

BEFORE THE CONTRACT REVIEW BOARD

FOR THE PURPOSE OF DECLARING )  
A SOLE-SOURCE CONTRACT WITH ) RESOLUTION NO. 93-1871  
B & B LEASING COMPANY, INC. FOR )  
REFUSE HAULING FROM THE METRO )  
SOUTH HOUSEHOLD HAZARDOUS ) Introduced by Rena Cusma  
WASTE FACILITY AND AUTHORIZING ) Executive Officer  
A COMPETITIVE BIDDING EXEMPTION )  
PURSUANT TO CHAPTER 2.04.41(C) )

WHEREAS, the Metro South Household Hazardous Waste facility served 10,894 customers in 1992, and received a total of 822,914 pounds of a variety of products from their households; and

WHEREAS, Metro has need of services to dispose of empty paint cans, cardboard and rubbish from the Metro South Household Hazardous Waste Facility located in Oregon City; and

WHEREAS, B & B Leasing Co., Inc. dba Oregon City Garbage, is the only franchised solid waste hauler for the area where the Metro South Household Hazardous Waste Facility is located; and

WHEREAS, Metro contracting with that hauler is required by the refuse hauling authority; and

WHEREAS, Contracting with B & B Leasing Co. will not encourage favoritism or substantially diminish competition beyond that already envisioned and required by the franchising system; and

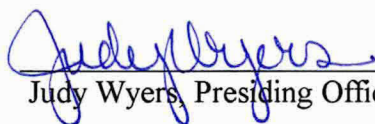
WHEREAS, Use of B & B Leasing Co. Inc. will result in substantial long-term cost savings by franchising design;

WHEREAS, The Executive Officer has reviewed the attached contract and hereby

recommends a "Sole Source" status and an exemption to the competitive bidding requirement of Metro Code Chapter 2.04.041; now therefore,

BE IT RESOLVED, That the Metro Contract Review Board hereby declares the attached agreement (Exhibit "A" hereto) with B & B Leasing Co. Inc. to be a "Sole Source" pursuant to Metro Code Chapter 2.04.060 and authorizes an exemption to competitive bidding pursuant to Metro Code Chapter 2.04.041(c).

ADOPTED by the Metro Council this 23rd day of December, 1993.

  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

RB:ay:clk  
BARK\RESOLUTION\SW931871.RES  
November 24, 1993

Contract No 903407

**PUBLIC CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and B & B Leasing Co. Inc., dba Oregon City Garbage Co., Inc., whose address is P. O. Box 191, Oregon City, OR 97045, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing December 1, 1993, through and including June 30, 1995.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B, which is incorporated herein by this reference. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV  
LIABILITY AND INDEMNITY

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

ARTICLE V  
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI  
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its

electd officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.  
Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

## ARTICLE VII

### PUBLIC CONTRACTS

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

## ARTICLE VIII

### ATTORNEY'S FEES

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

## ARTICLE IX

### QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

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

## ARTICLE X

### OWNERSHIP OF DOCUMENTS

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

## ARTICLE XI

### SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

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

## ARTICLE XII

### RIGHT TO WITHHOLD PAYMENTS

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

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

### ARTICLE XIII

#### SAFETY

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

### ARTICLE XIV

#### INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV  
ASSIGNMENT

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

B & B LEASING CO., INC.

METRO

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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11/8/93



## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1871 FOR THE PURPOSE OF DECLARING A SOLE-SOURCE CONTRACT WITH B & B LEASING COMPANY, INC. FOR REFUSE HAULING FROM THE METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY AND AUTHORIZING A COMPETITIVE BIDDING EXEMPTION PURSUANT TO CHAPTER 2.04.41(C).

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Date: November 24, 1993

Presented by: Sam Chandler

### PROPOSED ACTION

Adoption of Resolution 93-1871, authorizing an exemption to competitive bidding procedures and authorizing the execution of a public contract for hauling services for the Metro South Household Hazardous Waste Facility (HHW).

