

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 93-1776
EXECUTIVE OFFICER TO ENTER INTO A)	
CONTRACT WITH TRI-STATE CONSTRUCTION,)	
INC. FOR WORK ASSOCIATED WITH THE)	
CLOSURE OF SUB-AREAS 2 & 3 OF THE)	Introduced by Rena Cusma,
ST. JOHNS LANDFILL)	Executive Officer

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

WHEREAS, Work associated with and including the construction of an improved multi-layered cover system, gas collection system and storm water collection system on Subareas 2 & 3 and a motor blower/flare facility will advance the closure process; and

WHEREAS, On January 14, 1993 the Metro Council authorized issuance of a Request for Bids for the above listed work; and

WHEREAS, Tri-State Construction, Inc. has been determined to be the lowest responsive, responsible bidder after an open competitive bid process; and

WHEREAS, the award is conditioned upon the receipt of a Performance Bond and all other bid document submittal requirements; and

WHEREAS, This resolution, authorizing the Executive Officer to enter into a contract with Tri-State Construction, Inc. was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for approval; now therefore,

BE IT RESOLVED, That the Metro Council authorizes the Executive Officer to enter into a contract with Tri-State Construction, Inc. in the amount of \$8,440,921 for work associated with the Closure of Subareas 2 & 3 of the St. Johns Landfill.

ADOPTED by the Metro Council this 25th day of March, 1993.



Judy Wyers, Presiding Officer

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1776, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH TRI-STATE CONSTRUCTION, INC. FOR WORK ASSOCIATED WITH THE CLOSURE OF SUBAREAS 2 & 3 OF THE ST. JOHNS LANDFILL

Date: March 19, 1993

Presented by: Councilor Washington

Committee Recommendation: At the March 16 meeting, the Committee voted unanimously to recommend Council adoption of Resolution 93-1776. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

Committee Issues/Discussion: Jim Watkins and Dennis O'Neil, Solid Waste Staff, provided background information on the resolution. The contract awarded through the resolution represents the next major step in the closure of the landfill. The contractor will be responsible for providing the cover system in Subareas 2 and 3, about 120 acres. In addition, the contractor will build the motor blower flare facility for the flaring of methane gas produced by the landfill.

Metro originally estimated that this work would cost about \$11.5 million. The low bid submitted by Tri-State is for \$8.44 million. The work will span two construction seasons and be completed in the fall of 1994.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1776 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH TRI-STATE CONSTRUCTION, INC. FOR WORK ASSOCIATED WITH THE ST. JOHNS LANDFILL CLOSURE OF SUBAREAS 2 & 3.

Date: March 16, 1993

Presented by: Dennis O'Neil
Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 93-1776 to authorize the Executive Officer to execute a contract with Tri-State Construction, Inc., the lowest responsive, responsible bidder for work associated with the St. Johns Landfill Closure of Subareas 2 & 3. The Contract is recommended for award conditioned upon receipt of Performance Bond, Insurance Certificates, and other bid document submittal requirements, which are required after Council approval.

FACTUAL BACKGROUND AND ANALYSIS

The primary method to control ground water and surface water contamination from St. Johns Landfill is to construct an impervious cap over the existing solid waste. Metro has solicited bids to construct an improved, multi-layered cover system and associated landfill gas and stormwater systems in a 120 acre portion of the landfill during 1993 and 1994 this work will also include the construction of the motor blower/flare facility for the landfill gas collection system. Construction of this cover is the second phase of construction of the final cover for the entire landfill.

Following Council approval, a Request for Bids was issued on January 15, 1993. Advertisements were published in Portland newspapers and sent to a list of potentially interested parties. A prebid conference was held on February 1, 1993. The purpose of this conference was to present highlights of the project, review Metro requirements and to receive questions from interested parties. Representatives from approximately 41 businesses attended the prebid conference.

Only one addendum to the Request for Bids document was issued. The items in this addendum were found by General Counsel not to materially change the Bidding Documents.

Six bid submittals were received and opened during a public bid opening on February 22, 1993. The Bidders are listed below. (The numbers below include the correction of a mathematical error in the Delhur Industries, Inc. bid.)

Organization	Cost
Tri-State Construction	\$ 8,440,921.00
Scarsella Bros.	9,393,922.50
Kiewit Pacific	9,456,230.00
Slayden Construction	9,638,115.00
L & H Grading	9,910,150.00
Delhur Industries, Inc.	10,290,786.00

Staff has reviewed the references of Tri-State Construction, Inc. and has determined that they meet the requirements for experience and have the ability to perform the work as described in the Instructions to Bidders. They have sufficient equipment and personnel to perform the work. They have prepared more than 50 acres of subgrade for landfill liners and/or covers. They will be performing more than 30 percent of the work with their own work force. They have received favorable responses from references and previous contracting agencies.

Tri-State Construction, Inc. has met the requirements of the Metro Minority and Women Owned Business Program for good faith efforts. They will subcontract 3.6 percent of the work to MBE and 4.8 percent of the work to WBE firms.

Tri-State has also included recycled products in their bid, however, it was not necessary to apply a bid preference because they were the low bidder by more than \$900,000. Other bidders also proposed to use recycled products, but applying a bid preference would not have changed the outcome of the bid ranking.

BUDGET IMPACT

It is expected that this work will begin in April 1993 and continue through November of 1994. In the FY1992-93 budget, \$2,000,000 is allocated for work to be performed during May and June 1993, \$8,833,000 is budgeted for FY1993-94. The FY1994-95 budget will be determined following the 93-94 construction season.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends that a contract be awarded to Tri-State Construction, Inc.

RRS:clk

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METRO

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

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date

3/5/93

Department

Solid Waste

Division

Engineering

Name

Bob Smoot

Title

Engineer

Extension

539

Subject

Bid

Contract

RFP

Other

Vendor no.

Contract no.

Purpose

Closure Sub Areas 2 & 3

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Budget code(s)

Price basis

Term

Contract

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199__-199__ budget.

Payment required

Yes

Type A

Lump sum

Beginning date

No

Type B

Progress payments

Ending date

Total commitment

Original amount

\$

Previous amendments

\$

This transaction

\$

Total

\$

A. Amount of contract to be spent fiscal year _____ - _____

\$

B. Amount budgeted for contract _____

\$

C. Uncommitted/discretionary funds remaining as of _____

\$

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	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

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> 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.



METRO

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

Memorandum

DATE: February 17, 1992

TO: Paulette Allen, Clerk of the Council
John Houser, Council Analyst
Unette Worley, Administrative Secretary, Executive Office
Todd Sadlo, Senior Assistant Counsel

FROM: Craig Lewis, Solid Waste Contract Compliance *CL*

RE: ADDENDUM 1 TO RFB # 92B-42-SW for SUB-AREA 2 AND 3 CLOSURE

Rob Smoot is issuing the attached addendum 1 to the RFB for closure of St. Johns Landfill Sub-areas 2 and 3. Todd Sadlo has reviewed this addendum and indicated to Rob it is technical and does not materially alter the bid document. Pursuant to Metro code section 2.04.032 (e) we are filing the addendum with the General Counsel and the Clerk of the Council at the time of its release.

As a separate matter unrelated to the addendum, I have attached a list of questions received from potential bidders and Metro's answers to the questions.

CL:gbc

cc: Jim Watkins, Engineering Manager
Rich Wiley, Procurement Officer
Rob Smoot, Sr. Engineer

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ADDENDUM NO. 1 to the Contract Documents for
Closure of Subareas 2 & 3 at the St. Johns Landfill

Note: The following changes, additions and deletions to the Contract Documents dated January 1993, hereby become part of the Contract Documents. Bidders should notify all subcontractors affected by this Addendum. It is essential that all prospective Bidders note the contents of the Addendum, and Metro be made aware that each Bidder has received this Addendum. Therefore, please acknowledge receipt of this Addendum by inserting its number in the space provided in the bid forms.

1. Bid Book

REPLACE pages 13 and 15 with the new pages 13 and 15 attached.

2. SECTION 00030, "Invitation To Bid", Page 00030-1

CHANGE the date in the first paragraph from "Monday, February 22" to "Friday, February 26".

3. SECTION 00110, "Instructions To Bidders", page 00110-6

REPLACE the entire first paragraph of Subsection 10. with the following:

10. EXPERIENCE AND ABILITY TO PERFORM THE WORK

Within twenty-four (24) hours following request by Metro, the apparent low Bidder shall be required to furnish sufficient data to demonstrate the following qualifications: a) the Bidder has equipment available (or can obtain such equipment) to perform the contract; b) the Bidder has key personnel available (or can obtain such personnel) of sufficient experience to perform the contract; c) that at least 30% of the labor required to complete the work will be performed by personnel directly employed by the Bidder, rather than by subcontractors; d) the Bidder has the experience of preparing a minimum of 50 acres of low permeable soil or a membrane for a landfill liner or cover in areas with rainfall and weather conditions similar to the St. Johns Landfill; and e) the Bidder has not repeatedly breached contractual obligations to public and private contracting agencies. In determining the award of this Contract, such information will be considered, and the Bidder is cautioned to make complete and comprehensive presentation of its abilities and resources. Failure of the apparent low Bidder to comply fully and in a timely manner with a request for information under this section, or to demonstrate compliance with the above qualifications, shall be grounds for rejection of that Bid. Experience (item d) will be deemed satisfactory if the references indicate that the quality of work was good and the construction was completed on time. *If the Bidder does not have a minimum of 50 acres experience in placing low permeable soil or a membrane for a landfill liner or cover, the Bidder may use the experience of a designated on-site superintendent to qualify, provided that individual is actually assigned as the on-site superintendent to the project. In this case the references of the designated on-site superintendent must indicate satisfactory performance in supervising placement of a minimum of 50 acres of low permeable soil or a membrane for a landfill liner or cover, and*

the references for the Bidder on all work done for the past two years must indicate satisfactory work.

4. SECTION 00300, "Bid Forms" Page 00300-13

CHANGE Bid Item Estimated Quantities as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>
80	18 each	Vacuum Valve Stations
82	3 each	4" Condensate Drip Leg Fitting
85	6 each	10" Condensate Drip Leg Fitting
86	2 each	12" Condensate Drip Leg Fitting

5. SECTION 00300, "Bid Forms", Page 00300-15:

ADD new Item No. 96 as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
96.	30,000 Tons	Imported Type 1 Sand		
(Per Ton)			\$	\$

6. SECTION 01025, "Measurement and Payment", Subsection 1.8 Description of Bid Items:

DELETE Paragraph 2 from Item 17 and REPLACE with:

2. Type 1 Sand shall be procured from existing on-site borrow sources in accordance with Construction Drawing No. 5 sequencing notes. Imported Type 1 Sand; if required after all available on-site sources are utilized, shall be paid under separate bid item.

ADD the following Item 96 description:

ITEM 96 IMPORTED TYPE 1 SAND:

1. The unit price per ton, less a weight deduction for excess moisture and scale check differences, where applicable, shall constitute full compensation for all labor, materials, and equipment required to procure, deliver, dump, grade and place Imported Type 1 Sand materials above the geomembrane/geonet composite as indicated in the Contract Documents.
2. Alternative methods of measurement (other than scales) will be considered by Metro if methods of conveyance to the site other than highway legal trucks are proposed by Contractor.
3. The costs for compacting Imported Type 1 Sand material are included in this bid item.

4. The costs for temporary protection of materials prior to and after placement are included in this bid item.
 5. The use of Imported Type 1 Sand shall supplement the use of existing Type 1 Sand located at the on-site borrow sites. The Contractor must obtain prior approval of the Engineer before importing any Type 1 Sand materials.
7. SECTION 01025, "Measurement and Payment", Page 01025-19, Items 52-58:
- ADD the following Paragraph:
2. The cost of field piping expansion joints, where required, shall be included in the unit price bid for HDPE-LFG piping.
8. SECTION 01560, "Temporary Controls" Page 01560-4, Subsection 1.9:
- CHANGE "1.9" TO "4.0"
- ADD the following prior to the new Subsection 4.0
- 1.9 SOLID WASTE CONTROL**
- After October 1, 1993 Contractor may not bury, anywhere in the St. Johns Landfill, any solid waste from materials brought onto the St. Johns Landfill from off site. All of this solid waste must be removed and properly disposed.
9. SECTION 01590, "Field Offices/Vehicle," Page 01590-1, Subsection 1.3:
- CHANGE Paragraph B to read:
- B. Trailer shall be minimum of 12 feet by 52 feet in size.
10. SECTION 02220, "Embankment and Grading", Page 02220-9:
- ADD the following:
- 2.12 IMPORTED TYPE 1 SAND**
- A. Satisfactory Imported Type 1 Sand materials shall consist of clean, coarse to fine sand and may consist of river dredged sand, "screenings" and/or pit run sand. Contractor shall provide gradation test results for all proposed borrow sources.

- B. River dredged, pit-run, and other sand shall conform to the following gradation limits based on wet sieve analysis, weight basis:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2"	100
No. 4	80 - 100
No. 10	50 - 100
No. 40	5 - 80
No. 100	0 - 12
No. 200	0 - 5

- C. "Screenings" sand shall conform to the following gradation limits based on wet sieve analysis, weight basis:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2"	100
No. 4	70 - 100
No. 10	40 - 80
No. 40	0 - 30
No. 100	0 - 10
No. 200	0 - 7

- D. Each proposed off-site borrow source for Imported Type 1 Sand will be visually inspected and tested for compliance with the Specifications by the Geotechnical Engineer. Materials from off-site borrow sources which do not meet the Specifications, as determined by the Geotechnical Engineer based on visual inspection and test results, shall not be suitable for use as Imported Type 1 Sand.
- E. Compaction curves per ASTM D698 will be developed by the Geotechnical Engineer for each suitable borrow source.
- F. Materials from borrow sources which have not been visually inspected and tested by the Geotechnical Engineer, or which are not suitable as stipulated in (D) above, shall not be brought onto the landfill site.
- G. Since the Geotechnical Engineer cannot inspect all materials coming from the borrow source(s), the inspection and testing program shall not relieve Contractor's responsibility to provide Imported Type 1 Sand to the site which meet all requirements stipulated in the Specifications.

11. SECTION 02220, "Embankment and Grading", Page 02220-19, Subsection 3.10:

CHANGE the first sentence of Paragraph B to read:

"Type 1 Sand shall be obtained from existing stockpiles located on site or imported from off-site borrow sites in accordance with the Contract Documents."

12. SECTION 02272, "Geosynthetics", Page 02272-10, Subsection 1.73:

CHANGE the fourth sentence in Paragraph A.3.1 to read as follows:

"To be acceptable, four out of five replicate test specimens must pass, for shear and for peel, the strength criteria established in Section 3.3E, Paragraph 12."

13. SECTION 02272, "Geosynthetics":

CHANGE in Subsection 2.1.A, Page 02272-12, from "final cover shall have a residual interface" to "final cover shall have an interface".

CHANGE in Subsection 2.1.B, Page 02272-12, from "final cover shall have a residual interface" to "final cover shall have an interface".

CHANGE in Subsection 2.1.C, Page 02272-12, from "GRI Test Method GS6" to "ASTM D5321".

DELETE in Subsection 2.1.C, Page 02272-12, last phrase, "calculated at deflection equals one inch."

CHANGE in Subsection 2.1.D, Page 02272-12, from "Westinghouse Environmental Service, Fairfield Ohio," to "FEC Donahue, Cincinnati Ohio;"

REPLACE Subsection 2.2A, Page 02272-12, first Paragraph with:

"Textured VLDPE geomembrane shall be "Dura-Flex" manufactured by Poly America Inc.; "Hyperlastic" manufactured by Gundle Lining Systems, Inc.; "Ultra Flex" manufactured by SLT North America, Inc.; or approved equal. Base polyethylene resin shall have a density of 0.918 g/cc or less. VLDPE Geomembrane liner shall be textured on both sides and conform with the following:"

CHANGE Subsection 2.3B., Page 02272-13, to read: "Geonet structure shall be Gundnet XL-14 as manufactured by Gundle Lining Systems, Inc., Houston, Texas; DC3205 with Quline geotextile as manufactured by Tensar Corp., Morrow, Georgia; or approved equal."

CHANGE in Subsection 2.3.C, Page 02272-14, "smooth geomembrane" to "smooth 40 mil VLDPE geomembrane".

ADD in Subsection 2.3.C., Page 02272-14 following "geonet composite" in the listed soil/geosynthetic environment, "(delete Type 2 geotextile against geomembrane)"

CHANGE in Subsection 2.3.C, Page 02272-14, "Westinghouse Environmental Services (Fairfield, Ohio)." to "FEC Donahue, (Cincinnati, Ohio)."

ADD following to Subsection 2.3.C, Page 02272-14, "Geonet Composite transmissivity testing required herein is an Index test simulating previous testing performed during initial design. It does not specifically represent this project's material or installation requirements."

14. SECTION 02272, "Geosynthetics", Page 02272-13, Subsection 2.2A:

CHANGE value for Low Temperature Brittleness from "-112" to "-94".

CHANGE value for Carbon Black Dispersion from "A-2" to "A-1, A-2, B-1".

15. SECTION 02272, "Geosynthetics", Page 02272-23, Subsection 3.3E:

CHANGE the last sentence in Paragraph 12 to read as follows:

"The joints shall also fail as a film tear bond (FTB), as defined in N.S.F. Standard 54."

