I. BACKGROUND

Metro is the government agency responsible for coordinating regional solid waste management in the Portland metropolitan region. The metro region consists of a three county area (Clackamas, Multnomah, and Washington counties), including 24 cities, with a combined 1991 population of 1.2 million people.

Metro conducts periodic waste characterization studies to determine changes in waste composition. Previous studies occurred in 1986-87 and in 1989-90.

Metro's current 1993-94 Comprehensive Waste Stream Characterization Study consists of three distinct study elements:

- 1) **Study Element I** - Sample and classify waste as it is delivered to regional transfer stations and landfills;
- 2) **Study Element II** - Sample and classify waste directly from points of generation and;
- 3) **Study Element III** - Conduct survey of users and perform visual characterization of waste at various disposal sites to collect data on vehicle type and load content.

Metro requests the services of an ECO Associate to provide assistance only with **Study Element III** of the Comprehensive Waste Stream Characterization Study.

Associate will work in Metro's Solid Waste Department under the Planning and Technical Services Division. There are currently five people in this division including the division manager. The Planning and Technical Services Division is responsible for solid waste planning, policy analysis and evaluation, solid waste forecasting, computer modeling of

solid waste policies and options, mapping for solid waste applications, analysis of data and other functions related to regional solid waste management.

Associate will be working in the field performing driver surveys and visual characterizations of delivered and disposed waste at various solid waste transfer stations and disposal sites. Associate will also work in an office environment performing survey data entry, analysis, and writing reports as required. Associate will have the opportunity to work and interact with other solid waste professionals.

II. OBJECTIVES

Study Element III Objectives:

- Conduct an in-field survey of various users of Metro area solid waste disposal facilities. The survey involves the collection of key data on users of six or more solid waste disposal facilities: Hillsboro Landfill, Forest Grove Transfer Station, Lakeside Landfill, East County Recycling, Metro South Transfer Station, and Metro Central Transfer Station. Other facilities may be included or substituted.
- Perform a visual "characterization" (visual inspection and classification) of the waste as the truck loads (from surveyed drivers) are unloaded.
- Perform statistical analysis of survey data and prepare written and oral reports.

III. SPECIFIC TASKS

1. Training

- a. Work with Metro staff to learn about the solid waste system in general. Learn truck types and general load content, differences in the various facilities included in the study, and the types of waste typically delivered to these facilities.
- b. Assist Metro staff in development/refinement of survey form.
- c. Work with Metro staff in the field, to learn and refine visual characterization techniques
- d. Associate will also be responsible for other tasks associated with this Study Element including: Perform data entry, data analysis, quality control, and write reports summarizing completed work and results of study. Associate will report to project manager as required.

2. Solid Waste Disposal Site User Survey

- a. Associate will perform in-field interviews of waste hauler truck drivers asking specific questions about the waste contained in their vehicles. General information to be collected will include:
 - Type of vehicle
 - Type of generator
 - Net weight of vehicle
 - Place of origin
 - General content of load
 - Additional information as required
- b. Survey data will be tied to cashier transaction records to obtain the net weight per vehicle type after the survey has been completed.
- c. Associate will be responsible for ensuring quality control and that all forms are accurate and legible. Completed survey forms will be submitted to Metro's project manager at the end of each week.
- d. Associate will provide a memorandum with the data documenting any problems or assumptions related to the data collected.

3. Visual Characterization of Disposed Waste

- a. After the driver of the vehicle is surveyed, the associate will perform a visual characterization of the waste as it is being unloaded. The visual characterization will entail a visual inspection and general classification/verification of the waste loads.
- b. Data from the visual characterization will be recorded on the same form as the survey data for that specific load. Associate will be responsible for quality control, accuracy and legibility of data forms.

4. Data Processing/Reports

- a. Associate will be responsible for data entry (Metro computer). Associate will be responsible for ensuring that all data is entered in an accurate and timely manner. Associate should have basic knowledge of statistical software programs and some statistical analysis skills are preferred.

- b. Associate will also be responsible for data analysis and report writing. Associate will provide Metro's project manager with summaries of work completed on a quarterly basis, including the completion of a final report.
- c. Perform literature search on waste composition, as needed, for preparation of professional reports.

IV. QUALIFICATIONS DESIRED

- Ability to successfully interview solid waste truck drivers under potentially adverse field conditions.
- Ability to enter survey data using electronic spreadsheets and/or data base management software.
- Ability to perform statistical analyses using common software such as the Statistical Analysis System (SAS).
- Ability to prepare written and oral reports to Metro staff.
- Knowledge of solid waste industry and management practices.
- Skills in organizing and conducting research studies.
- Bachelor's or master's degree.
- Current drivers license, and ability to drive a Metro vehicle to various sites in the Portland metropolitan region.
- Prefer person familiar with Portland area and knowledge of local solid waste industry.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1765, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH THE ENVIRONMENTAL CAREERS ORGANIZATION TO COMPLETE STUDY ELEMENT III OF THE COMPREHENSIVE WASTE STREAM CHARACTERIZATION STUDY

Date: March 19, 1993

Presented by: Councilor McLain

Committee Recommendation: At the March 16 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1765. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

Committee Issues/Discussion: This resolution is a companion to Resolution No. 93-1764. It would award a \$42,000 contract to Environmental Careers Organization to conduct Element III of the waste characterization study. Element III involves conducting a user survey and visual examination of loads delivered to six or more non-transfer station disposal sites. This portion of the study would be directed toward facilities at which hand sorting of garbage would not be appropriate or possible.