### FACTUAL BACKGROUND AND ANALYSIS

During 1992, the Household Hazardous Waste Facility at Metro South Station served a total of 10,894 customers and received a total of 822,914 pounds of a variety of hazardous products from their households. The operation of the facility generates several tons of cardboard, paint cans and rubbish each year. Many of the customers bring their materials to the facility in cardboard boxes which are left to be recycled. The paint bulking operation generated 48,000 pounds of empty paint cans that were recycled in 1992.

On a temporary basis, the Metro South Station operator (Waste Management of Oregon) has been hauling the cardboard and empty paint cans from the HHW facility to recycling facilities in drop boxes. Rubbish has been hauled in a separate drop box to the Metro South Station and dumped into the pit.

It is proposed that Metro enter into a contract with B & B Leasing Co., Inc. for hauling cardboard, paint cans and rubbish for the period of December 1, 1993, through June 30, 1995. The proposed contract provides that Metro furnish one 16-yard drop box for trash, one 23-yard cardboard compactor and one 20-yard drop box for empty paint cans. These items have already been purchased and are in place at the rear of the HHW facility. The contractor shall haul the paint cans to K. B. Recycling; the cardboard to a recycling facility; and the trash to the Metro South Station pit.

### SOLE-SOURCE JUSTIFICATION

There are several hauling companies capable of hauling paint cans, cardboard and rubbish from the Metro South Household Hazardous Waste Facility; however, B & B Leasing Co., Inc. is the only company that can "legally" do so. They are the franchised hauler for the area where the Household Hazardous Waste Facility is located. Contracting with B & B Leasing Co. will not

encourage favoritism or substantially diminish competition beyond that already envisioned and required by the franchising system. Use of B & B Leasing Co. will result in substantial long-term cost savings by franchising design.

### BUDGET IMPACT

A total of \$10,000 is budgeted in FY 1993-94 for hauling cardboard, paint cans and rubbish from the HHW facility. The estimated cost for the proposed contract in FY 1993-94 is \$ 5,000.00. The total amount of the contract is \$15,000.00 for the period of December 1, 1993 through June 30, 1995.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1871.

RB:ay:clk  
BARK\STAFFRPT\STAF1105.RPT  
November 24, 1993

**ATTACHMENT A  
SCOPE OF WORK**

The purpose of this contract is to provide hauling services for garbage, cardboard and paint cans from the Metro South Household Hazardous Waste Facility located at 2001 Washington Street, Oregon City, OR 97045.

1. Metro shall furnish the following equipment to be located at the rear of the Metro South Household Hazardous Waste facility for use by contractor:
  - a. One 16-yard drop box for garbage.
  - b. One 23-yard cardboard compactor for cardboard.
  - c. One 20-yard drop box for paint cans.
2. Contractor shall haul the following from the Metro South Household Hazardous Waste Facility:
  - a. One 16-yard drop box of garbage to be hauled to the Metro South Transfer Station for disposal.
  - b. One 23-yard cardboard compactor with cardboard to be hauled to a recycling facility.
  - c. One 20-yard drop box of paint cans to be hauled to K. B. Recycling or other recycling facility designated by Metro.
3. Metro will call for hauling of garbage, cardboard and paint cans on an as-needed basis. Contractor shall remove and empty drop boxes within twelve (12) hours of notification.
4. Contractor shall weigh drop boxes and cardboard compactor at a Metro South scalehouse before and after each load is disposed of so Metro can record necessary data.
5. Contractor shall handle cardboard compactor and drop boxes in a careful manner in order to keep them in good working order and free of holes and major dents.

**ATTACHMENT B  
CONTRACT SUM AND TERMS OF PAYMENT**

1. Metro shall compensate contractor for hauling of garbage, cardboard and paint cans as follows:

16-yard drop box of garbage	\$35.00 per trip
23-yard cardboard compactor/cardboard	\$50.00 per trip
20-yard drop box of paint cans	\$100.00 per trip

2. Metro shall pay contractor for services performed and materials delivered in the maximum sum of Fifteen Thousand and No/100 Dollars (\$15,000.00).
3. Contractor shall retain all Monies from the sale of cardboard.
4. Metro shall pay all disposal charges for garbage and paint cans.
5. Contractor shall submit to Metro an invoice detailing services performed by contractor. Invoices shall be sent to Metro, Solid Waste Department, not more frequently than once per month.
6. Metro shall pay contractor within thirty (30) days following receipt of an approved invoice from contractor.