16. SECTION 02275, Sedimentation Control, page 02275-3 subsection 2.2-A

REPLACE the phrase: "Bon Terra or DeKowe fiber netting." WITH "Conwed Futerra fiber netting or approved equal."

17. SECTION 02610, "Pipe and Fittings", Page 02610-7, Subsection 2.10:

DELETE paragraph 2.10A and REPLACE with the following:

- A. Expansion joints at the MBF/F condensate knock-outs: single arch, polyester cord reinforced neoprene bellows with hypalon exterior coating, galvanized steel flange backing rings, control rods, capable of at least 1-5/8" compression and 7/8" extension, and rated for 3 psig vacuum. Provide two joints butted together for each knock-out. Furnish 16" x 8" Unaflex Series 1100 joints or equal.

Expansion joints in the field piping: high strength silicone rubber with polyester fabric reinforcement as manufactured by Industrial Tube Corporation, 3091 Indian Avenue, Perris, California, 92370, Model IT-6000-24 or acceptable substitute. Stainless steel Type 302 wire shall be encapsulated within the inner and outer plies and not exposed. Scuff strips shall be added to the outside of the coupling over the wire areas. The coupling shall have an operating temperature range of between -65°F through +325°F. The coupling shall have the flexibility of 50% contraction and 20% extension and a bend radius of 1.5% of the diameter.

18. SECTION 02610, "Pipe and Fittings", Page 02610-7, Subsection 3.1B:

DELETE Paragraph B and REPLACE with the following:

- B. Test all permanent pressure or vacuum piping with a low pressure air test prior to commencing normal service on this project. The test requirement shall apply to pipe associated with Bid Items 48-62, 81 and 92. The test equipment shall be furnished by the Contractor and shall be inspected and accepted by the Engineer prior to use. The Engineer may at any time require a calibration test of gauges or other instrumentation that is incorporated in the test equipment.

Pipe shall be pressure tested at 1.5 times the working pressure or absolute value of the working vacuum, whichever is applicable. Working pressure or vacuum will vary for each piping system.

depending on its geometry and vacuum or pressure source location(s). Refer to the following for approximate maximum working pressure or vacuum for the major piping systems:

HDPE - LFG	2.5 psig	(vacuum)
HDPE - C	6.7 psig	(vacuum)
PVC - V	6.7 psig	(vacuum)
PVC - D	35.0 psig	(pressure)

The Engineer will assist the Contractor in determining required test pressures after the Contractor identifies the extent of system testing proposed. Test pressure shall be not less than 3.5 psig.

Procedure for a Low Pressure Air Test

(NOTE - Complete steps 8-12 prior to commencing test)

1. Interior of the pipe shall be clean and free of foreign materials and water prior to the test.
2. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
3. Add air slowly to the portion of the pipe installation under test until the internal air pressure is raised to the determined test pressure.
4. Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any failures are observed, bleed off air and make necessary repairs.
5. After the determined test pressure is obtained, allow at least five minutes for air temperatures to stabilize, adding only the amount of air required to maintain test pressure.
6. After the five minute stabilization period, disconnect air supply.
7. Start stop watch. Determine the time in seconds that is required for the internal air pressure to drop 1.0 psig. This time interval should then be compared with the time required by specification as computed below.
8. List size and length of all portions of pipe under test in table similar to one shown below.
9. Compute K and C values.
10. Add all values of K and all values of C for pipe under test.
11. If the total of all C values is less than one, multiply the K value by four and enter this value into the space for "Time Required by Specification".
12. If the total of all C values is greater than one, divide the total of all K values by the total of all C values, multiply this value by four to get the value of T which is the value entered into the space for "Time Required by Specification".

d Diameter (inches)	L Length (feet)	$K=0.011d^2L$	$C=0.0003882dL$

Total K = _____

Total C = _____

$K/Cx4 =$ _____

Time Required by Specification

(seconds) $T =$ _____

19. SECTION 02610, "Pipe and Fittings", Page 02610-7, Subsection 3.1:

ADD the following Paragraph D:

- D. Expansion joint in the field piping, installed length: as noted on the drawings, defined as the dimension between the cut ends of the pipe.

Provide weld beads on the pipe ends to prevent expansion joint pull-off. Install the Expansion Joint using 2 worm-drive stainless steel hose clamps on each end.

20. SECTION 02930, "Cover Crop", page 02930-3 Subsection 2.3-A

ADD the following sentence: Product will contain a soil stabilizer or tackifier and shall be a product such as Weyerhaeuser Silva Fiber Plus or equal.

21. SECTION 02930, "Cover Crop", page 02930-4 Subsection 2.4-A

DELETE the following phrase: "; and shall be made from naturally occurring and biodegradable materials, such as "Aquatin" or equal".

22. SECTION 05500 "Metal Fabrications" Page 05500-2, Subsection 3.1

ADD the following:

- D. All welding shall conform to AWS requirements.

23. SECTION 05500 "Metal Fabrications" Page 05500-2, Subsection 3.1.C.

ADD the following:

"Provide paint system M-7 (Specification Section 09900) for roof deck and structural steel which is non-galvanized.

24. SECTION 11302, "Remote Condensate Pump Stations", Page 11302-3:

ADD the following:

2.7 INSULATION

- A. Insulation shall be Halstead Therma-Cell flexible, closed cell polyethylene foam or equal. Insulation cladding shall be 2-mil aluminum foil tape, Venture Tape 1520 CW or equal.

25. SECTION 11302, "Remote Condensate Pump Stations", Page 11302-3:

REPLACE Subsection 3.1.B entire Paragraph with:

Heat trace and insulation shall be installed on all above ground piping, fittings and pump casings. Heat tape shall be installed along the bottom of the pipe prior to installing the insulation. The insulation shall be installed so as to fully cover the pipe, fittings, and valves, except that the valve operator handles shall be exposed and free to operate. All seams in the insulation shall be bonded together with adhesive. The cladding tape shall be installed so as to fully cover all the insulation. Tape seams shall have 1/2" overlap minimum.

26. SECTION 13181, Motor Blower/Flare Facility, page 13181-8 subsection 2.3-A-1

DELETE paragraph 2.3.A.1 and replace with

1. Valve actuators ZSC BL-1A, ZSC BL-1B, ZSC BL-2A, ZSC BL-2B, ZSC BL-3A, ZSC BL-3B: pneumatic piston type with spring return, set fail-closed, and with internal manual override. Furnish G.H. Bettis, series CB, model CB725SR100M valve actuators or equal.

Valve actuators ZSC FL-1, ZSC FL-2, ZSC FL-3, ZSC FL-4: pneumatic piston type with spring return, set fail-closed, and with internal manual override. Furnish G.H. Bettis, series CB, model CB525SR100M valve actuators or equal.

27. SECTION 13181, "Motor Blower/Flare Facility", Page 13181-8, Subsection 2.3:

DELETE Paragraph D and REPLACE with the following:

- D. Air compressor: single stage, reciprocating, belt driven, 2 HP, with 460 V, 3 PH, 60 Hz motor mounted on a 30 gallon ASME-approved horizontal tank, receiver with an automatic drain valve, a

beltguard aftercooler, coalescing prefilter with auto drain before a single tower deliquescent dryer, and particulate afterfilter after the dryer. Furnish a Saylor Beall/Van Air System product or equal.

28. SECTION 13181, "Motor Blower/Flare Facility", Page 13181-9, Subsection 2.5A and Page 13181-11, Subsection 2.6C:

CHANGE the references to condensate knock-out from "CKO" to "SCR"

29. SECTION 13181, "Motor Blower/Flare Facility", Page 13181-12, Subsection 2.6F:

CHANGE "Expansion Joints: per Section 02680" to:

"Expansion Joints: per Section 02610."

30. SECTION 13181 "Motor Blower/Flare Facility" Page 13181-15, Subsection 3.6 D.1.

CHANGE "Joints: Welded" to "Joints: Welded to AWS requirements".

31. Division 16 - Electrical, Index

DELETE "16920 OXYGEN DETECTION SYSTEM".

32. PLANS, Sheet 14:

ADD the following to Notes:

"10. Geonet composite is deleted from Type B and C cover areas."

ADD the following to Geonet Composite references in Detail C1, Section A, Section B and Section C:

"Refer to Note 10."

33. PLANS, Sheet 29:

ADD a field piping expansion joint, 1 each, 10x24, on 10" HDPE-LFG at approximate coordinate N1340, E10065. Also reference at the field piping expansion joint to Note 4.

ADD the following to Notes:

4. Installed length of expansion joint shall be 15" unless ambient temperature is less than 40°F or greater than 70°F. For temperatures less than 40°F, installed length shall be 17". For temperatures greater than 70°F, installed length shall be 13".

34. PLANS, Sheet 32

CHANGE "12" HDPE-LFG, 12" 150# Blind Flange" located N1375.0 E 12942.5 to "16" HDPE-LFG, 16" 150# Blind Flange".

35. PLANS, Sheet 33, Detail P3 and Sheet 34, Detail P4

ADD Pay Limit Clarification following:

HDPE and PVC Limits are shown at the Branch Saddle Reducing Tee at flanged outlet, the HDPE Limit is the Pay Limit - Gas Manifold, the PVC Limit is the Pay Limit Wellhead Connection.

36. PLANS, Sheet 34:

DELETE NOTE 4 and REPLACE with the following:

4. Use "Romac" saddle for monitoring ports on HDPE or Schedule 40 PVC lines. Schedule 80 lines shall be constructed per detail.

37. PLANS, Sheet 34, Detail P7:

CHANGE dimension from pipe to footing from "varies (4'-0" max.) " to "3'-6" ".

38. PLANS, Sheet 34, Detail P8:

CHANGE vertical dimension of steel angle to make bottom of U-bolt 12" from the bottom of the steel angle. Bottom of U-Bolt shall be located at finished grade.

39. PLANS, Sheet 45:

ADD 1" HDPE-D drain line for air compressor tank and appurtenances. 1" HDPE-D to connect below grade to 2" HDPE Condensate Drain at approximate coordinate N1333, E12950. Vertical stub up (slab penetration) to be at compressor and is to be coordinated with compressor equipment furnished and installation requirements to avoid interferences. Connect 1" HDPE-D drain line to tank, filter, aftercooler and dryer drains as required.

40. PLANS, Sheet 46:

DELETE purge blower shown attached to FL-1 (located on east side of FL-1, not labeled)

ADD references for limit switches at each 10" flare inlet valve, [limit switches are specified but were not shown on plan].

41. PLANS, Sheet 47:

CHANGE size reference for reducing tee on 16" HDPE-LFG Discharge from "10"x10"x8" HDPE" to read "16"x16"x12" HDPE" (upper middle of sheet).

42. PLANS, Sheet 48:

CHANGE references for propane valves (lower right portion of sheet) from "FL-1A and FL-1B to read "PG-1A and PG-1B" respectively.

43. PLANS, Sheet 50, Detail P36, Section G:

CHANGE material requirement for lifting chain from "galvanized" to "stainless steel".

DELETE the word "galvanized" above the words "316SS Guide Rail".

CHANGE position of 2" PVC Gate Valve from vertical to horizontal portion of discharge pipe to permit operation of valve from surface (outside MH-1). Provide extension as needed, with proper supports, to locate valve operator within 18 inches of surface (e.g. arms length).

44. PLANS, Sheet 50, Detail P36, Plan:

CHANGE orientation of manhole frame horizontally approximately 90° to align pump with manhole frame opening. Upper guide rail support to be mounted inside frame to permit complete removal of pump assembly from manhole without disassembly. Coordinate ladder/step location to avoid conflict with pump removal.

45. PLANS, Sheet 50, Detail P37: final acceptance.

REPLACE "8" CS Tee" and "8" CS Cap" with: "10" CS Tee" and "10" CS Cap"

46. PLANS, Sheet 50, Detail P39:

CHANGE size references for landfill gas piping and valving from "8" HDPE-LFG, 10" HDPE-LFG, FV8", FV10" and 10" Valve Actuators" to read "12" HDPE-LFG, FV12" and 12" Valve Actuators".

47. PLANS, Sheet 50, Detail P40:

CHANGES reference to landfill gas line from "8" CS-LFG" to "10" CS-LFG".

ADD reference to speed control valve on 3/8" tubing between the valve actuator (ZSC) and the solenoid valve (FY). Similar to detail P39. [Speed control valve is specified but was not shown on detail].

48. SECTION 02930, "Cover Crop", Page 02930-3

ADD the following to Subsection 2.1:

D. The application rates indicated above are given in Pure Live Seed (PLS) rates.

49. SECTION 13181, "Motor Blower/Flare Facility", Page 13181-10

REPLACE Subsection 2.5, paragraph B. with the following:

B. Condensate Manhole MH-1

1. Precast concrete manholes shall conform to the requirements of ASTM C478 except as specifically modified herein.
2. Joints between precast sections may be rubber gasketed or cement mortar.
3. Base sections shall be made with the base slab integral with the wall in such a manner to achieve a completely watertight structure.
4. Proportion of Portland cement in concrete mixture shall be not less than 564 pounds per cubic yard of concrete.
5. Vault wall and base shall be cast with steel channel for attachment of pipe supports
6. Vault top shall be an eccentric reducing section three (3) feet deep reducing from 36 inch to 24 inch diameter with a 24 inch diameter manhole frame and cover. Cover shall be gasketed for gas type seal.
7. Penetrations shall be core drilled and sealed using non-shrink grout.
8. Ladder shall be the standard product of the vault supplier, including all mounting hardware, and be all hot dip galvanized per ASTM A153.
9. Pipe support system shall be a steel channel system, including the required hardware. All materials shall be hot dip galvanized per ASTM A153. Furnish Power-Strut products or equal.

Jim Watkins
Jim Watkins, Engineering and Analysis Manager

Date

2-17-93

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<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
79.	2 EA.	16" Butterfly Valve		
<u>(Per Each)</u>			\$	\$
		(Words)	(Figures)	
80.	18 EA.	Vacuum Valve Stations		
<u>(Per Each)</u>			\$	\$
81.	1 EA.	Remote Condensate Pump Station		
<u>(Per Each)</u>			\$	\$
82.	3 EA.	4" Condensate Drip Leg Fitting		
<u>(Per Each)</u>			\$	\$
83.	3 EA.	6" Condensate Drip Leg Fitting		
<u>(Per Each)</u>			\$	\$
84.	2 EA.	8" Condensate Drip Leg Fitting		
<u>(Per Each)</u>			\$	\$
85.	6 EA.	10" Condensate Drip Leg Fitting		
<u>(Per Each)</u>			\$	\$
86.	2 EA.	12" Condensate Drip Leg Fitting		
<u>(Per Each)</u>			\$	\$

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
95.	1,500 HR	Operator & Equipment for Temporary Gas System Construction & Maintenance		
<u>(Per Hour)</u>			<u>\$</u>	<u>\$</u>
		(Words)	(Figures)	
96.	30,000 Tons	Imported Type 1 Sand		
<u>(Per Tons)</u>			<u>\$</u>	<u>\$</u>

TOTAL BID AMOUNT \$ _____

QUESTIONS and ANSWERS
RFB # 92B-42-SW
**ST. JOHNS LANDFILL CLOSURE OF SUBAREA 2 & 3 AND
INSTALLATION OF THE MOTOR BLOWER FLARE**

Question: With regard to Health and Safety. Who is required to have the OSHA 40 hour training? Who do the medical surveillance exams apply to? (Section 01100, in particular paragraph 1.3.) Also, who must have Asbestos Training?

Answer: For work associated with the St. Johns Landfill, the Contractor shall ensure compliance with requirements specified in Section 01100 and Article 10 of Section 00700. It is the Contractor's responsibility to determine specific training or medical documentation requirements.

Question: At what point do the contractors need to let Metro know of their WBE or MBE list?

Answer: The list must be submitted at time of bid opening

Question: What specific occasion will prevailing wage not apply to trucking? Do we have to Credit Metro for the difference?

Answer: If imported materials are from a commercial borrow and the truckers are employed by the borrow operator. Please also refer to Section 00800, paragraph 3. If you have any questions regarding the interpretation of the Prevailing Wage Requirements please contact the Bureau of Labor and Industry (BOLI).

Question: How strictly will you stick to the requirement for prime contractors to have 50 acre minimum of landfill construction experience.

Answer: Very strictly.

Question: Discuss phasing of the gas system. What is in place?

Answer: Subarea 1 has the temporary system in place. In Subarea 2 all but four wells are in place. The Contractor will be required to install wells 62, 66, 67 and 68 as shown on sheets 24, 31 and 32. These include two single and two double wells.

Question: When will wells in Subarea 3 be installed?

Answer: Refer to Sheet 39 which identifies the existing permanent components of condensate and gas in Subarea 1 and temporary conveyance of that gas to the temporary blower/flare facility which is near the access bridge. It also identifies the schematic nature of connecting the existing and proposed wells in Subareas 2 and 3 to the temporary conveyance system. Criteria of performance for the temporary system can be found in specifications Section 02680.