Councilor Van Bergen asked if the information gathered in the study would have some use in enforcement. Bob Martin responded that it might assist in the targetting of enforcement activities.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1765 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH THE ENVIRONMENTAL CAREERS ORGANIZATION TO COMPETE STUDY ELEMENT III OF THE COMPREHENSIVE WASTE STREAM CHARACTERIZATION STUDY.

Date: March 1, 1993

Presented by:

Terry Petersen
Bill Metzler

PROPOSED ACTION

Adoption of Resolution No. 93-1765, authorizing the Executive Officer to execute a contract with The Environmental Careers Organization to complete Study Element III of the Comprehensive Waste Stream Characterization Study.

FACTUAL BACKGROUND AND ANALYSIS

On November 12, 1992, the Metro Council approved Resolution No. 92-1686 for the purpose of entering into a multi-year contract with the most qualified respondent by authorizing issuance of a Request for Proposals for a Comprehensive Waste Stream Characterization Study. Metro is responsible for the characterization of waste in the tri-county region.

Metro uses the study to obtain basic data that are critical to regional solid waste management and planning activities. Waste characterization studies require waste sorting to occur over a number of seasons. The study is being coordinated and integrated with other Metro programs, local governments, and haulers.

The Comprehensive Waste Stream Characterization Study is composed of three Study Elements. These are summarized as follows:

- **Study Element I - Disposal Site Sampling:** Vehicles delivering waste to disposal sites will be selected for sampling. A sample will be chosen from the waste delivered, sorted into various components, and each component weighed.
- **Study Element II - Generator Specific Sampling:** Targeted waste includes single-family residential, multi-family residential, and non-residential waste. Waste from these generators will be collected separately and brought to the disposal site for characterization.
- **Study Element III - User Survey and Visual Characterization at Disposal Sites:** Key data will be collected on users of six or more disposal sites. The survey will include visual inspection and general classification of waste loads as they are unloaded.

In response to the Comprehensive Waste Stream Characterization Study RFP (RFP #92R-33-SW), three proposals were submitted on December 14, 1992. These proposals were reviewed,

evaluated, and scored by a selection committee. Evaluations were based on the criteria set forth in the RFP.

In order to most effectively utilize the available budget and achieve the goals and objectives of the study, the selection committee made a recommendation to conditionally award the study under two separate contracts, one contract for both Study Elements I and II, and a separate contract for Study Element III. Metro intends to award Study Elements I and II of the study under a separate contract and resolution (see Contract No. 902936, Resolution No. 93-1764).

The selection committee made a recommendation to conditionally award the contracts on January 15, 1993. Respondents to the RFP were notified of the conditional award of the contracts. The lowest responsible, responsive proposal for Study Element III of the Comprehensive Waste Stream Characterization Study is The Environmental Careers Organization.

BUDGET IMPACT

It is expected that this work will begin April 15, 1993 and last for approximately one calendar year. This is a Council Designated "B", multi-year contract. In the FY 1992-93 budget, \$10,000 is allocated for work to be performed through June 1993. The remaining pre-approved funds (\$32,000), will come from the FY 1993-94 budget.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1765.



METRO

2000 SW First Ave.
Portland, OR 97201-5398
(503) 221-1646

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 2/26/93

Environmental Careers Organization

Department Solid Waste Dept.

1218 Third Ave. Suite 1515

Division Planning & Technical

Seattle WA 98101-3021

Name Bill Metzler

Bid

Contract

Vendor no.

Title Associate SW Planner

RFP

Other

Contract no. 902937

Extension 290

Purpose Comprehensive Wastestream Study - Element III

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)

531-310830-524190-76830

This project is listed in the
1992 -1993 budget.

Yes

Type A

No

Type B

Price basis

Unit

Total

Other

Payment required

Lump sum

Progress payments

Term

Completion

Annual

Multi-year**

4/15/93
Beginning date

4/22/93

Ending date

Total commitment	Original amount	\$ <u>42,000.00</u>
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ <u>42,000.00</u>
	A. Amount of contract to be spent fiscal year <u>92</u> - <u>93</u>	\$ <u>10,000.00</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$ <u>442,000.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>2/19/93</u>	\$ <u>324,818.50</u>

Approvals: [Signature] 3/1/93
 Division manager
 Department director: [Signature]
 Budget: [Signature] 3-4-93
 Labor
 Risk
 Fiscal
 Legal

Competitive quotes, bids or proposals:

Matrix Management	\$43,181		WA
Submitted by			
Cascade Pacific	\$35,120	M/W/DBE	Foreign or Oregon Contractor
Submitted by			
Environmental Careers	\$42,000	M/W/DBE	Foreign or Oregon Contractor
Submitted by			
		M/W/DBE	Foreign or Oregon Contractor

Comments:

- Attachments:
- Ad for bid
 - Plans and specifications
 - Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division. Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

- General liability: _____ / _____ / _____
- Liquidated damages \$ _____ day
- Workers comp
 - Auto
 - Professional liability
 - Prevailing wages
 - Non-standard contract
 - Davis/Bacon

Dates:

- Ads _____ (Publication) _____
- Pre-bid meeting _____ Bid opening** _____
- Filed with council _____ For action _____
- Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

% Bid \$ _____

% Performance \$ _____

% Performance/payment* \$ _____

% L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.