

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 95-2117
EXECUTIVE OFFICER TO EXECUTE)
MULTI- YEAR CONTRACTS WITH DEVIN) Introduced by
OIL CO. INC. AND STEIN OIL CO. INC.) Mike Burton, Executive Officer
FOR PURCHASING DIESEL FUEL)

WHEREAS, The Metro Council authorized issuance of RFP #94R-35-SW for purchasing diesel fuel for Metro's Waste Transport Contractor; and

WHEREAS, As a result of the procurement two firms (Devin Oil Co. Inc. and Stein Oil Co. Inc.) were selected to provide fuel through the contracts attached as Exhibits "A" and "B"; and

WHEREAS, As a result of this arrangement Metro will continue to realize monthly savings of approximately \$50,000 per month; and

WHEREAS, This resolution 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 execute multi-year contracts with Devin Oil Co. Inc. and Stein Oil Co. Inc. attached as Exhibits "A" and "B".

ADOPTED by the Metro Council this 30 day of March, 1995.



J. Ruth McFarland, Presiding Officer

EXHIBIT "A"

CONTRACT NO. 904179

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 Devin Oil Co., Inc., whose address is P.O. Box G, Arlington, OR 97812, 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. 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 April 1, 1995, through and including June 30, 1996.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment A, 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 A.

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 elected 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.

Devin Oil Company, Inc

Metro

Signature

Signature

Print name and title

Print name and title

Date

CG:clk (03/10/95 1:50 PM)
s:lgeye@graygasdevin95.com

Date

ATTACHMENT "A"

Scope of Work

1. Contractor shall make Branded Chevron, low sulfur, No. 2 diesel fuel available 24 hours per day, seven days a week for Metro's Waste Transport Contractor's (Jack Gray Transport Inc.) over-the-road tractors used to haul waste from Metro transfer stations to the Columbia Ridge Regional Landfill. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Fuel shall be weatherized during cold weather to ensure 100% non-gel operation. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
2. Contractor shall provide fuel through its cardlock located at 74567 Highway 19, Arlington, OR. The cardlock shall be accessible through a programmable card assigned to a specific tractor. Contractor shall provide cards to Metro (or a designated party at JGT) within 4 working days of a request. Contractor shall cancel access to the cardlock for a specific card(s) upon 24 hours notice from Metro. The cardlock shall be equipped with two high speed pumps with two satellite nozzles to dispense fuel. Restroom facilities, water and emergency phone services shall be available at site.
3. If the cardlock is disabled, Contractor shall provide fuel through a delivery truck with a meter and issue hand written receipts until the cardlock is operational. The delivery truck shall dispense fuel either at the Columbia Ridge Landfill or at an alternative site acceptable to Metro. The cost to Metro for fuel supplied in this manner shall be the same as if the primary system were available.
4. Contractor's invoice period shall contain the information consistent with the invoice information provided to Metro as of March 1995. Metro shall pay Contractor within 10 working days of receipt of the invoice.
5. Contractor shall supply fuel from the Willbridge, Pasco or Umatilla terminals based on the least expensive combination of rack price and freight. The price per gallon charged to Metro shall be:

	[Willbridge	\$.05]	
Chevron Rack + freight	[Pasco	\$.03]	+ Superfund \$.002 + margin \$.015
	[Umatilla	\$.02]	

No excise tax will be charged to Metro (Contractor will have to pay excise tax if applicable and obtain a refund from IRS). Except for price changes due to changes in the rack price, "blending" or those mandated by State or Federal requirements, price adjustments for the second contract year and any additional years of the contract will be negotiated on the anniversary of the contract based on documented increases in costs. The rack cost will fluctuate based on the price available at each terminal. Cost changes due to State or Federal requirements shall be effective upon implementation.

6. Term - The term of this agreement shall be for a period of April 1, 1995, to June 30, 1996, with the option to extend for up to an additional three years in one year increments, at the discretion of Metro.
7. Working with Metro's transport contractor, Jack Gray Transport, Inc., Chevron branded #2 low sulfur diesel shall be blended with Chevron branded #1 low sulfur diesel to ensure "non-gel" operation when weather conditions require.
8. The delivery of some fuel to a tank located at the landfill during the winter may be negotiated as part of the contract.
9. The \$25,000 deposit provided to the Contractor from its previous contract with Metro shall be retained by Contractor for the duration of this Contract. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

EXHIBIT "B"

CONTRACT NO. 904180

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 Stein Oil Co. Inc., whose address is 19805 McLoughlin, Gladstone, OR 97027, 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 April 1, 1995, through and including June 30, 1996.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

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 the 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 elected 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.**

Stein Oil Co. Inc.