Refer to specification Section 01010-1.9 regarding staging of work (including Subarea 3 gas wells). Overall, the contractor must coordinate with and maintain existing gas and condensate collection and disposal capabilities in Subarea 1, manage the temporary gas/condensate needs in

Subarea 2 & 3 and install permanent gas/condensate facilities in Subarea 2 & 3 as required by the Contract Documents.

Question: What is the activity hazard analysis section?

Answer: Section 01100, Subsection 1.2D requires that a detailed review of potential hazards be performed prior to beginning a new work activity. The intent is for the contractor to identify potential hazards associated with the new activity, determine monitoring requirements, personal safety requirements, emergency action plans, etc.; all to ensure worker safety in accordance with OSHA requirements.

Question: Debris must be disposed in Subarea 4 before October 1993 what about after that date?

Answer: Refer to Addendum Item 8.

Question: Is the eight (8) inch tee shown in detail P-37, sheet 50, the correct dimension? The piping that it connects to, shown on sheet 46, is ten (10) inch pipe.

Answer: Refer to Addendum Item 45.

Question: Specification documents reference section 02680 for expansion joints, however, section 02680 does not have such a specification.

Answer: Refer to Addendum Items 29, 17, and 19.

Question: Is an after cooler needed between the compressor and desiccant dryer?

Answer: Refer to Addendum Item 27.

Question: What is the type and quantity of fertilizer to be used on this project.

Answer: Ammonium Sulfate (20-0-0) at 50 pounds per acre, or as directed by the engineer subsequent to soil analysis.

Question: Regarding Bid Items No. 35 - 37 referring to Specification 02610 (2.6 and 2.7). Can perforated and solid underdrain pipe be material other than ASTM D-3034 PVC? For example, smooth interior high density polyethylene N-12 (tm) as manufactured by Advanced Drainage Systems, Inc.

Answer: Substitutions are not being considered at this time, but will be entertained after award of the contract.

Question: Regarding Section 00700, paragraphs 9.03.01 and 02. What is the total retention to be withheld, is it 5% of the full value of the work completed or is it 5% of 95% of the work completed, or if neither value is correct, what is the correct value?

Answer: Retention is 5% of the value of the work completed

Question: Section 00700, paragraph 9.030.02 says that Metro may eliminate "additional retainage on any remaining monthly progress payments after 50 percent of the work under the contract is....."
What is "additional retention"?

Answer: In Section 00700, 9.03.02 read "additional retainage" as "retainage".

Question: What is the methodology of determining the percentage of contract completion? Is it based on total billings or man-hours or contract time or some other determinate? Please define that determinate.

Answer: Contract completion is measured by taking the value of the work complete and dividing it by the total value of the contract, expressed as a percentage.

Question: Retention is paid in accordance with ORS 279.435. Can a copy of that statute be provided or can you explain the intent of this statute?

Answer: A copy of the statute is enclosed.

Question: Section 00700, paragraph 11.02.05 Please explain this insurance requirement. Is this section referring to an installation floater type of insurance or is it an insurance on stored materials?

If this refers to a policy on stored materials, isn't this redundant in that the materials are under the care custody and control of the subcontractor that is installing a product? If so, can this requirement for insurance on stored materials be eliminated from the bid requirements? If this requirement is a policy on stored materials, what is the value to be placed on this policy?

Answer: It is true that material to complete the Contract are owned and under the care, custody and control of the Contractor and/or its subcontractors. However, since Metro is providing the funds to purchase materials we desire that the materials be covered in the event of damage or destruction. The Contractor shall assure that the materials are adequately insured.

Question: Section 00030-1 says 105 acres but bid document shows a larger amount. What is the correct area?

Answer: This contract will include cover over approximately 123 acres, not 105 acres.

Question: Section 01025-7, Item 3, paragraph 2 and 3 refer to the legal disposal of demolition debris and the requirement to remove underground storage tanks. Does the contract envision the Contractor to be responsible for the risk associated with soil removal and remediation of the soils associated with potential contamination of the contents of the underground tanks?

Answer: Metro is not aware of any underground storage tanks within the closure area. Contractor will not be expected to remove or remediate soil associated with an underground tank without consideration for additional compensation.

Question: Section 01025-8 details what materials may be classified as unsuitable including non-reusable topsoil, low permeable soil, tree stumps or brush. Are other materials also to be classified as unsuitable; i.e., garbage or leachate? If so, what is the total list of materials to be classified as "unsuitable"?

Answer: A complete list of unsuitable materials is impractical to provide, the statement "as determined" in conjunction with the short list provided should be adequate.

Question: Section 01025-9, Item 10, paragraph 4 requires written approval by the Engineer prior to procurement of the topsoil. This paragraph conflicts with other portions of the contract in that it limits the decision making authority of the Contractor.

Answer: Requiring the written approval by Engineer prior to procurement of supplied items is not in conflict with the contractors' responsibilities to provide those items. Submittal for topsoil components is required by Section 02220. Purchase without the Engineer's approval would not be prudent.

Question: Paragraph 11.02.03 of the General Conditions excludes the requirement for sudden and accidental pollution as part of a Contractors liability insurance yet maintains the requirement for the liability of that incident to the Contractor as part of Paragraph 11.01.05. Does the requirement to put the burden of liability directly on the Contractor permit the Contractor to utilize any existing insurance coverage by Metro? If so please explain the limits of liability to the Contractor for any sudden and accidental pollution event.

Answer: Paragraph 11.02.03 does not exclude Contractors' pollution liability but rather does not require this coverage. The Contractor is expected to indemnify and defend Metro under Paragraph 11.01.05 in the event of pollution losses resulting from the activities of the Contractor or its subcontractors. The Contractor may not use any existing coverage by Metro. In fact, Metro does not carry pollution insurance.

Question: What is the criteria for removing existing low permeable materials from the existing site? That is, how deep does the contractor go to obtain materials? Is the estimated quantity of imported low permeable materials sufficient or will the estimated quantity be adjusted to fit the needs of the Contractor?

Who decides when to stop removing low permeable materials and what are the consequences of that decision as to time and material required?

Answer: Direction for excavation and removal of Existing Low Permeable Soil can be found in Specification 02220-3.5. Information regarding existing low permeable soils in Subarea 2 and 3 can be found in "Geotechnical Investigation, Subareas 2 & 3, Interim Soil Cover, St. Johns Landfill", October 2, 1992, Cornforth Consultants Inc., available for review at Metro, as indicated in Section 00200, Information Available to Bidders.

Question: Page 1041-3, Section 2.1, paragraph B states that,

The interim cover presently consists of 18" of low permeable soil and at least 6" of topsoil, a cover crop and temporary drainage structures. The Contractor will be required to re-establish interim cover on any areas which the Contractor has disturbed and not permanently covered

by September 15, 1993. The re-established interim cover will be completedby September 30.

1. Is the present "interim cover" construction the only permissible "interim cover". If alternatives exist, what are those alternatives?

Answer 1: No alternates will be considered prior to contract award.

2. Does the requirement to cover areas by September 15 mean that all areas that are not permanently covered by September 15 are required to receive a temporary cover within 15 days or does it mean something else?

Answer 2: Specification 01041, paragraph 2.1, B. is clear without clarification.

Question: Page 1041-3, Section 2.1, paragraph C allows an alternative plan to complete more than the Subarea 2 and Flare Facility, if approved. What is the criteria for approval of an alternative plan?

Answer: At this time we have not considered alternatives and therefore, have not established criteria to evaluate alternatives.

Question: Section 01545, Section 1.2, paragraph C states that...."All requirements stipulated by easements shall be met." Please provide the details of easements that may be effected by this work and what are the details of the requirements of those easements.

Answer: Easements on the St. Johns Landfill for the Bonneville Power Administration (BPA) and Portland General Electric (PGE) exist along the power line corridor (PLC) shown on the plans. The large steel towers and lines belong to BPA, the wooden poles and lines belong to PGE. The closure plans have been coordinated with these agencies. Work conducted in accordance with the plans and specification will not conflict with nor cause damage to these facilities. If there are particular concerns please contact BPA or PGE.

Question: Section 01550, Item 1.1, paragraph B requires the Contractor to provide truck washing facilities. Does that requirement include facilities for trucks other than Contractors and does that requirement include Contractor's requirement for labor and disposal of debris created as a result of that cleaning operation?

What is the criteria to define "nuisance levels of mud"?

What is the expected number of trucks, other than Contractors, that may be required to be cleaned per day and how and where will that debris be disposed?

Answer: Specification Section 01550 requires the Contractor to ensure that trucks bringing materials to the jobsite for this project do not track mud and rocks out onto the public roads and to clean the roads if they do. If the Contractor is required to wash the trucks prior to leaving the site the Contractor will only be required to wash his own, his subcontractors' and his supplier's trucks. Please consult the City of Portland for their requirements for trucking on public roads and also the Oregon Department of Transportation. Debris from road maintenance or truck washing may be disposed of by the Contractor in Subarea 4.

Question: Section 01590 requires Contractor to provide a vehicle for Metro's use. Will this vehicle be used and remain on site for the duration of the project or will this vehicle be used off site as well? If utilized off site, please provide the amount of miles anticipated, where the vehicle will go, who will be driving the vehicle, their age and driving record, and if the vehicle will be garaged in a site other than the jobsite and where the vehicle will be garaged.

Will Metro provide insurance for this vehicle and if so, will that insurance provide for indemnification to Contractor?

Answer: The on site vehicle will be provided for the duration of the project. It will be used primarily on site by Metro representatives and the Engineer, whomever they may be. All will be licensed drivers. The vehicle will be driven off site occasionally to obtain fuel or to conduct business related to St. Johns Landfill. The Contractor will provide insurance coverage.

Question: What does the Section 01750 requirement for 10% spare parts include and exclude? For example, does the Contractor include a 10% addition for HDPE pipe or liner or valves or parts of valves or does the requirement only refer to moving parts for equipment?

Answer: Section 01750 pertains to equipment provided in Divisions 11 through 16.

Question: Section 02150-2, Section 3.3 B places responsibility for improper shoring or failure to shore on the Contractor. Does this responsibility for shoring exclude failure due to consolidation of the landfill due to natural decomposition? If so, what is the criteria for deciding what is adequate for shoring?

Answer: The Contractor is responsible for all of his work including trenching and shoring. The responsibility for determining all shoring requirements rests with the Contractor.

Question: Section 02277, paragraph 1.4.2 A requires the Bentonite Mat Installer to have at least 1,000,000 square feet of successful installation experience. Why? What special skills are required that require an installation experience qualification requirement for a material that is simply laid into place and overlapped at a prescribed interval?

Answer: Proper installation of bentonite mat is considered to be very important to Metro and to DEQ. We will maintain the qualifications for the installer as specified.

Question: Drawing #44, Roof Structure, indicates the requirement of a shop coat of approved paint, however, neither the specification nor the drawings indicate the type of paint that is required or a criteria to accept a paint product. Please provide a specification for paint or provide a criteria in which to specify a paint that will meet approval.

Answer: Refer to Addendum Item 23.

Question: Section 13181-15, paragraph 3.6, refers to welding of steel pipe without reference to a code requirement for the welds. Please provide the code requirements that will be required for this work.

Answer: Refer to Addendum Items 22 and 30.

Question: Section 09900-5 C, Concrete Coatings describes the required concrete treatment. Is this concrete treatment required for ALL concrete for this project or are there exceptions. If exceptions exist, please identify those exceptions with specificity.

Answer: Paint system C-9 (specification Section 09900) for concrete shall apply only to the Motor Blower/Flare Facility concrete slab surfaces (mechanical and flare slabs). Other concrete will not be coated.

Question: Will Metro pay 100% of invoice value of materials stored onsite? If not, what percentage will be paid for materials stored on-site?

Answer: Metro will pay 100% of supplier's invoice value for materials stored on site, less 5% for retainage.

Question: Regarding the specifications for PVC piping, it states that the 8" and under pipe is to be specified as Schedule 40 but it also states that Threaded Pipe is to be Schedule 80. Which instruction takes precedent for the Monitoring Ports on the Well Completions, Schedule 40 or 80 pipe?

Answer: Refer to Addendum Item 36.

Question: Sand materials are stockpiled and categorized as sub-grade materials, type I materials, etc. The utilization of these materials may prove beneficial for other phases of the project also, such as utilization of materials for temporary berms, etc.

Will the sand materials be available for any and all uses in the construction of the landfill components, given that the particular sand materials will meet the intended parameters of that particular component? If the sand is not available for any and all uses in the construction of the landfill, specifically what uses are denied to the Contractor?

Answer: Type 1 Sand stockpiled on-site shall be used by the contractor for all permanent elements of work requiring this material as delineated in the Contract Documents. Temporary uses will not be permitted. Also see Addendum 5 and 6.

Question: In regards to the requirement to negotiate with MBE/WBE subcontractors if that MBE/WBE is within 10% of the low subcontractor, please explain the procedure for negotiation with the MBE/WBE. Specific questions:

- a. Does this requirement to negotiate intend that the General Contractor be required to accept a higher price than originally bid for the work at the time of bid opening? If so, will Metro reimburse the General Contractor for the difference in cost or should General Contractor assume that if a MBE/WBE contractor is within 10% of the low bid for that item of work that the General Contractor should accept the higher MBE/WBE price?

Answer a: No. The Contractor is not required to accept a higher price

- b. Does this requirement to negotiate intend that the General Contractor to not obligate himself to the apparent low subcontractor with the intent that the MBE/WBE will meet that apparent low bidders' price?

Answer b: Please refer to definition of negotiable in Appendix G. Paragraph 2.04.110 (p).

Question: Review of the specifications indicates that there is no provision or requirement of utilizing low ground pressure equipment or a requirement for specially placed thicknesses of cover material over the liner material during the construction phase of the project.

Answer: The Contractor shall refer to the geosynthetic product manufacturer's requirements for quality assurance prior to selecting placement methods or equipment requirements. The contractor is responsible for preventing all damage or disturbance of the geosynthetic products and all other work required by this contract (e.g., piping) until Metro/Engineer final acceptance.

Question: Currently on Subarea 2 there is a landfill gas (LFG) collection system in place. Will this be removed prior to the general contractor starting work? Will this material be available for use in the temporary system?

Answer: The PVC piping existing in Subarea 2 will not be removed prior to the SA 2 & 3 contractor starting work. This material will be removed by the contractor as part of the clearing and grubbing of the area. The material was used for a well "draw-down" test performed in the summer of 1992 and sized and routed for the testing purposes only. The contractor may use this material as part of their temporary gas collection system piping solely at their own risk. Metro makes no claims or warranties as to the condition or integrity of the piping or fittings which exist in Subarea 2.

Question: Who is responsible for the removal of the LFG monitoring probes? Or are these the "H wells" that will be raised?

Answer: The LFG pressure monitoring probes will be removed by others prior to the SA 2 & 3 contractor starting work.

Question: The specifications require PVC pipe to be utilized for the temporary LFG system. Is it possible to substitute another, more flexible piping material? This substituted piping will facilitate ease of movement.

Answer: PVC pipe was specified for use in the temporary system primarily because of its relative rigidity and ease of construction as compared to other piping materials such as HDPE. Rigidity is important in the temporary system as the piping may be required to span short distances during the cover construction operation while continuing to provide continuous slope to low-points in the system for condensate drainage. For these reasons, the contractor is instructed to bid the temporary gas system using PVC pipe and fittings as specified. Substitutions will be considered after the successful bidder has been given Notice to Proceed, as stated in Section 01600, Part 1.3, Substitutions Review and Approval Procedure.

Question: What type of concrete hauling vehicle will be allowed over the entire site on the finished grade without potentially disturbing the geomembrane? A ten cubic yard concrete truck or a Case 580 rubber tire loader or a crawler loader or etc.?

Answer: The Contractor shall refer to the geosynthetic product manufacturer's requirements for quality assurance prior to selecting concrete placement methods or equipment requirements. The contractor is responsible for preventing all damage or disturbance of the geosynthetic products and all other work required by this contract (e.g., piping) until Metro/Engineer final acceptance.

Question: If while grading in the areas where asbestos is shown and we uncover asbestos or any other hazardous material, how will payment of special handling be paid for?

Answer: As negotiated in a change order.

Question: Are there any requirement, restriction, or information in the documents listed under section 0200 that would require the contractor to do additional work or be responsible for additional cost that are not covered in the General or Technical portions of the contract Specifications?

Answer: Reference applicable portions of the General Conditions of the Contract Documents.

Question: Is the initial labor and equipment for installation of the temporary gas system paid for under item 94 & 95?

Answer: Yes.

Question: Should the unit for item #94 be man-hours instead of just hours?

Answer: Yes. In fact, all "per-hour" designations should be in "per man-hour."

Question: If there is any excavation of refuse required to meet subgrade, how will it be paid for? Per the specs., refuse excavation is incidental to gas wells, condensate tanks, and the sedimentation basin. It is impossible to tell due to the various depths of existing cover if, where, and how much of this may occur. This type of excavation will differ from unsuitable item #6 and may warrant an additional bid item.

Answer: The cost of any excavation of refuse required to meet subgrade shall be included in Bid Item 26.

Question: Is the above ground PVC gas pipe to be painted.

Answer: Yes.

Question: A. 3. 1 page 02272-10 What is considered a weld failure or peel? Are partial peels acceptable? Is the four or five pass criteria being used for the peel testing? Is the NSF 54 definition of FTB being used?