# METRO

600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1700

## Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From \_\_\_\_\_  
Date November 5, 1993  
Department Solid Waste

B & B Leasing Co., Inc.  
dba Oregon City Gargage  
PO Box 191

Division Operations

Subject

Oregon City, OR 97045

Name Ray Barker

Bid  Contract

Vendor no. \_\_\_\_\_

Title Asst. Operations Manager

RFP  Other

Contract no. 903407

Extension 1694

Purpose Rubbish Disposal, Metro South HHW Facility.

### Expense

Procurement  Personal/professional services  Services (LM)  Construction  IGA

### Revenue

Budget code(s)

Price basis

Term

Contract

531-310280-524190-75000

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year\*\*

This project is listed in the  
199\_3\_-199\_4 budget.

Payment required

12/1/93  
Beginning date

Yes  Type A

Lump sum

6/30/95

No  Type B

Progress payments

Ending date

<b>Total commitment</b>	Original amount	\$ <u>15,000.00</u>
	Previous amendments	\$ _____
	This transaction	\$ <u>15,000.00</u>
	Total	\$ <u>15,000.00</u>
	A. Amount of contract to be spent fiscal year <u>1993</u> - <u>1994</u>	\$ <u>5,000.00</u>
	B. Amount budgeted for contract <u>Misc. Professional Services</u>	\$ <u>1,602,386.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>10/29/93</u>	\$ <u>1,511,525.11</u> ***

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

\* See instructions on reverse. \*\* If multi-year, attach schedule of expenditures. \*\*\* If A or B is less than C, and other line item(s) utilized, attach explanation/justification.

Competitive quotes, bids or proposals:

Submitted by	\$Amount	MW/DBE	Foreign or Oregon Contractor
Submitted by	\$Amount	MW/DBE	Foreign or Oregon Contractor
Submitted by	\$Amount	MW/DBE	Foreign or Oregon Contractor

Comments: Sole Source: Oregon City Garbage is the franchised hauler  
for the Metro South Station area.

- Attachments:
- Ad for bid
  - Plans and specifications
  - Bidders list (MW/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

<b>Dates:</b>	<b>Project estimate:</b> _____
Ads _____ (Publication) _____	<b>Funding:</b>
Pre-bid meeting _____	<input type="checkbox"/> Local/state
Filed with council _____	<input type="checkbox"/> Federal
Filed with council committee _____	<input type="checkbox"/> Other

Bond requirements:

_____ % Bid \$ _____	_____ % Performance/payment* \$ _____
_____ % Performance \$ _____	_____ % L/M \$ _____

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

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

## SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1871, FOR THE PURPOSE OF DECLARING A SOLE SOURCE CONTRACT WITH B & B LEASING COMPANY, INC. FOR REFUSE HAULING FROM THE METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY AND AUTHORIZING A COMPETITIVE BIDDING EXEMPTION PURSUANT TO CHAPTER 2.04.041 (C)

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Date: December 10, 1993

Presented by: Councilor McFarland

**Committee Recommendation:** At the December 7 meeting, the Committee voted 3-0 to recommend Council adoption of Resolution 93-1871. Voting in favor: Councilors Buchanan, McFarland and Wyers. Councilors McLain and Washington were excused.

**Committee Issues/Discussion:** Since the opening of the HHW facility at Metro South, Metro has permitted the station operator, Waste Management, to dispose of solid waste and certain recyclable containers that accumulate at the HHW facility (eg. cardboard containers, plastic bags, paint cans, etc. used by the public to transport HHW materials to the facility).

Sam Chandler, Solid Waste Operations Manager, explained that legally the station falls under the provisions of the hauler franchise for the city of Oregon City which gives exclusive solid waste hauling authority to B&B Leasing. To comply with this requirement, Resolution No. 93-1871 provides for a contract with B&B Leasing for up to \$5,000 to provides for the disposal and recycling of certain materials from the HHW facility. The contract is sole source because B&B has exclusive hauling authority in Oregon City.

Councilor McFarland asked if this contract was in any way related to the recently adopted contracts for HHW disposal at the facility. Chandler indicated that it was not related.