Metro

Signature

Signature

Print name and title

Print name and title

Date

CG:clk (03/13/95 10:00 AM)
s:\geye\graygas\stein95.con

Date

Attachment "A"

Scope of Work

1. Contractor shall make Branded, low sulfur, No. 2 diesel fuel available 24 hours per day, seven days a week for Metro's Waste Transport Contractor's (Jack Gray Transport Inc.) over-the-road tractors used to haul waste from Metro transfer stations to the Columbia Ridge Regional Landfill. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Fuel shall be weatherized for Portland area conditions consistent with the practices of major fuel suppliers. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
2. Contractor shall provide fuel through Pacific Pride cardlocks located at Oregon locations: Rufus, Oregon City, Troutdale, Arlington and at NW 29th Avenue in Portland. Each card shall be programmed to purchase up to 50 gallons per use, except for those tractors based in the Portland area and designated by Metro and JGT, which shall be provided with cards with 120 gallon limit. The cards shall be programmed to provide the same invoice information as provided to Metro as of March, 1995. The cardlocks shall be accessible through a programmable card assigned to a specific tractor. Contractor shall provide cards to Metro (or a designated party at JGT) within 4 working days of a request. Contractor shall cancel access to the cardlock for a specific card(s) upon 24 hours notice from Metro. Restroom facilities, water and emergency phone services shall be available at site.
3. Metro shall purchase the fuel on a cost plus margin basis. If fuel is purchased at a facility owned by the Contractor, Contractor shall charge Metro the following cost: Computer Petroleum Corporation average cost index for fuel at the Portland terminal, plus applicable terminal fees, freight, and terminal taxes (**excluding the federal excise tax**). In addition to the above cost, the Contractor shall add a 5 cents per gallon margin.

For fuel purchased at Pacific Pride cardlocks not owned by the Contractor, Metro shall be charged the "transfer cost" which shall be the above cost plus 5 cents per gallon. In addition to the transfer cost, the Contractor shall add a 2 cents per gallon margin. Metro shall pay Contractor within 10 business days of receiving invoice.

4. Term - The term of this agreement shall be for a period of April 1, 1995, to June 30, 1996, with the option to extend for up to an additional three years in one year increments, at the discretion of Metro.
5. Within 10 business days from the provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of \$2,500. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

6. Modifications to Standard Form Contract- Substitute the following for ARTICLE V-
TERMINATION:

“Either party may terminate this Contract upon giving the other party thirty (30) 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.”

7. The parties shall take any action reasonably necessary to comply with ORS 480.310 et seq. Metro shall take any action reasonably necessary to comply with the safety and operating procedures adopted by Contractor. Without limiting the foregoing, it is specifically agreed that:

7.1 Time is of the essence of this Agreement.

7.2 Metro shall be responsible for all purchases by Metro or any other person using cardlock cards issued to Metro regardless of whether use by such other person is unauthorized or fraudulent.

7.3 Metro represents that it and any person using the cardlock cards delivered to Metro are and shall be aware of the proper use of the cardlock system and shall use safe practice in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. To the extent allowed under Oregon Statutes and the Oregon Constitution Metro agrees to indemnify and hold Contractor harmless from any claims and costs, including but expressly not limited to those for bodily injury and property damage, which may be occasioned by the negligence or misuse of the cardlock system by Metro or any person using the cardlock system with cardlock cards delivered to Metro hereunder.

7.4 Contractor shall use its best efforts to maintain the cardlock system in good working order and condition as its expense; provided, however, Contractor shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Metro agrees that it and any person using the cardlock cards delivered to Metro shall promptly notify Contractor of any malfunctioning of the cardlock system of which Metro or such person is aware.

7.5 Metro's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any safety or operating procedures. Upon termination, Metro agrees to immediately surrender all cardlock cards issued to Metro.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2117 FOR THE PURPOSE
OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE MULTI-
YEAR CONTRACTS WITH DEVIN OIL CO. INC. AND STEIN OIL CO.
INC. FOR PURCHASING DIESEL FUEL

Date: March 10, 1995

Presented by: Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 95-2117 to authorize the Executive Officer to execute agreements for the purchase of diesel fuel for use in the Waste Transport Services contract.

FACTUAL BACKGROUND AND ANALYSIS

In April, 1994, Metro began purchasing diesel fuel required to transport waste from Metro facilities to the Columbia Ridge Landfill per Change Order No. 15 to the Waste Transport Services Contract. As a result of this action, Metro has realized savings of approximately \$50,000 per month. The current agreements to purchase fuel expire March 31, 1995.

In January, 1995 Council adopted Resolution No. 95-2073 which authorized issuance of the request for proposals which would result in replacement agreements. The RFP asked for firms to provide fuel at an eastern Oregon location and/or a western location. Four firms responded to the request. Two firms submitted proposals to provide fuel at an eastern location, one firm proposed for the western location only, and one firm submitted for both locations.

An evaluation team consisting of members of the Solid Waste Department ranked the proposals using the criteria contained in the RFP. The results are

Results of Diesel Fuel Proposals Evaluation

Firm	Cost (90pts)	Experience (10pts)	Compliance with specifications (accept./unaccept.)	Total
United Energy Inc. (Western)			Unacceptable- cardlock not within area designated	
Stein Oil Co. (Western)	80	10	Acceptable	90
Devin Oil Co. (Eastern)	90	10	Acceptable	100
Hattenhauer Distributing Co. (Eastern)	89	6	Acceptable	95
United Energy Inc.(Eastern)			Unacceptable- did not comply with specifications	

Staff entered into discussions with the top ranked firms for each location and negotiated the contracts attached to the resolution as Exhibits "A" and "B".

BUDGET IMPACTS

Metro would continue to save approximately \$50,000 per month.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2117.

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geye/graygas/staf3gas.rpt