Answer: Partial peel failures are acceptable per NSF54. To be acceptable, four out of five tests for shear as well as peel strength must pass. Refer to Specification Section 02272, Paragraph 1.7.3, Subsection A.3.1 and Addendum Item 12. The NSF54 definition of FTB is being used.

Question: 2.2, A., page 02272-13 Is a temperature of -94F acceptable for low temperature brittleness.

Answer: Yes. Refer to Addendum Item 14.

Question: Will a linear low (LLDPE) resin be allowed to be substituted for the VLDPE resin specified?

Answer: Linear low resin will not be accepted as a substitute for the VLDPE resin specified.

Question: Will a carbon black dispersion rating of A1 and B1 be acceptable?

Answer: Yes. Refer to Addendum Item 14.

Question: In Section 2.2, A. is the density range of .9 to .935 for the clear or compound resin density?

Answer: Density range specified in Section 02272-2.2A is for the finished geomembrane product.

Question: On sheet 8 of 56 the dashed line indicates that no geocomposite shall be used in the south west corner of Sub Area 3. The cross section A14 indicates that a geocomposite will be used. Can you clear this up?

Answer: Geonet composite placement for this contract shall be governed by the three cover types (A, B, C) delineated on the grading plan sheets. That is, geonet composite will be placed in all Type A cover areas and will not be placed in Type B or C cover areas.

Refer to Addendum Item 32 also.

Question: On sheet 7 of 56 there is no method of anchoring the VLDPE liner in this south liner limit. Shall we assume that this area should be constructed with an anchor trench?

Answer: No anchor trench for geomembrane is required.

Question: Is fertilizer listed on page 02930-2 Item 1.6-B (Cover Crop) the same fertilizer listed on page 02275-2 Item 2.1-B (Temporary Erosion Control) as a slow release nitrogen?

Answer: Yes.

Question: Soil Stabilizer listed on page 02930-4 Item 2.4-A lists the product "Aquatrin" or equal. To my knowledge this product has not been manufactured since the late 1970's or early 1980's and was a pectin base organic compound bi-product of Sunkist Orange Juice in Southern California, but there are several products on the market that fall into the naturally occurring and biodegradable category. Depending on the time length required for these products to degrade (from 2 months to 12 months) price of material change greatly.

Answer: Refer to Addendum Item 20 and 21.

Question: Is the application of all seed (PLS) as listed on page 02930-2 item 2.1 or just the Regreen (cover crop) listed on page 02930-3 item 2.1-C (Temporary Erosion Control) and page 02275-2 Item 2.1-A (Temporary Erosion Control)?

Answer: Yes. All seed applications are given in Pure Live Seed (PLS) rates. See Addendum Item 48.

Question: What grade of Erosion Control Blanket, as listed on page 02275-3 item 2.2-A as Bon Terra of DeKowe is required? Both manufacturers make several grades of this material and price changes considerably from the bottom of the line to the top.

Answer: Refer to Addendum Item 16.

Question: Sheet 35 of 56 - Detail P-11 -- Are all backing rings shown in that detail split?

Answer: All backing rings shown in Detail P11 are split.

Question: Sheet 37 of 56 - Detail P-18 and P-19 -- These items need to be located on drawings because of the different quantities.

Answer: The term "condensate trap" shown in the Sheet 25 Gas Piping Symbol Legend references Details P18 and P19. The "condensate trap" term refers to the low points in the gas piping where bid items vacuum valve stations and condensate drip leg fittings are located. Hence, locations for each detail are specified on the gas system drawings. Estimated quantities for vacuum valve stations have been reviewed and changed. SEE ADDENDUM ITEM 4.

Question: Will Metro give the recycled product preference on page 00110-7 to a recycled product which does not explicitly meet the specifications?

Answer: Metro will give the recycled product preference to a recycled product which bidders are allowed to include and which meets, to the satisfaction of Metro, all of the criteria listed on page 00110-7. It is Metro's position that a recycled product will not meet standards for being substituted for a non-recycled product unless it is approved as an equal product by Metro's engineer.

As soon as possible, after a request by Metro, bidders must fully demonstrate to the satisfaction of Metro that the above criteria are met. Bidders are strongly cautioned that if the suggested recycled product does not meet the RFB specifications or Metro cannot verify that the specifications can be met by the recycled product, the bidder will nevertheless be required to provide a product meeting the specifications at the unit price included by the Bidder on the bid form. Bidders are also directed to section 00700-8.06, Value Engineering Change Proposals (VECP), which provides incentives for cost saving substitutions following award of the bid.

SMOO\SJL2&3\BIDDING\SIJQ&A2.DOC

279.410 "Retainage" defined for ORS 279.011 to 279.542. As used in ORS 279.011 to 279.542, unless the context otherwise requires, "retainage" means the difference between the amount earned by the contractor on a public contract and the amount paid on the contract by the public contracting agency. [1977 c.727 §3]

279.420 Form of retainage. (1) Money retained by a public contracting agency under ORS 279.435 (6) shall be:

(a) Retained in a fund by the public contracting agency and paid to the contractor in accordance with ORS 279.435; or

(b) At the option of the contractor, paid to the contractor in accordance with subsection (3) or (4) of this section and in a manner authorized by the Director of the Department of General Services.

(2) If the public agency incurs additional costs as a result of the exercise of the options described in subsection (1) of this section, the agency may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the agency shall, upon demand, inform the contractor of all accrued costs.

(3) The contractor may deposit bonds or securities with the public contracting agency or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the public contracting agency. In such event the public agency shall reduce the retainage in an amount equal to the value of the bonds and securities and pay the amount of the reduction to the contractor in accordance with ORS 279.435. Interest on such bonds or securities shall accrue to the contractor.

(4) If the contractor elects, the retainage as accumulated shall be deposited by the public contracting agency in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the public contracting agency. When the public contracting agency is an agency of the State of Oregon, the account shall be established through the State Treasurer. Earnings on such an account shall accrue to the contractor.

(5) Bonds and securities deposited or acquired in lieu of retainage, as permitted by this section, shall be of a character approved by the Director of the Department of General Services, including but not limited to:

(a) Bills, certificates, notes or bonds of the United States.

(b) Other obligations of the United States or its agencies.

(c) Obligations of any corporation wholly owned by the Federal Government.

(d) Indebtedness of the Federal National Mortgage Association.

(6) The contractor, with the approval of the public contracting agency, may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the public contracting agency in a form acceptable to the public contracting agency. Such bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279.400 to 279.542. The public contracting agency shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279.435. Whenever a public contracting agency accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [1977 c.727 §4; 1983 c.690 §15; 1989 c.106 §1; 1991 c.516 §3]

279.430 Limitation on retainage requirements. Unless otherwise specifically included by statute, the provisions of ORS 279.420 or 279.542 shall only apply as between the public contracting agency and the party with whom it contracts. [1977 c.727 §5]

(Payments)

279.435 Prompt payment policy; progress payments on public contracts; retainage; interest; exception; settlement of compensation disputes. (1) It is the policy of this state that all payments due on a public contract for a public improvement and owed by a public contracting agency shall be paid promptly. No public contracting agency shall be exempt from the provisions of this section.

(2) Public contracting agencies shall make progress payments on the contract monthly as work progresses on a public contract for a public improvement. Payments shall be based upon estimates of work completed that are approved by the public contracting agency. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein. The public contracting agency shall pay to the contractor interest at the rate of one and one-half percent per month on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the agency, whichever is the earlier date.

(3) Interest shall be paid automatically when payments become overdue. The public contracting agency shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on public contracts. The public contracting agency shall not require the contractor to petition, invoice, bill or wait additional days to receive interest due.

(4) In instances when an invoice is filled out incorrectly, or when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the public contracting agency shall so notify the contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the contractor within seven days of being notified by the agency, shall not cause a payment to be made later than specified in this section unless interest is also paid.

(5) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between the public contracting agency and the contractor. Whenever a contractor brings formal administrative or judicial action to collect interest due under this section, the prevailing party shall be entitled to costs and reasonable attorney fees.

(6) A public contracting agency may reserve as retainage from any progress payment on a public contract an amount not to exceed five percent of the payment. As work progresses, an agency may reduce the amount of the retainage and the agency may eliminate retainage on any remaining monthly contract payments after 50 percent of the work under the contract is completed if, in the agency's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the contractor, which application shall include written approval of the contractor's surety, except that when the contract work is 97-1/2 percent completed the agency may, at its discretion and without application by the contractor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. Upon receipt of a written application by the contractor, the agency shall respond in writing within a reasonable time.

(7) The retainage held by a public contracting agency shall be included in and paid to the contractor as part of the final payment of the contract price. The public contracting agency shall pay to the contractor interest at the rate of one and one-half percent per month on the final payment due the contractor, interest to commence 30 days after the

work under the contract has been completed and accepted and to run until the date when the final payment is tendered to the contractor. The contractor shall notify the public contracting agency in writing when the contractor considers the work complete and the public contracting agency shall, within 15 days after receiving the written notice, either accept the work or notify the contractor of work yet to be performed on the contract. If the public contracting agency does not within the time allowed notify the contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

(8)(a) The public contracting agency shall pay, upon settlement or judgment in favor of the contractor regarding any dispute as to the compensation due a contractor for work performed under the terms of a public contract, the amount due plus interest at the rate of two times the federal discount interest rate as established by the Twelfth Federal Reserve Bank at the time of settlement or judgment but not to exceed 18 percent, accruing from the later of:

(A) The due date of any progress payment received under the contract for the period in which such work was performed; or

(B) Thirty days after the date on which the claim for the payment under dispute was presented to the public contracting agency by the contractor in writing or in accordance with applicable provisions of the contract.

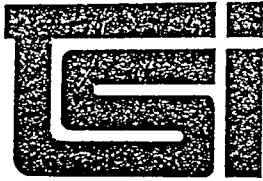
(b) Such interest shall be added to and not made a part of the settlement or judgment. [Formerly 279.575; 1991 c.516 §1]

(Subcontractors)

279.445 Contractor's relations with subcontractors. (1) This section applies to contracts for contractors of public improvements.

(2) A contractor shall not request payment from the public contracting agency of any amount withheld or retained in accordance with subsection (6) of this section until such time as the contractor has determined and certified to the public contracting agency that the subcontractor has determined and certified to the public contracting agency that the subcontractor is entitled to the payment of such amount.

(3) A dispute between a contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection (4) or (5) of this section does not constitute a dispute to which the public contracting agency is a party. The public



TRI-STATE CONSTRUCTION, INC.

General Contracting

TRISTC*356R8

P.O. BOX 3686 • 320 • 106th AVE. N.E. • BELLEVUE, WA 98009-3686
PHONE: (206) 455-2570 • (206) 632-7717 FAX (206) 633-5838

March 1, 1993

METRO
2000 S.W. First Avenue
Portland, Oregon 97201

RECEIVED
MARCH 1 1993

Attention: Robin Smoot

Re: St. Johns Landfill

Dear Mr. Smoot,

Following is a list of subcontractors and suppliers we propose to use on the above project. It is Tri-State's policy to use the low responsible bidders. As all of the quotes have not been evaluated, some changes may be made to this list. All of the WBE/MBE/DBE subcontractors and suppliers, as listed in our bid, will be utilized to the amount shown.

SUPPLIERS:

1) Maskell/Robbins - (206) 775-8600 HDPE pipe and fittings	\$235,103
2) Pacific Water Works - (503) 620-9123 PVC, fittings and valves	42,600
3) North American Soil - (503) 285-5125 Top soil additive	330,000
4) Angell Bros., Inc. - (503) 286-4201 Top soil	105,000
5) Wilkins Trucking Co.- (503) 283-3000 Topsoil	142,500
6) Lone Star Ind., Inc. (503) 222-4210 Gravel, crushed rock	125,000

TRI-STATE CONSTRUCTION, INC.

METRO

March 1, 1993

Attention: Robin Smoot
Re: St. Johns Landfill

Page 2

SUBCONTRACTORS:

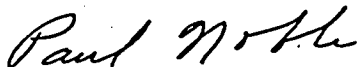
1) Mike Shough Trucking - (503) 252-0963 Low permeable soil	\$300,000
2) Clackamas Constr. Co. Bid item 47 - Perimeter gas trenches	122,400
3) A & G Landscaping - (503) 747-1480 Bid Items 23,24,25 Cover crop	152,938
4) Blessing Electric - (503) 284-1189 Electrical	131,337
5) Pilchuck Mechanical Inc. - (503)251-9091 Bid item 92 - Motor Blower/Flare Facility	540,414
6) Gundle Lining Bid items 18 & 20	1,774,800
7) GeoPacific Lining, Inc. Bid items 18 & 20	1,752,200

The two low liner installers are listed to show comparison. GeoPacific is using SLT sheet. We used GeoPacific in our bid, but there seems to be some question on SLT sheet. This determination should probably be made by the engineer.

If there are any further questions, please contact me.

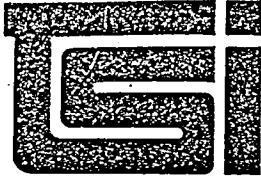
Sincerely,

Tri-State Construction, Inc.



Paul Noble

PN/tu



TRI-STATE CONSTRUCTION, INC.

General Contracting

TRISTC 356R8

P.O. BOX 3686 • 320 - 106th AVE. N.E. • BELLEVUE, WA 98009-3686
PHONE: (206) 455-2570 • (206) 632-7717 FAX (206) 633-5838

March 1, 1993

METRO
2000 SW First Avenue
Portland, Oregon 97201

Attention: Robin Smoot
Project Manager

Regarding: St. Johns Landfill

Dear Mr. Smoot,

As requested we are enclosing the following information.

- A) TSI equipment list.
- B) TSI personnel available for this project.
 - 1) Jim Solberg - project superintendent. Jim has completed landfills for the following agencies: Thurston County, Midway Landfill, Island County.
 - 2) Ron Haskins - foreman: Thurston County, Midway Landfill, and Cedar Hills Landfill.
 - 3) Felix Natermas - foreman: Midway Landfill.
 - 4) Dan Dow - field engineer: Cedar Hills Landfill and Midway Landfill.
 - 5) Jim Stein - field engineer - P.E.: Thurston County and Island County.

We are a union contractor and operators, laborers and teamsters that have worked for us on other landfill projects are still in our employment.

- C) It is anticipated that over 70% of the labor on this project will be completed by Tri-State personnel.

TRI-STATE CONSTRUCTION, INC.

METRO

March 1, 1993

Attention: Robin Smoot
Re: St. Johns Landfill

Page 2

- D) Tri-State has completed three landfills involving procuring and placing of low permeable soil. Midway Landfill had one foot of clay on a 55 acre site. Thurston County involved placing 76,000 cy of clay. Island County required approximately 3,000 cy of clay.
- E) Tri-State has been in business for over 35 years and has a bonding capacity of over 50,000,000. Tri-State has never breached any contractual obligations to any public or private agency.

Some of the landfills we have completed are as follows:

<u>Project Name</u>	<u>Owner/Contract</u>	<u>Tel. Number</u>	<u>Contr. Amt.</u>	<u>Size</u>
Cedar Hills	King County Shirley Jurgenson	(206)296-4411	\$5+ Mil	40 Ac.
Midway	City of Seattle Herb Johnson	(206)684-5082 (206)684-5135	\$9+ Mil	55 Ac.
Hawks Prairie	Thurston County Dave Merrell Jeff Sternhagen	(206)786-5485 (206)786-5136	\$9+ Mil	120 Ac.
Island County	Island County David Bonvouloir	(206)679-7339	\$1.2 Mil	10 Ac.

Additional Reference:

SCS Engineers
Greg Smith
Dennis Cearns (206)822-5800

TRI-STATE CONSTRUCTION, INC.

METRO

March 1, 1993

Attention: Robin Smoot

Re: St. Johns Landfill

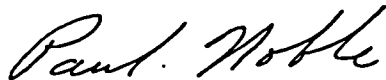
Page 3

We are also enclosing a copy of a City of Seattle Contractor Performance Evaluation on the Midway Landfill project.

If you require any additional information, please contact me.

Sincerely yours,

Tri-State Construction, Inc.

A handwritten signature in cursive script that reads "Paul Noble".

Paul Noble

Enclosures

PN/tu

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
A05	1979	Olds Delta 88	3N69N9M299535	UGP 360
A08	1982	Chev Monte Carlo	1C1AZ37KOCR104905	ERE 545
A13	1985	Chev Blazer	168CT18B6F0112434	LT 7125
A17	1989	GMC Jimmy	1GKCT18Z5K8504856	10608 P
A18	1990	Cadillac Fleetwood	1G6CB5336LA207342	992 CKT
A19	1990	Chev Blazer	1GNEV18K3LF109936	65705 P
A20	1990	Chev Blazer	1GNEV18K8LF130362	931 CDS
A23	1991	Ford Explorer	1FMDU34X9MUC53357	
A21	1991	Ford Explorer	1FMDU34X6MUA51835	
AT01	1958	Asphalt Trailer	FEC004171H2131	FA 3549
BT02	1980	Kenworth Boom Truck	1301186504	19345 N
EH03	1979	Kenworth Tractor	177226S	TS 3635
EH04	1989	Mack	M21Y040C2KM004587	15199 P
ET01	1971	HP20T Hyster Tilt Top Trailer	15750	Q 70552
ET02	1978	Peerless Lowbed Semi-Trailer	T7825777	JP 8479
ET02A	1978	Peerless Jeep Semi-Trailer	T782576	JD 2830
ET03	1977	Miller OT40A Tilt Top	20195	JA 8559
ET04	1979	Pioneer 20 Ton Tilt Top	59207	JE 5213
ET05	1973	Pointer Willamette Lowbed	S2073	FF 6893
ET07	1986	Traileze 25 Ton Trailer	1DA72TT29GP008316	AF 3972
ET12	1979	Great Dane 40' Trailer	M23823	
ET08	1981	Ben's Welding 42' F/B	WA86127387	
ET06	1987	40' Trailer	252067-52	
FB07	1969	Chev Flatbed	CE639P849277	L 81874
FB10	1972	Chev Flatbed	CCE632V127188	86661 J
FB11	1969	Ford Flatbed	F60BCE34903	ZP 6580
FB13	1967	Ford Flatbed	F50BRA86377	U 53240
FB14	1969	Ford Flatbed	F60BRE73968	86406 J
FB15	1970	Chev Flatbed	CE230Z119454	HZ 9828
FB16	1975	Chev Flatbed	CCE675V130964	PN 2589
FB19	1971	GMC Flatbed	CE303Z113432	HA 9829
FB23	1980	Ford F600	F60HVGGA1780	T 40585
FB25	1975	GMC Flatbed	TCE624V563821	F 65708
FB26	1991	Chev 1-Ton Flatbed	1GBJC34K1ME168817	36268 U
FB24	1973	GMC Flatbed	TCE62TV562491	

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
FT01	1972	Chev Fuel Truck	TCE43WV534187	TR 9907
FT03	1973	Ford Fuel Truck	F61CRE33776	LA 2021
FT04	1968	Chev Fuel Truck	CE63B122297	TZ 7843
FT06	1973	Chev Fuel Truck	CCE613V126901	T325791
FT07	1969	Int'l Loadstar	416060H925578	
GT03	1969	Ford Grease Truck	M80CUF50336	H 32939
GT06	1974	Kenworth	136592	
GT07	1971	Kenworth	119010	H 31331
JA01	1974	Flatbed	TCA624V556691	GV 6820
P32	1977	Chev P/U	CCL247J175641	XN 1850
P33	1978	Chev P/U	CCZ148Z130374	H 52647
P34	1978	Chev P/U	CCZ148Z138652	J 52772
P35	1978	Chev P/U	CCL248J115101	XU 5366
P41	1979	Chev P/U	CCL249F371827	XV 9350
P42	1980	Chev P/U	1GCEC24H5BZ103969	TY 8783
P45	1980	Chev P/U	CCL24A1135536	TZ 8432
P46	1981	Chev P/U	1GOG24M7BZ145548	HC 5321
P52	1985	Chev P/U	1GCCS14B5F2220384	UG 8027
P54	1986	Chev P/U	2GCDC14H261100615	NCH 470
P64	1986	GMC P/U	1GTDC14H7GJ510414	US 5581
P66	1986	GMC P/U	1GTDC14H2GJ510255	US 5585
P69	1986	Chev P/U	1GTER14Z6HJ517190	62797 J
P70	1986	Chev P/U	1GCG24J159670	US 6463
P71	1988	GMC P/U	1GTDK14H1JE523193	14793 N
P72	1988	GMC P/U	1GTFC24H9JE532820	19298 N
P74	1988	Ford F250	1FTHF26G77PB84587	PLW 139
P75	1989	Ford F250	1FTEF25N6KPA17318	PVM 209
P76	1989	Ford	1FTHF26HOKPB13077	QDL 784
P78	1989	Chev 3/4 Ton	1GTGC24K2KE549881	66937 P
P79	1989	Chev 3/4 Ton	1GTGC24K2KE549329	66936 P
P80	1990	Chev	1GCDC14K3LZ114083	65722 P
P81	1990	Ford F250	2FTHF25HOLCA01142	67705 R
P82	1990	Ford F250	2FTHF25GOLCA01424	RGJ 165
P83	1990	Ford 3/4 Ton	2FTHF26H8LCA92661	RET 477
P84	1990	Ford F250	2FTHF25G3LCA30318	RJV 828
P85	1990	Ford F250	2FTHF25H6LCB24346	RJV 829
P86	1991	Chev 3/4 Ton	1GCGC24KOME143231	82256 T
P87	1991	Chev 3/4 Ton	1GCGC24KOME 143343	82255 T

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
PICK-UP TRUCKS CONTINUED				
P88	1991	Chev	1GCGC24KOME124416	91541 T
P89	1991	Ford F250 2x4	2FTEF25H3MCA13628	36622 U
PT01	1978	Fruehauf Pup Trailer	FRZ685201	7006 JD
PT02	1978	Fruehauf Pup Trailer	FRZ685202	7005 JD
PT03	1980	PTEVS-50 Pup Trailer	TW1801830	WH 3454
PT04	1980	PTEVS-50 Pup Trailer	TW6791799	WH 3455
PT05	1985	Truckweld Pony Trailer	1BN1B1329FK18900	WX 1077
PT06	1985	Truckweld Pony Trailer	1BN1B1320FK1890A	WX 1078
PTT01		Pipe Test Trailer	78195	
RT03	1980	Chev Service Truck	CCT33AV124546	TY 2750
RT05	1984	Chev Service Truck	1GBED1A1EV118236	TY 5953
RT06	1986	GMC Service Truck	1GDHC34W5GH21077	US 8705
RT08	1988	Ford F450 Service Truck	2FDLE47GOJCA33169	T466348
ST01	1970	Sign Trailer	WN68356280	Z 94688
ST02	1983	Sign Trailer Achas Traffic	3133	
ST03	1987	Arrowlite Arrowboard	610137	
ST04	1987	Arrowmaster Seq. Arroboard	D870028/15	
DT01	1990	Loadking Dump Trailer	1B4D32236L2116787	2450 JY
DT02	1984	Fruehauf Dump Trailer	4D02721EF06420	
SW01	1962	Mobile Sweeper	4143	U 98661
T04	1966	Mack Dump Truck	R611ST1157	R 86342
T14	1974	Mack Dump Truck	RD686S1102	H 84054
T15	1971	Kenworth Tractor	122008	H 53115
T16	1973	Kenworth Tractor	132329	65830 N
T21	1980	Kenworth Dump Truck	183056S	UT 1016
T22	1980	Kenworth Dump Truck	183057S	TY 7371
T23	1984	Kenworth Tractor	1XKWS29XXES318458	LT 7154
T24	1984	Kenworth Tractor	1XKWD29X2ES319491	US 9910

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
DUMP TRUCKS/TRACTORS CONTINUED				
T25	1971	Mack Dump Truck	R797S1147	04901 N
T26	1986	Mack Dump Truck	1M2P141C8GA003837	T460085
T27	1986	Mack Dump Truck	1M2P141C7GA003859	T460086
T28	1986	Mack Dump Truck	1M2P141C3GA003860	T472565
T29	1989	Mack Dump Truck	1M2P141C6KW007736	E 94729
T30	1991	Mack	1M2P270C4MM010780	87264 T
T31	1991	Mack	1M2P270C6MM010781	87265 T
TR01	1972	Peerless Belly Dump	725247	FA 6234
TR02	1972	Peerless Belly Dump	725248	FA 6233
TR05	1973	Fruehauf Belly Dump	FRR516505	FE 5221
TR08	1974	Fruehauf Belly Dump	FRS555402	FH 8132
TR10	1977	Peerless Belly Dump	W772567	JA 8557
TR11	1977	Peerless Belly Dump	W772566	WM 1012
TR06	1973	Fruehauf Trailer	FRR515002	5586 JS
TR09	1974	Fruehauf Belly Dump		
TT01	1963	Int'l Tack Truck	VC192FD21933	PO 7538
TW05	1968	Mack Water Truck	RL781LST3522	H 16249
TW06	1974	White Water Truck	4GJ2PNH818309	H 53373
TW07	1966	Mack Water Truck	R611ST1158	H 10364
TW08	1970	Mack Water Truck	R611ST5860	H 41497
TW09	1974	Kenworth	136593S	H 53318
WT01	1967	Ford Weld Truck	F35YRB16509	UL 1837
WT02	1970	Ford Truck	F60DRG96036	A 25962

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
C06	1970	Portable Air Compressor	101301	
C07	1974	Worthington 160QT Compressor	8212333	
C08	1976	Gardner-Denver Air Compressor	667713	
C09	1976	Sullair 185 Ptbl Air Compressor	25854BGF	
C10	1977	Gardner Denver Air Compressor	690795	
C11	1977	Gardner Denver Air Compressor	696954	
C12	1983	Compressor W/Beale Pump	9015BA	
C13	1983	Gardner Denver SP190 Compressor	W26292	
C14	1984	Ingersoll-Rand Air Compressor	1357373	
C15	1986	Ingersoll-Rand Air Compressor	72797RC1	
C16	1987	Ingersoll-Rand Air Compressor	155996	
CV01		610 Power Pack Trench Filler	2251	
CV02		Mitts & Merrill Chipper	#M7243	
CV03	1983	Eager Beaver Chipper	4 754R	
CV04		Layton F525 Paver	F8883-N-9	
D10	1974	HD21B Allis-Chalmers Crawler	19095	
D11	1974	D3 Cat Tractor	79U0880	
D13	1975	D6C Cat Tractor	10K11075	
D14	1975	450 Case Tractor	3059714	
D17	1976	JD550 John Deere Dozer	256252T	
D18		D6C Cat Tractor	10K7790	
D19	1978	TD7E International Dozer	4335	
D20	1966	JD350 John Deere Dozer	013938	
D21	1978	JD350C John Deere Dozer	291570	
D22	1979	JD350C John Deere Dozer	302892	
D23	1978	D65P Komatsu Dozer	31006	
D24	1979	TD15C International Dozer	4354	
D25	1975	D7G Cat Dozer	92V1674	
D28	1982	D3B Cat Dozer	28Y918	
D29	1983	D6D Cat Tractor	6X1475	
D30	1984	TD7E International Crawler	9795	
D31	1984	TD7E International Crawler	10106	
D32A	1983	Komatsu Wide Track	40057	
D33	1986	TD7E International Crawler	10036	
D34	1986	D8L Cat	53Y04332	
D35	1987	D9H Cat Crawler Tractor	090V07443	
D36	1989	Dresser TD8G Crawler Tractor	594	
D16	1976	D3 Wide Track Tractor	6N00608	
D37		Cat D6H Track Tractor	8253643, 3YG00523	

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
DB01	1972	H16 Champion Breaker	2108	H33637
DI01	1990	Kewanee 16' Offset Blade	102,352	
DI02	1991			
DS01	1941	Fruehauf Dry Shack	C21910	
DS02	1944	Fruehauf Dry Shack	C11045	
DS04	1956	Fruehauf Dry Shack	WA2200	
DS05	1956	Fruehauf Dry Shack	WA2201	
DS07	1973	Evergreen Job Trailer	1273-104	
DS08	1976	Mico Office Trailer	S7009	
DS09	1968	Gindy Dry Freight Van	44776	
DS10	1968	Gindy Dry Freight Van	44743	
DS11		Trailmobile Dry Van	A11A1SAFB16352	
DS12	1968	Strick Dry Shack	B11792	
DS13	1968	Strick Dry Shack	B12447	
DS14	1965	Strick Dry Shack	P574356	
DS15		Strick Dry Shack	B25409	
DS16	1973	Trans. Office Trailer	01320227	
DS17		Klink Trailer	U6738	
DS18	1964	Trailmobile Van	215696	
DS19	1978	Evergreen Job Trailer	878 107	
DS20	1976	Trailco Office Trailer	760B166	
DS21	1980	8' x 24' Job Shack	875 112	
DS22	1981	40' Great Dane Van	34731	
DS23	1990	Modulair		
FL01		Cat Forklift	72Y869	
FTR1	1953	Curtis Firetruck	WNS178740	
GE01		Kato AC Generator	52254	
GE02	1983	Deutz FGL Generator 50 KW	6434753	
GE03		Cat Diesel Generator	66D47510	
GE04		Cat Diesel Generator	90U11707	
GE05		PACO Diesel Generator 40 KW		
GE06		25 KW Generator Set	3601112	
GE07		Homelite 176B140 Generator	HL0300175	

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
GPP1		Cummins Diesel Power Unit		
G02	1970	#14 Cat Motor Grader	72G314	
G04	1978	#14 Cat Motor Grader	96U2681	
G05	1983	#14 Cat Motor Grader	96U6228	
G06		#14 Cat Motor Grader	96U00213	
G07	1989	#14G Cat Motor Grader	96U07606	
G08	1982	#14G Cat Motor Grader	96U5777	
H01		395BD American Crawler	GS4770	
HB01	1973	G264 Arrow Breaker/Hammer	1206	
HH01	1963	530 Case Constr King B/H Loader	822083	L 57748
HH11		190 Dynahoe Loader and B/H	1180	
HH12	1971	580B Case Backhoe	8688178	
HH15	1972	190B Dynahoe B/H Tamper	D190CD1697	
HH20		190B Dynahoe B/H Tamper	1954E	
HH23	1974	Model 40 Drott Crawler B/H	4AD19845	
HH24	1975	866D Koehring Backhoe	12VA38079	
HH24C	1989	LaBounty Shear	220026 Tag 69653	
HH27	1969	71B Bucyrus-Erie Backhoe	130224	
HH28	1975	35DH Northwest Backhoe	27003	
HH29	1976	Koehring Backhoe 1266D	C17654	
HH32	1976	580C Case Backhoe	8954532	
HH33	1977	D580C Case Backhoe	5379401	
HH35	1978	FF211S Ford Backhoe	C527796	
HH38	1978	40DEC Drott Backhoe	6270737	
HH39	1978	40DEC Drott Backhoe	6270756	
HH40	1978	190 Dynahoe B/H Tamper	D50089E	
HH41	1978	190 Dynahoe B/H Tamper	D50105E	
HH45	1979	190 Dynahoe B/H Tamper	D50088E	
HH48	1983	245 Cat Backhoe	95V1042	
HH49	1983	FMC LS6400 Linkbelt Excavator†	50H3616A	
HH50	1985	Komatsu Excavator PC220LC3	20503	
HH51	1986	Cat 416 Backhoe	5PC01302	
HH52	1986	Case 580E Backhoe	9874435	
HH53	1986	Komatsu PC400LC-3	96M0284	
HH55	1987	Ford 555B Tractor	C766673	
HH56	1987	O & K Model RH20	44038	

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
HH57	1986	Komatsu PC200LC3 Excavator	25397	
HH58	1987	Case 580K Backhoe	17421575	
HH59	1987	Case 580K Backhoe W/Hyram Brkr	17425666	
HH60	1988	Takeuchi TB36 Excavator	36216	
HH61	1988	Case 580K Backhoe	JJG0009229	
HH62	1989	Cat 235C Excavator	5AF 00447	
HH63	1990	Case 580K Backhoe	JJG0024262	
HH64	1989	Cat 416 4x4 Backhoe	5PC07461	
HH65	1989	Cat 416 Backhoe	5PC07214	
HH66	1990	Komatsu PC50LC3 ;	11043	
HH67	1990	Cat 235C Backhoe	5AF01194	
HH68	1989	Cat 436 Backhoe Loader	5KF00783 - U365959T	
HH69	1991	Cat EL200 Excavator	7DF01625	
HR01		Allied 730 Hyram	0898 - Tag 69171	
HS01		Finlay Hydrascreen 50/30E	0373	
HS03		Thunderbird Screen	154W/620332BG105	
L04	1965	966B Cat Loader	75A1415	
L05	1973	966 Cat Loader	76J5916	
L08	1973	966 Cat Loader	76J6566	
L09	1975	980 Cat Loader	89P4875	
L12	1978	966 Cat Loader	76J121253	
L13	1975	980 Cat Loader	89P4009	
L14	1983	966D Cat Loader	99Y2102	
L15	1983	988C Cat Wheel Loader	50W878	
L16	1986	980C Cat Wheel Loader	63X06489	
L17	1986	Komatsu Wheel Loader WA45A1	21C04613	
L19	1984	950B Cat Loader	65R1403	
L20	1989	Case 1845C Uniloader	JAF0039947	
L21	1988	Cat 980C Wheel Loader	63X8237	
PLF01	1990	Pipe Linder Fusion Unit	#412	

TRI-STATE CONSTRUCTION, INC.

ATTACHMENT "A"

EQUIP NO.	YEAR	EQUIPMENT DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER
PS05		631D Cat Scraper	13G4423/S8F787	
PS06		631D Cat Scraper	13G4390/28F797	
PS07		631D Cat Scraper	13G4438/28F813	
PS08		631D Cat Scraper	13G4804/28F904	
PS09		631D Cat Scraper	24W1710	
PS10	1978	631D Cat Scraper	24W2634	
PS11	1978	641B Cat Scraper	65K819	
PS12	1978	641B Cat Scraper	65K817	
PS13	1978	641B Cat Scraper	65K971	
PS14	1978	641B Cat Scraper	65K887	
PS15	1978	641B Cat Scraper	65K888	
PS16	1978	641B Cat Scraper	65K975	
PS17	1988	631E Cat Scraper	1NB00612	
PS18	1988	631E Cat Scraper	1NB00614	
R01		Raygo Rascal 400 Vibr. Roller	01E0453	
R02		Hyster C350 Steel Wheel Roller	A89C17414	
R03		Hyster Vibratory Roller	A113C1719T	
R04	1979	Tampo Roller	GMC35544	
R05		Tampo RS28D Roller	GMC3154A/26601	
R06		Wacker Tamper	324 903 152	
R07		Layton 607WW Vibratory Roller	7WV417-9	
R08		Tampo Roller	2100543A	
R09		Bomag BW213D Roller	101400260178	
R10		Ingersoll Roller SD100D	5058	
R11		Case 252 Roller	841117538	
R12	1989	Bomag 213DS Compactor (LEASE/PUR)	101400260145	
R17	1989	Ingersoll Rand Roller	S/P480D	
R18	1988	Cat Compactor 825B	43N 1449	
SCV01	1983	Felco Backfill Conveyor	26, TAG67264	
SCV02	1983	Kros Conveyor, Self-propelled		
SCV03	1983	Kros Conveyor, Model 48R	48R 112	
SCV04	1989	70'x30" Portable Stack Conveyor		
SSL3		623 Cat Scraper	46P935	
SSL4		261B Allis-Chalmers Scraper	30C00433	
TL06		941 Cat Traxcavator	80H3640	
TL07		955 LGP Cat Traxcavator	13X2028	

Seattle Engineering Department



SEATTLE ENGINEERING DEPARTMENT CONTRACTOR PERFORMANCE EVALUATION FORM

Gary Zarker, Director
Norman B. Rice, Mayor

To: DAS, Public Works Contracting

Project: MIDWAY LANDFILL - FINAL COVER SYSTEM Job Number: S12AAC

Contractor: GAGLE LINERS Prime _____ Sub X
GAGLE WEST, INC

Use Rating Guide -- Circle Points

A. Project Management:			
1. Submittal Compliance	(4)	3	0 NA _____
2. Project Schedule/Adherence & Completion.....	(12)	9	0 NA _____
3. Supervision.....	8	(6)	0 NA _____
4. Construction Personnel.....	4	(3)	0 NA _____
B. Job Site Management and Control:			
1. Equipment.....	(4)	3	0 NA _____
2. Material Delivery and Storage.....	8	(6)	0 NA _____
3. Maintenance of Job Site.....	8	6	0 NA _____
4. Traffic Control.....	12	9	0 NA _____
5. Safety.....	(16)	12	0 NA _____
C. Quality of Product:			
1. Material.....	8	(6)	0 NA _____
2. Workmanship.....	(16)	12	0 NA _____

COMMENTS (Reference to above):

TOTAL POINTS 73

A1: ALL SUBMITTALS TIMELY, COMPLETE, COORDINATED WITH CITY'S NEEDS.

TOTAL POSSIBLE POINTS (do not include NA's) 84

A2: SUB WORKED AROUND SCHEDULE AND RE-SCHEDULE. CREWS FROM TEXAS & OKLAHOMA STILL HAD FLEXIBILITY

PERCENTAGE SCORE 87%

B1: EQUIPMENT WELL MAINTAINED AND SPECIALIZED FOR NEEDS. ADEQUATE SUPPLY OF BACKUP.

Use reverse for additional space

Overall Evaluation: Excellent; Acceptable; Unacceptable
See Reverse for Explanation

Rated by: [Signature] Title: SENIOR CIVIL ENGR Date: 8/18/92

Construction Section:
[Signature] 9/25/92
Principal Construction Engineer / Date

Concurrence:
[Signature] 9/25/92
Principal Assistant Director / Date of Engineering

OVERALL EVALUATION EXPLANATION:

EXCELLENT (Over 85)---The contractor generally exceeded the minimum requirements or expectations on many of the areas rated. The product quality was very good which in turn reflected a high level of cooperation and good project management and job-site control. The contractor is commended for excellent performance.

ACCEPTABLE (65 to 85)---The overall performance by the contractor was satisfactory; certain rated areas may reflect performance levels above or below minimum requirements or expectations. The product quality was acceptable. It is suggested that the contractor review the lower rated areas as a critique to assist in improving future performance; the higher rated areas are intended as a commendation.

UNACCEPTABLE (Under 65)---The contractor's performance generally did not meet minimum requirements or expectations. Although certain rated areas may have been satisfactory or better, there are a preponderance of areas, important to the City, which reflect poor performance. While the final product may have been accepted by the City, problems with the contractor's project management and/or job-site control created difficulties in reaching this end. It is suggested that the contractor review the lower rated areas as a critique to assist in improving future performance.

ADDITIONAL COMMENTS:

B5: SUBCONTRACTOR SAFETY PROGRAM DEVELOPED FOR
SPECIALIZED WORK AND HAS FULL SUPPORT OF ALL
WORKERS. SPECIALLY DESIGNED FOR HAZARDOUS MATERIAL
ENVIRONMENTS.

C2: VERY GOOD FINISHED PRODUCT. CONTINUOUS
TESTING OF SEAMS IN LINE IDENTIFIED ONLY
FEW PROBLEMS. SEAM STRENGTHS TESTED AND
FOUND ACCEPTABLE. RECORDS WELL KEPT

1400111
Misc. Info

SUPPLEMENT TO PREQUALIFICATION QUESTIONNAIRE - TRI-STATE CONSTRUCTION, INC.
ATTACHMENT "C"

LIST OF CONSTRUCTION PROJECTS THIS ORGANIZATION HAS UNDERWAY AT SEPTEMBER 30, 1991

Contract \$ Amount	% Comp	Class of Work	Project Name/Owner	Agency Address	Phone # & Contact
\$ 1,196,000	99%	1,2,4,7,14,15 19,34	St Vincent's Hospital Parking Structure Mult- nomah County	Andersen Construction P O Box 6712 Portland, OR 97228	503 283 6712 Greg Martin
2,314,000	99%	1,2,19,24,30,34	Arlington Excavation Gil- liam County - Module 3	Oregon Waste Systems, Inc. Star Route Box 6 Arlington OR 97812	503 454 2030 Doug Coenen
3,908,000	80%	15	Carkeek Flow Transfer METRO	METRO of Seattle Exchange Bldg - 821 2nd Ave Seattle WA 98104-1598	206 684 1894 Bill Baker
2,502,000	99%	1,2,4,11,27,32 34,35,40	Highway 6 Slide Correction Tillamook County Oregon D.O.T.	Oregon Dept of Transportation 11320 NE Marx Portland OR 97220	David Jones 503 257 4211
785,000	81%	1,2,4,12,15,16, 24,30,34,38	New Taxiway West End Surcharge Project No. 20724/520	Port of Portland 7267 NE Airport Way Portland OR 97218	Dick Rush 503 231 5000
5,293,000	30%	1,15,21,22	South End Interceptor, NW Segment - Everett	City of Everett Public Works 3200 Cedar Street Everett WA 98201	206 259 8820 Bob Chervenell
121,000	99%	1,15,19,34	St Vincent's Hospital Storm Drainage Multnomah	Andersen Construction P O Box 6712 Portland OR 97228	503 283 6712 Greg Martin
12,300,000	56%	1,4,15,19,22 31,34,46	Harbour Pointe Grade, Site Improvements	Boeing Harbour Pointe Field Office 4702 Harbour Pointe Blvd Mukilteo WA 98275	Al Maszk

SUPPLEMENT TO PREQUALIFICATION QUESTIONNAIRE - TRI-STATE CONSTRUCTION, INC.
 ATTACHMENT "C"

LIST OF CONSTRUCTION PROJECTS THIS ORGANIZATION HAS UNDERWAY AT SEPTEMBER 30, 1991

Contract \$ Amount	% Comp	Class of Work	Project Name/Owner	Agency Address	Phone # & Contact
\$8,500,000	99%	1,2,4,13,15,24 34,56,57	Midway Landfill Seattle Contract BPW 89-56	Seattle Engineering Dept Rm 910 Seattle Muni Bldg 600 4th Avenue Seattle WA 98104-1879	206 684 5000 Gary Zarker
4,329,000	90%	1,2,3,4,5,8,9,11 12,31,15,16,17,18 19,20,23,24,27,28 30,31,32,34,38,40,46,47,56,58	Northgate Park 'n Ride Contract #3720	Washington State D.O.T. 9029 El Capitan Way Suite A-2 Everett WA 98208	206 339 1702 Steve Miller
6,455,000	98%	1,2,3,4,6,11,13 14,17,19,24,27 30,34,38	Camas Mountain Wayside	Oregon Dept of Transportation P O Box 1128 Roseburg OR 97470	503 440 3399 Bob Aldrich
884,000	92%	1,2,3,4,6,12,15,16 19,20,23,24,27,31 32,34,35	NE 50th and NE Ravenna Wall - Seattle	Washington D.O.T. 6431 Corson Avenue South Seattle WA 98108	206 764 4108 Ralph Wessels
3,232,000	99%	1,2,4,5,12,15 16,20,24,30,38 47	Airtrans Center Cargo Apron - Phase II	Port of Portland 7627 NE Airport Way Portland OR 97218	503 231 5000 Brett Hockley
2,036,000	86%	1,30,34	Associated Sand & Gravel Pit Reclamation	Associated Sand & Gravel P O Box 2037 Everett WA 98206	206 624 0301
9,295,000	83%	1,15,32,34,24	Hawks Prairie Landfill Development & Closure	Thurston County Public Works Solid Waste/Spec Proj Section 2000 Lakeridge Drive SW Olympia WA 98502	206 786 5136 Jeff Sternhagen

SUPPLEMENT TO PREQUALIFICATION QUESTIONNAIRE - TRI-STATE CONSTRUCTION, INC.
 ATTACHMENT "C"

LIST OF CONSTRUCTION PROJECTS THIS ORGANIZATION HAS UNDERWAY AT SEPTEMBER 30, 1991

Contract \$ Amount	% Comp	Class of Work	Project Name/Owner	Agency Address	Phone # & Contact
\$ 685,000	01%	1,4,15	Kitsap Pump Station City of Bremerton	City of Bremerton Municipal Utilites Division 3027 Olympus Drive Bremerton WA 98310-4799	206 278 5318 Dennis Coburn
793,000	64%	1,2,19,30,32,34	Faraday Dam Grading Portland General Elec	Portland General Elec Co 121 SW Salmon Street Portland OR 97204	503 464 8748 George Hutcherson
900,000	31%	1,11,15,16,17 19,24,30,32,34 40,57	Central Landfill 1991 Interim Action - Centralia Landfill Closure Group	CH2M Hill P O Box 91500 Bellevue WA 98009-2050	206 453 5000 Elaine Springer
3,910,000	05%	1,31	Water Transmission Line #2 City of Everett	City of Everett Public Works 3200 Cedar Street Everett WA 98201	206 259 8800 Timothy Marks
734,000	01%	1,15,34	Rivergate Industrial Distr Harborgate Subdivision Utilities	Port of Portland P O Box 3529 Portland OR 97208	503 240 2244 John Durst

Robin:
Misc. Info

SUPPLEMENT TO PREQUALIFICATION QUESTIONNAIRE - TRI-STATE CONSTRUCTION, INC.
ATTACHMENT "D" LIST OF CONSTRUCTION PROJECTS COMPLETED AT SEPTEMBER 30, 1991

Contract \$ Amount	Class of Work	Project Name/Owner	Agency Address	Phone # & Contact
\$16,160,000	1,5,15,17,23,31 32,35,47,55,56	Downtown Seattle Transit Project CU06 T/F3-88	METRO of Seattle Exchange Bldg - 821 2nd Ave Seattle WA 98104-1598	206 684 1894 Bill Baker
868,000	1,2,13,34	Parking Structure #5 Oregon Oregon Health & Science Addition	Oregon Dept of Transportation Box 6712 Portland OR 97228	503 283 6712 Rich Juhala
665,000	1,2,4,12,13,15 15,17,20,19,21 24,32,34,38,49 48,47	Burke Gilman Trail Sewer Seattle	Seattle Engineering Dept Rm 910 Seattle Municipal Bldg 600 4th Avenue Seattle WA 98104-1879	206 684 5000 Gary Zarker
907,000	1,2,13,15,20,22 30,32,19,34,49	Oregon Museum Site Prep River Bank Stabilization	Oregon Museum Science & Ind 4015 SW Canyon Road Portland OR 97221	503 274 4559 Rod McDowell
2,762,000	1,2,4,9,11,12,15,16 17,18,24,27,30,31 32,34,35,38,47,56	Road Improvements on 4th Avenue W - Snohomish County	Snohomish County Public Works 2930 Wetmore Avenue Everett WA 98201	206 388 3488 Arthur Wright
3,052,000	1,15,17,20,32 34	Underground South Site Utilities - Auburn Boeing	Boeing Support Services P O Box 3707 Mail Stop 6Y-73 Seattle WA 98124-2207	206 393 2792 Lee Monson
868,000	1,2,4,5,6,13,15	Fred Hutchinson Cancer Center Sanitary Sewer Relocation Phase L	Baugh/Koll JV 900 Poplar Place South Seattle WA 98114	206 726 8000 Howard Kellogg
2,543,000	1,2,4,6,11,12,15, 18,19,24,27,28,30 31,32,34,38,47,56	7th Avenue SE Street Improvements LID 730	City of Everett Public Works 3200 Cedar Street Everett WA 98201	206 259 8820 Robert Chervenell

SUPPLEMENT TO PREQUALIFICATION QUESTIONNAIRE - TRI-STATE CONSTRUCTION, INC.
 ATTACHMENT "D" LIST OF CONSTRUCTION PROJECTS COMPLETED AT SEPTEMBER 30, 1991

Contract \$ Amount	Class of Work	Project Name/Owner	Agency Address	Phone # & Contact
\$ 1,750,000	4,15,32	Sanitary Sewer Main REplacement City of Everett W.O. 2340	City of Everett Public Works 3200 Cedar Street Everett WA 98201	206 259 8820 Robert Chervenell
265,000	1,3,4,12,18	METRO of Seattle Carkeek Transfer/CSO Facilities Civil Prep W/F 10-91	METRO of Seattle Exchange Bldg - 821 2nd Ave Seattle WA 98104 1598	206 684 1894 Bill Baker
511,000	1,15	Silver Lake Segment, Silver Lake I/C Ext. City of Everett W.O. 2283	City of Everett Public Works 3200 Cedar Street Everett WA 98201	206 259 8800 Timothy Marks

ST. JOHNS LANDFILL

**CLOSURE OF SUBAREAS 2 & 3 AND
THE INSTALLATION OF A MOTOR BLOWER FLARE**

BID BOOK

RFB #92B-42-SW

**Metro
Solid Waste Department
2000 S.W. First Avenue
Portland, Oregon 978201-5398**

JANUARY 1993

SECTION 00300

BID FORMS

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

To: Metro
Address: 2000 S.W. First Avenue, Portland, OR 97201-5398
Contract: St. Johns Landfill Closure of Subarea 2 & 3 and MBF
Bidder: Tri-State Construction, Inc.
Address: 12011 N.E. Marx, Portland, OR 97220 Mail: P. O. Box 20476
Bidder's Contact: Paul A. Noble
Date: February 22, 1993 Telephone (503) 253-2980

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

BID SECURITY

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

CONTRACT EXECUTION, BONDS AND INSURANCE

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

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

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

ADJUSTED PAYMENTS

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

SALES AND USE TAXES

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

LUMP SUM AND UNIT PRICE WORK

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

PREVAILING WAGES FOR PUBLIC WORK

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

SCHEDULE OF BID PRICES

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

NOTE: If any of the items listed on the Bid Schedule contain "recycled product" (See Appendix), the Bidder shall specify the amounts of such product in an attachment to the Bid Form. If no attachment is included, the amount of "recycled product" in the items listed will be considered to be zero for the purpose of this Bid. Metro reserves the right to reject any or all Bids.

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1 L.S.	Mobilization		
		Three Hundred Fifty Nine Thousand (Words)	\$ 359,201 ⁰⁰ (Figures)	\$ 359,201 ⁰⁰
(Per Lump Sum)	Two Hundred One Dollars and No Cents			
2.	1 L.S.	Site Safety and Health Program		
		Twenty Five Thousand Dollars & No Cents	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
(Per Lump Sum)				
3.	1 L.S.	Building Demolition		
		Two Thousand Dollars & No Cents	\$ 2,000 ⁰⁰	\$ 2,000 ⁰⁰
(Per Lump Sum)				
4.	100,000 C.Y.	Remove Existing Topsoil		
		Two Dollars & No Cents	\$ 2 ⁰⁰	\$ 200,000 ⁰⁰
(Per Cubic Yard)				
5.	106,000 C.Y.	Remove Existing Low Permeable Soil		
		Two Dollars & Twenty Five Cents	\$ 2 ²⁵	\$ 238,500 ⁰⁰
(Per Cubic Yard)				
6.	40,000 C.Y.	Remove Unsuitable Soil Material		
		Two Dollars & No Cents	\$ 2 ⁰⁰	\$ 80,000 ⁰⁰
(Per Cubic Yard)				

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
7.	120,000 S.Y.	Place Existing Topsoil, 6" Depth		
(Per Square Yard)		Zero dollars + Forty Cents (Words)	\$ 0 ⁴⁰ (Figures)	\$ 48,000 ⁰⁰
8.	270,000 S.Y.	Place Existing Topsoil, 8" Depth		
(Per Square Yard)		zero dollars + Fifty Cents	\$ 0 ⁵⁰	\$ 135,000 ⁰⁰
9.	105,000 C.Y.	Imported Topsoil		
(Per Cubic Yard)		Nine dollars + No Cents	\$ 9 ⁰⁰	\$ 945,000 ⁰⁰
10.	60,000 Tons	Procure and Deliver Imported Low Permeable Soil		
(Per Tons)		Six dollars + No Cents	\$ 6 ⁰⁰	\$ 360,000 ⁰⁰
11.	170,000 S.Y.	Construction of Existing Low Permeable Soil for Type 'A' Cover		
(Per Square Yard)		Zero dollars + Fifteen Cents	\$ 0 ¹⁵	\$ 75,500 ⁰⁰
12.	200,000 S.Y.	Place and Compact Existing Low Permeable Soil, 12" Depth, Type 'B' Cover		
(Per Square Yard)		One dollar + No Cents	\$ 1 ⁰⁰	\$ 200,000 ⁰⁰
13.	125,000 S.Y.	Construction of Existing Low Permeable Soil for Type 'C' Cover		
(Per Square Yard)		Zero dollars + Fifteen Cents	\$ 0 ¹⁵	\$ 18,750 ⁰⁰
14.	51,000 S.Y.	Place and Compact Additional Low Permeable Soil in Type 'A' Cover Areas		
(Per Square Yard)		Zero dollars + Seventy Five Cents	\$ 0 ⁷⁵	\$ 38,250 ⁰⁰

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
15.	100,000 S.Y.	Place and Compact Imported Low Permeable Soil in Type 'B' Cover Areas		
<u>(Per Square Yard) Zero dollars & Thirty Five Cents</u>				
		(Words)	\$ 0 ³⁵	\$ 35,000 ⁰⁰
			(Figures)	
16.	38,000 S.Y.	Place and Compact Additional Low Permeable Soil in Type 'C' Cover Areas		
<u>(Per Square Yard) Zero dollars & Seventy Cents</u>				
			\$ 0 ⁷⁰	\$ 26,600 ⁰⁰
17.	595,000 S.Y.	Place Type 1 Sand		
<u>(Per Square Yard) One dollar & Twenty Cents</u>				
			\$ 1 ²⁰	\$ 714,000 ⁰⁰
18.	170,000 S.Y.	Geonet Composite, Type A		
<u>(Per Square Yard) Two dollars & No Cents</u>				
			\$ 2 ⁰⁰	\$ 340,000 ⁰⁰
19.	5,000 S.Y.	Bentonite Mat		
<u>(Per Square Yard) Three dollars & Thirty Cents</u>				
			\$ 3 ³⁰	\$ 16,500 ⁰⁰
20.	595,000 S.Y.	Geomembrane, 40 mil, Textured		
<u>(Per Square Yard) Three dollars & Thirty Cents</u>				
			\$ 3 ³⁰	\$ 196,350 ⁰⁰
21.	20,000 S.Y.	Geotextile Type 3		
<u>(Per Square Yard) Two dollars & Twenty Cents</u>				
			\$ 2 ²⁰	\$ 44,000 ⁰⁰
22.	2,500 S.Y.	Geogrid		
<u>(Per Square Yard) Ten dollars & No Cents</u>				
			\$ 10 ⁰⁰	\$ 25,000 ⁰⁰

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
23.	85 Acre	Cover Crop, Type 1		
		(Per Acre) <u>One Thousand Two Hundred Dollars + No Cents</u> (Words)	<u>\$ 1,200⁰⁰</u> (Figures)	<u>\$102,000⁰⁰</u>
24.	36 Acre	Cover Crop, Type 2		
		(Per Acre) <u>One Thousand Dollars + No Cents</u>	<u>\$ 1,000⁰⁰</u>	<u>\$ 36,000⁰⁰</u>
25.	10 Acre	Temporary Erosion Control Cover Crop		
		(Per Acre) <u>Eight Hundred Dollars + No Cents</u>	<u>\$ 800⁰⁰</u>	<u>\$ 8,000⁰⁰</u>
26.	300,000 C.Y.	Place and Compact Existing Subgrade Embankment		
		(Per Cubic Yard) <u>One Dollar + No Cents</u>	<u>\$ 1⁰⁰</u>	<u>\$ 300,000⁰⁰</u>
27.	16,000 C.Y.	Roadway Embankment.		
		(Per Cubic Yard) <u>Nine Dollars + No Cents</u>	<u>\$ 9⁰⁰</u>	<u>\$ 144,000⁰⁰</u>
28.	1,200 C.Y.	Crushed Surfacing Base Course		
		(Per Cubic Yard) <u>Sixteen Dollars + No Cents</u>	<u>\$ 16⁰⁰</u>	<u>\$ 19,200⁰⁰</u>
29.	18 EA.	Remove Existing Culverts		
		(Per Each) <u>One Hundred Dollars + No Cents</u>	<u>\$ 100⁰⁰</u>	<u>\$ 1,800⁰⁰</u>
30.	3,000 C.Y.	Excavation for Sedimentation Basin		
		(Per Cubic Yard) <u>Three Dollars + Fifty Cents</u>	<u>\$ 3⁵⁰</u>	<u>\$ 10,500⁰⁰</u>

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
31.	200 HR	Leachate Control		
(Per Hour)	<u>Sixty dollars & No Cents</u>	(Words)	<u>\$ 60⁰⁰</u>	<u>\$ 12,000⁰⁰</u>
			(Figures)	
32.	500 L.F.	12-Inch CMP Culvert		
(Per Lineal Foot)	<u>Twenty Two dollars & No Cents</u>		<u>\$ 22⁰⁰</u>	<u>\$ 11,000⁰⁰</u>
33.	180 L.F.	18-Inch CMP Culvert		
(Per Lineal Foot)	<u>Twenty Five dollars & No Cents</u>		<u>\$ 25⁰⁰</u>	<u>\$ 4,500⁰⁰</u>
34.	180 L.F.	24-Inch CMP Culvert		
(Per Lineal Foot)	<u>Thirty dollars & No Cents</u>		<u>\$ 30⁰⁰</u>	<u>\$ 5,400⁰⁰</u>
35.	10,500 L.F.	4-Inch PVC Perforated Underdrain Pipe		
(Per Lineal Foot)	<u>Eight dollars & No Cents</u>		<u>\$ 8⁰⁰</u>	<u>\$ 84,000⁰⁰</u>
36.	9,200 L.F.	6-Inch PVC Perforated Underdrain Pipe		
(Per Lineal Foot)	<u>Nine dollars & No Cents</u>		<u>\$ 9⁰⁰</u>	<u>\$ 82,800⁰⁰</u>
37.	1,400 L.F.	8-Inch PVC Perforated Underdrain Pipe		
(Per Lineal Foot)	<u>Twelve dollars & No Cents</u>		<u>\$ 12⁰⁰</u>	<u>\$ 16,800⁰⁰</u>
38.	3 EA.	Outlet Structure		
	<u>One Thousand,</u>			
(Per Each)	<u>Six Hundred dollars & No Cents</u>		<u>\$ 1,600⁰⁰</u>	<u>\$ 4,800⁰⁰</u>

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
39.	3 EA.	12" Parshall Flume w/Access Manhole		
		(Per Each) <u>Three Thousand Dollars & No Cents</u> (Words)	<u>\$ 3,000⁰⁰</u> (Figures)	<u>\$ 9,000⁰⁰</u>
40.	500 L.F.	Fence		
		(Per Lineal Foot) <u>Thirteen Dollars & No Cents</u>	<u>\$ 13⁰⁰</u>	<u>\$ 6,500⁰⁰</u>
41.	800 C.Y.	Quarry Spalls		
		(Per Cubic Yard) <u>Eighteen Dollars & No Cents</u>	<u>\$ 18⁰⁰</u>	<u>\$ 14,400⁰⁰</u>
42.	30,000 S.Y.	Erosion Control Blanket		
		(Per Square Yard) <u>One dollar & Thirty Cents</u>	<u>\$ 1³⁰</u>	<u>\$ 39,000⁰⁰</u>
43.	400 EA.	Sedimentation Barriers		
		(Per Each) <u>One Hundred Dollars & No Cents</u>	<u>\$ 100⁰⁰</u>	<u>\$ 40,000⁰⁰</u>
44.	4,000 L.F.	Sediment Fencing		
		(Per Lineal Foot) <u>Four Dollars & No Cents</u>	<u>\$ 4⁰⁰</u>	<u>\$ 16,000⁰⁰</u>
45.	900 V.F.	Gas Extraction Well, Single Completion		
		(Per Vertical Foot) <u>Eighty Five Dollars & No Cents</u>	<u>\$ 85⁰⁰</u>	<u>\$ 76,500⁰⁰</u>
46.	600 V.F.	Gas Extraction Well, Double Completion		
		<u>One Hundred Twenty</u> (Per Vertical Foot) <u>Five Dollars & No Cents</u>	<u>\$ 125⁰⁰</u>	<u>\$ 75,000⁰⁰</u>

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
47.	7,200 L.F.	Perimeter Gas Trenches		
(Per Lineal Foot)		<u>Nineteen dollars & No Cents</u> (Words)	<u>\$ 19⁰⁰</u> (Figures)	<u>\$ 136,800⁰⁰</u>
48.	6 EA.	Wellhead Completions, Type 1		
(Per Each)		<u>Six Hundred Fifty dollars & No Cents</u>	<u>\$ 650⁰⁰</u>	<u>\$ 3,900⁰⁰</u>
49.	24 EA.	Wellhead Completions, Type 2		
(Per Each)		<u>Four Hundred Forty dollars & No Cents</u>	<u>\$ 440⁰⁰</u>	<u>\$ 10,560⁰⁰</u>
50.	18 EA.	Wellhead Completions, Type 3		
(Per Each)		<u>Six Hundred Twenty Five dollars & No Cents</u>	<u>\$ 625⁰⁰</u>	<u>\$ 11,250⁰⁰</u>
51.	41 EA.	Wellhead Completions, Type 4		
(Per Each)		<u>Five Hundred Twenty Five dollars & No Cents</u>	<u>\$ 525⁰⁰</u>	<u>\$ 21,525⁰⁰</u>
52.	1,600 L.F.	3" HDPE-LFG		
(Per Lineal Foot)		<u>Seven dollars & No Cents</u>	<u>\$ 7⁰⁰</u>	<u>\$ 11,200⁰⁰</u>
53.	1,500 L.F.	4" HDPE-LFG		
(Per Lineal Foot)		<u>Seven dollars & Twenty Five Cents</u>	<u>\$ 7²⁵</u>	<u>\$ 10,875⁰⁰</u>
54.	3,500 L.F.	6" HDPE-LFG		
(Per Lineal Foot)		<u>Seven dollars & Fifty Cents</u>	<u>\$ 7⁵⁰</u>	<u>\$ 26,250⁰⁰</u>

Item No.	Estimated Quantity	Description of Item	Unit Price	Total Cost
55.	3,300 L.F.	8" HDPE - LFG		
(Per Lineal Foot) Twelve dollars & No Cents (Words)			\$ 12 ⁰⁰ (Figures)	\$ 39,600 ⁰⁰
56.	4,500 L.F.	10" HDPE - LFG		
(Per Lineal Foot) Sixteen dollars & No Cents			\$ 16 ⁰⁰	\$ 72,000 ⁰⁰
57.	1,300 L.F.	12" HDPE - LFG		
(Per Lineal Foot) Twenty dollars & No Cents			\$ 20 ⁰⁰	\$ 26,000 ⁰⁰
58.	1,700 L.F.	16" HDPE - LFG		
(Per Lineal Foot) Thirty dollars & No Cents			\$ 30 ⁰⁰	\$ 51,000 ⁰⁰
59.	6,600 L.F.	3" HDPE - LFG, Buried		
(Per Lineal Foot) Seven dollars & No Cents			\$ 7 ⁰⁰	\$ 46,200 ⁰⁰
60.	9,300 L.F.	4" HDPE-C, Buried		
(Per Lineal Foot) Six dollars & No Cents			\$ 6 ⁰⁰	\$ 55,800 ⁰⁰
61.	2,300 L.F.	1" PVC-V, Buried		
(Per Lineal Foot) Four dollars & No Cents			\$ 4 ⁰⁰	\$ 9,200 ⁰⁰
62.	4,800 L.F.	2" PVC-D, Buried		
(Per Lineal Foot) Four dollars & No Cents			\$ 4 ⁰⁰	\$ 19,200 ⁰⁰

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
63.	100 L.F.	6" D.I. Casing		
<u>(Per Lineal Foot) Fourteen dollars + No Cents \$ 14⁰⁰ (Words) (Figures) \$ 1,400⁰⁰</u>				
64.	30 L.F.	8" D.I. Casing		
<u>(Per Lineal Foot) Eighteen dollars + No Cents \$ 18⁰⁰ \$ 540⁰⁰</u>				
65.	30 L.F.	10" D.I. Casing		
<u>(Per Lineal Foot) Twenty Two dollars + No Cents \$ 22⁰⁰ \$ 660⁰⁰</u>				
66.	60 L.F.	12" D.I. Casing		
<u>(Per Lineal Foot) Thirty dollars + No Cents \$ 30⁰⁰ \$ 1,800⁰⁰</u>				
67.	30 L.F.	14" D.I. Casing		
<u>(Per Lineal Foot) Thirty Five dollars + No Cents \$ 35⁰⁰ \$ 1,050⁰⁰</u>				
68.	40 L.F.	20" D.I. Casing		
<u>(Per Lineal Foot) Fifty dollars + No Cents \$ 50⁰⁰ \$ 2,000⁰⁰</u>				
69.	30 EA.	Adjustable Pipe Supports		
<u>(Per Each) Four Hundred dollars + No Cents \$ 400⁰⁰ \$ 12,000⁰⁰</u>				
70.	5 EA.	Adjustable Pipe Supports w/ Guide (G1)		
<u>(Per Each) Four Hundred Twenty Five dollars + No Cents \$ 425⁰⁰ \$ 2,125⁰⁰</u>				

Item No.	Estimated Quantity	Description of Item	Unit Price	Total Cost
71.	540 EA.	Pipe Guides (G2)		
(Per Each) <u>One Hundred dollars + No Cents</u> $\$ 100^{00}$ $\$ 54,000^{00}$				
			(Words)	(Figures)
72.	50 EA.	Pipe Anchor		
(Per Each) <u>Six Hundred Seventy Five dollars + No Cents</u> $\$ 675^{00}$ $\$ 33,750^{00}$				
73.	5 EA.	Bollards		
(Per Each) <u>Two Hundred Twenty dollars + No Cents</u> $\$ 220^{00}$ $\$ 1,100^{00}$				
74.	3 EA.	4" Butterfly Valve		
(Per Each) <u>One Hundred Sixty Five dollars + No Cents</u> $\$ 165^{00}$ $\$ 495^{00}$				
75.	3 EA.	6" Butterfly Valve		
P.N. <u>Two Hundred Twenty dollars + No Cents</u>				
(Per Each) <u>Four Hundred Twenty Five dollars + No Cents</u> $\\$ 220^{00}$ $\\$ 660^{00}$				
76.	4 EA.	8" Butterfly Valve		
(Per Each) <u>Four Hundred dollars + No Cents</u> $\$ 400^{00}$ $\$ 1,600^{00}$				
77.	6 EA.	10" Butterfly Valve		
(Per Each) <u>Six Hundred Fifty dollars + No Cents</u> $\$ 650^{00}$ $\$ 3,900^{00}$				
78.	1 EA.	12" Butterfly Valve		
(Per Each) <u>Nine Hundred dollars + No Cents</u> $\$ 900^{00}$ $\$ 900^{00}$				

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
79.	2 EA.	16" Butterfly Valve		
		Four Thousand, Two Hundred Dollars + No Cents (Words)	\$ 4,200⁰⁰ (Figures)	\$ 8,400⁰⁰
80.	18 EA.	Vacuum Valve Stations		
		(Per Each) One Thousand Dollars + No Cents	\$ 1,000 ⁰⁰	\$ 18,000 ⁰⁰
81.	1 EA.	Remote Condensate Pump Station		
		(Per Each) Forty Five Thousand Dollars + No Cents PN. 45,000 ⁰⁰ PN. 45,000 ⁰⁰	\$ 45,000⁰⁰ \$ 45,000 ⁰⁰	\$ 45,000 ⁰⁰
82.	3 EA.	4" Condensate Drip Leg Fitting		
		(Per Each) Five Hundred Dollars + No Cents	\$ 500 ⁰⁰	\$ 1,500 ⁰⁰
83.	3 EA.	6" Condensate Drip Leg Fitting		
		(Per Each) Four Hundred Dollars + No Cents	\$ 400 ⁰⁰	\$ 1,200 ⁰⁰
84.	2 EA.	8" Condensate Drip Leg Fitting		
		(Per Each) Five Hundred F. Fty Dollars + No Cents	\$ 550 ⁰⁰	\$ 1,100 ⁰⁰
85.	6 EA.	10" Condensate Drip Leg Fitting		
		(Per Each) Seven Hundred Dollars + No Cents	\$ 700 ⁰⁰	\$ 4,200 ⁰⁰
86.	2 EA.	12" Condensate Drip Leg Fitting		
		(Per Each) Seven Hundred F. Fty Dollars + No Cents	\$ 750 ⁰⁰	\$ 1,500 ⁰⁰

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
87.	2 EA.	16" Condensate Drip Leg Fitting		
(Per Each)		One Thousand One Hundred dollars + No Cents (Words)	\$ 1,100 ⁰⁰ (Figures)	\$ 2,200 ⁰⁰
88.	55 EA.	Condensate Cleanouts		
(Per Each)		Six Hundred dollars + No Cents	\$ 600 ⁰⁰	\$ 33,000 ⁰⁰
89.	320 L.F.	Electrical Ductbank, Type 1		
(Per Lineal Foot)		Nine dollars + No Cents	\$ 9 ⁰⁰	\$ 2,880 ⁰⁰
90.	2,400 L.F.	Electrical Ductbank, Type 2		
(Per Lineal Foot)		Six dollars + Fifty Cents	\$ 6 ⁵⁰	\$ 15,600 ⁰⁰
91.	1,900 L.F.	Electrical Ductbank, Type 3		
(Per Lineal Foot)		Five dollars + No Cents	\$ 5 ⁰⁰	\$ 9,500 ⁰⁰
92.	1 L.S.	Motor Blower/Flare Facility Three Hundred Fifty Four Thousand		
(Per Lump Sum)		dollars + No Cents	\$ 354,000 ⁰⁰	\$ 354,000 ⁰⁰
93.	1 L.S.	Temporary Gas System		
(Per Lump Sum)		Fifty Two Thousand dollars + No Cents	\$ 52,000 ⁰⁰	\$ 52,000 ⁰⁰
94.	3,000 HR	Labor for Temporary Gas System Construction & Maintenance		
(Per Hour)		Twenty Five dollars + No Cents	\$ 25 ⁰⁰	\$ 75,000 ⁰⁰

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
95.	1,500 HR	Operator & Equipment for Temporary Gas System Construction & Maintenance		
(Per Hour) <u>Twenty Five Dollars + No Cents</u>			<u>\$ 25⁰⁰</u>	<u>\$ 37,500⁰⁰</u>
(Words)			(Figures)	

96.	30,000 Tons	Imported Type 1 Sand		
(Per Tons) <u>Five dollars + No Cents</u>			<u>\$ 5⁰⁰</u>	<u>\$ 150,000⁰⁰</u>

TOTAL BID AMOUNT \$ 8,440,921⁰⁰

**RECYCLED PRODUCT* ATTACHMENT TO
SCHEDULE OF BID PRICES**

BID ITEM NO. & DESCRIPTION	SUPPLIER	QUANTITY OF RECYCLED PRODUCT IN BID ITEM	RECYCLED PRODUCT (%)	POST-CONSUMER CONTENT (%)	SECONDARY WASTE CONTENT (%)	BID AMOUNT OF RECYCLED PRODUCT (\$)
BI# 18 Geocret Composite Type A	Tensar	170,000 SY	100%	100%	0%	554,200 ^{est}

*** 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.

ADDENDA

The Bidder is presumed to have read and hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

1 - Received 1-19-93

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. The American Insurance Company

11516 Miracle Hills Drive
Omaha, Nebraska 68154

2. _____

MINORITY BUSINESS ENTERPRISE (MBE)
PROGRAM COMPLIANCE FORM

Project Name St. Johns Landfill, Closure of Subareas 2 & 3 & Installation of Motor Blower Flare

Bidder/Proposer Tri-State Construction, Inc.

Address 12011 N.E. Mark, Portland, OR 97220
Mail: P. O. Box 20476, Portland, OR 97220-0476

Telephone Business(503) 253-2980

Fax (503) 253-0438

BIDDER/PROPOSER HEREBY CERTIFIES and it has made good faith efforts to maximize MBE opportunities and comply with Metro Code Sections 2.04.100-190 by performing and documenting the following actions:

1. Identifying and Incorporating in the subcontracting plan *specific Economically Feasible Units* which may be performed by MBEs to increase the likelihood of participation by such enterprises;

Minimum Documentation Required: Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan, utilizing at a minimum, project elements targeted by Metro.

2. Attendance at any Pre-solicitation or Prebid Meetings that were scheduled by Metro to inform MBEs of contracting and subcontracting or material supply opportunities available on the project;

Minimum Documentation Required: Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. Placing follow-up Phone Calls not later than five (5) days prior to Bid opening or Proposal submission to *all MBEs* who attended any Metro sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

Minimum Documentation Required:

Telephone Log providing the following information:

Dates and Times of Call(s) including the names of the individuals placing and receiving them;

Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)

If Bid(s)/Proposal(s) from MBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

4. Providing Project Information or referring interested MBEs to the appropriate plan centers for identification of the subcontract or material supply work.
5. Negotiating with Interested, Capable and Competitive MBE Bidders; Not Rejecting any MBE Bid without Justification; Observing Bid Shopping Prohibition.

**WOMEN-OWNED BUSINESS ENTERPRISE (WBE)
PROGRAM COMPLIANCE FORM**

Project Name St. Johns Landfill, Closure of Subareas 2 & 3 & Installation of Motor Blower Flare

Bidder/Proposer Tri-State Construction, Inc.

Address (Street) 12011 N.E. Marx, Portland, OR 97220

(Mail) P. O. Box 20476, Portland, OR 97220-0476

Telephone Business(503) 253-2980

Fax (503) 253-0438

BIDDER/PROPOSER HEREBY CERTIFIES and it has made good faith efforts to maximize WBE opportunities and comply with Metro Code Sections 2.04.100-190 by performing and documenting the following actions:

1. Identifying and Incorporating in the subcontracting plan *specific Economically Feasible Units* which may be performed by WBEs to increase the likelihood of participation by such enterprises;

Minimum Documentation Required: Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan, utilizing at a minimum, project elements targeted by Metro.

2. Attendance at any Pre-solicitation or Prebid Meetings that were scheduled by Metro to inform WBEs of contracting and subcontracting or material supply opportunities available on the project;

Minimum Documentation Required: Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. Placing follow-up Phone Calls not later than five (5) days prior to Bid opening or Proposal submission to *all WBEs* who attended any Metro sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

Minimum Documentation Required:

Telephone Log providing the following information:

Dates and Times of Call(s) including the names of the individuals placing and receiving them;
Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)

If Bid(s)/Proposal(s) from WBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

4. Providing Project Information or referring interested WBEs to the appropriate plan centers for identification of the subcontract or material supply work.
5. Negotiating with Interested, Capable and Competitive WBE Bidders; Not Rejecting any WBE Bid without Justification; Observing Bid Shopping Prohibition.
6. Notifying WBEs if Bonding is Required and referring them to a potential bond source.

MINORITY BUSINESS ENTERPRISE UTILIZATION FORM

Name of Metro Project St. Johns Landfill, Closure of Subareas 2 & 3 & Installation of Motor Blower Flare

Name of Bidder Tri-State Construction, Inc.

Address of Bidder 12011 N.E. Marx, Portland, OR 97220 (P. O. Box 20476)

Phone Number (503) 253 - 2980

THE ABOVE PARTICIPANT:

- A. Will subcontract with minority business enterprises. Please complete the form below.
- B. Will not subcontract with minority business enterprises.

**BIDDER/PROPOSER INTENDS TO SUBCONTRACT WITH THE FOLLOWING
MINORITY BUSINESS ENTERPRISE(S) (MBES)**

SUBCONTRACTOR/SUPPLIER	NATURE OF WORK BY COMMODITY CODE (SEE REVERSE)	DOLLAR VALUE OF PARTICIPATION
Mike Shough Trucking	3-01-04	300,000 ⁰⁰

Amount of MBE Utilization \$ 300,000⁰⁰

Paul A. Noble Paul A. Noble
Vice-President
Authorized Signature

Total Bid/Proposal Amount 844,921⁰⁰

Percentage MBE Utilization 3.6%

Date: February 22, 1993

**THIS FORM MUST BE SUBMITTED
AT THE TIME OF BID OPENING OR PROPOSAL SUBMISSION**

WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION FORM

Name of Metro Project St. Johns Landfill, Closure of Subareas 2 & 3 & Installation of Motor Blower Flare

Name of Bidder Tri-State Construction, Inc.

Address of Bidder 12011 N.E. Marx, Portland, OR 97220 (P. O. Box 20476)

Phone Number (503) 253 - 2980

THE ABOVE PARTICIPANT:

- A. Will subcontract with women-owned business enterprises. Please complete the form below.
- B. Will not subcontract with women-owned business enterprises.

BIDDER/PROPOSER INTENDS TO SUBCONTRACT WITH THE FOLLOWING WOMEN-OWNED BUSINESS ENTERPRISE(S) (WBES)

SUBCONTRACTOR/SUPPLIER	NATURE OF WORK BY COMMODITY CODE (SEE REVERSE)	DOLLAR VALUE OF PARTICIPATION
Clackamas Construction	1-04-05	\$122,400 ⁰⁰
A & Co Landscaping	1-04-12	\$152,938 ⁰⁰
Blessing Electric	1-04-07	131,337 ⁰⁰

Amount of WBE Utilization 406,675⁰⁰

Paul A. Noble Paul A. Noble
Vice-President
Authorized Signature

Total Bid/Proposal Amount 8440,921⁰⁰

Percentage WBE Utilization 4.8%

Date: February 22, 1993

THIS FORM MUST BE SUBMITTED AT THE TIME OF BID OPENING OR PROPOSAL SUBMISSION

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: Oregon

SIGNATURE PAGE

Tri-State

The name of the Bidder submitting this Bid is Construction, Inc. doing business at

12011 N.E. Marx, Portland, Oregon 97220 (P. O. Box 20476)

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:

Joe Agostino, President _____

Ron Agostino, Vice-President _____

Paul A. Noble, Vice-President _____

If Individual

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

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

NON-COLLUSION AFFIDAVIT

STATE OF Washington) County of King)

Inc.

I state that I am Vice-President (Title) of Tri-State Construction, (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) Tri-State Construction, Inc. (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.

Tri-State Construction,

I state that I and Inc. (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.

Paul A. Noble

Signature of Affiant

Paul A. Noble

Printed Name of Affiant

Sworn to and subscribed before me this 22nd day of February, 19 93.

Arlene Whitwood

Notary Public for the State of Washington

My Commission Expires: 5 / 15 / 94

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, Tri-State Construction, Inc., as PRINCIPAL, and The American Insurance Company, a corporation organized and existing under and by virtue of the laws of the state of Nebraska 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 METRO, as OBLIGEE, in the sum of \$100,000.00 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 METRO a certain Bid for work required for the St. Johns Landfill Closure of Subareas 2 & 3 and MBF, which work is specifically described in the accompanying Bid;

NOW, THEREFORE, if Metro 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 Metro 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 22nd day of Feb., 1993.

The American Insurance Company
SURETY

Tri-State Construction, Inc.
PRINCIPAL

By: Cindy L. Villasista
Title: Attorney-In-Fact

By: [Signature]
Title: [Signature]

Cindy L. Villasista
5612 Lake Washington Blvd. N.E.
STREET ADDRESS

P.O. Box 20476
STREET ADDRESS

Kirkland, WA. 98033

Portland, Oregon 97220

206-822-1111

(503) 253-2980

PHONE

PHONE

RRS:cy
BIDBOOK1.DOC
January 15, 1993

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of New Jersey on February 20, 1846, and redomesticated to the State of Nebraska on June 1, 1990, and having its principal office in the City of Omaha, State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint **STEVEN K. BUSH, M. J. COTTON, NANCY J. OSBORNE, DARRELL D. THOMPSON, MIKE AMUNDSEN, CINDY L. VILLASISTA and DARLENE JAKIELSKI**, jointly or severally **KIRKLAND, WA** 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 VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances."

Section 45. 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 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. 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 THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, 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, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 30th day of November, 19 90.



THE AMERICAN INSURANCE COMPANY

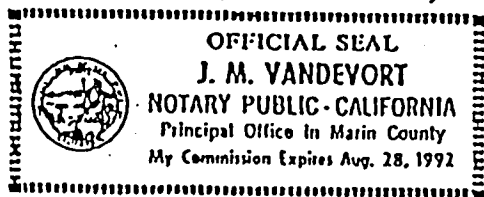
By [Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

On this 30th day of November, 19 90, before me personally came R. D. Farnsworth to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN 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.



[Signature]
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

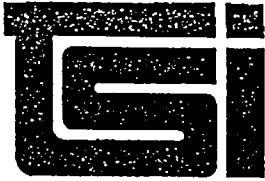
} ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA 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 VII, Sections 45 and 46 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 County of Marin. Dated the 22nd day of Feb., 19 93.



[Signature]
Resident Assistant Secretary



TRI-STATE CONSTRUCTION, INC.

General Contracting

TRISTC*356R6

P.O. BOX 3686 • 320 • 106th AVE. N.E. • BELLEVUE, WA 98009-3686
PHONE: (206) 455-2570 • (206) 632-7717 FAX (206) 633-5838

February 24, 1993

Reference: St. Johns Landfill Closure of Subareas 2 & 3

Subject: MBE/WBE - Good Faith Efforts
Pages 18 & 20 on Bid Proposal

1. Feasible units for WBE/MBE:

- a) Top soil import (9)
- b) Permeable soil import (10)
- c) Building demolition (3)
- d) Roadway embankment import (27)
- e) Crushed surfacing import (28)
- f) Geomembrane (18 to 22)
- g) Erosion control blanket (42)
- h) Gas extraction wells (45 and 46)
- i) Electrical (89 to 92)
- j) Motor blower/Flare facility (92)
- k) Import Type 1 sand (96)

2. Attendance at pre-bid - attended by:

- a) Paul Noble
- b) Jim Solberg

3. Placing telephone calls and soliciting bids:

- a) Advertisement placed in Portland Daily Journal
- b) Telephone log - attendees to pre-bid conference:
 - 1) Ajay Trucking, Inc. (WBE)
Telephoned 2-10-93 (503) 254-7897
Bernice Johnson said they only had belly dumps for rent.
 - 2) Bonston Construction (MBE)
Telephoned 2-16-93 (503) 650-0004
Mike Dennis said they will send a quote if they decide to bid.
 - 3) C. W. McCallen (WBE)
Telephoned 2-16-93 (503) 524-6581
Bessie McCallen said they were not quoting but they do have rental trucks solo and truck and trailer.
 - 4) Clackamas Construction
Telephoned 2-16-93 (503) 663-1144
Connie Mueller said they will quote.

TRI-STATE CONSTRUCTION, INC.

February 24, 1993

Reference: St. Johns Landfill Closure of Subareas 2 & 3

Subject: MBE/WBE - Good Faith Efforts

- 5) Industrial Plastics
Telephone (206) 835-2129
Supplier will quote.
- 6) J. P. Construction & Clearing (WBE)
Telephone 2-19-93 (503) 382-8609
Jean Prentice said they have one end dump and one belly
dump and they can not commit - have a prior commitment.

All the above were at the pre-bid conference.

c) Other MBE/WBE's contacted:

- 1) Green Art Landscape & Irrigation (MBE)
Telephoned 2-10-93 (503) 646-1048
Brian Park said they were not quoting.
- 2) Hard Rock Trucking (MBE)
Telephoned 2-16-93 (503) 286-3286
Thomas Merfeld phoned in their quote.
- 3) Betten's Construction (MBE)
Telephoned 2-16-93 (503) 286-5002
Aron Betten may quote.
- 4) Mike Shough Trucking (MBE)
Telephoned 2-10-93 (503) 252-0963
Mike Shough phoned in their quote.
- 5) S & L Landscaping (WBE)
Telephoned (503) 639-1395
Jim Castile sent FAX saying they were not quoting.
- 6) Anderson Erosion Control (WBE)
Telephoned 2-15-93 (503) 998-2062
Reached office girl - no answer.
- 7) Blessing Electric (WBE)
Telephoned 2-11-93 (503) 284-1189
They said they did first phase - will quote.
- 8) H & G Landscaping (WBE)
Telephoned (503) 747-9371
They will send quote.
- 9) DPK, Inc. (MBE)
Telephoned (206) 872-7916
David Kiyohara said they will quote.
- 10) Field Linings (MBE)
Telephoned (602) 842-1255
Lining installer to quote.

TRI-STATE CONSTRUCTION, INC.

February 24, 1993

Reference: St. Johns Landfill Closure of Subareas 2 & #

Subject: MBE/WBE - Good Faith Efforts

4. Providing project information:

Faxed information to MBE/WBE bidders and explained the work so they could identify what they wanted to bid.

5. Negotiating with MBE/WBE bidders:

All the MBE/WBE's that we have made contact with five days prior to the bid opening are listed above. We will continue to contact and solicit MBE/WBE quotes, and competitive bids will be utilized if they are received prior to the bid opening.

6. Notifying MBE/WBE's of bonding requirements:

Project requirements were discussed with all MBE/WBE firms contacted.