

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN )  
EXEMPTION TO METRO CODE CHAPTER )  
2.04.041(c), COMPETITIVE BIDDING )  
PROCEDURES, AND AUTHORIZING A )  
SOLE-SOURCE CONTRACT WITH )  
B & B LEASING CO., INC., FOR HAULING )  
OF REFUSE FROM THE METRO SOUTH )  
HOUSEHOLD HAZARDOUS WASTE FACILITY )

RESOLUTION NO. 95-2162

Introduced by Mike Burton  
Executive Officer

WHEREAS, The Metro South Household Hazardous Waste Facility served 9,142 customers in 1994, and collected a total of 635,900 pounds of waste; and

WHEREAS, In 1994, the hazardous waste facility recycled 7 tons of cardboard and 21.7 tons of metal cans, and received 162 tons of solid waste (contaminated packaging materials, etc.); and

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

WHEREAS, The existing contract for providing recycling and disposal services expires June 30, 1995; 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 is required by the refuse hauling authority to contract with the franchised hauler for the above area; and


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

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

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

BE IT RESOLVED, That the Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with B & B Leasing Co., Inc. from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.060, because the board finds B & B Leasing Co., Inc. is the sole provider of the required services.

ADOPTED by the Metro Contract Review Board this 29 day of June,  
1995.



J. Ruth McFarland, Presiding Officer

Approved as to Form:

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Daniel B. Cooper, General Counsel

RB:gbc  
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# METRO

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

## Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date May 19, 1995

B & B Leasing Co. Inc.  
DBA-Oregon City Garbage  
P.O. Box 191

Department Solid Waste

Subject

Oregon City, OR. 97045

Division Operations

Bid  Contract

Name Ray Barker

RFP  Other

Vendor no. 10726

Title Assistant Operations Mgr.

Contract no. 904306

Extension 1694

Purpose Rubbish Disposal, MSSHW Facility

### Expense

Procurement  Personal/professional services  Services (LM)  Construction  IGA

### Revenue

Budget code(s)  
531-310280-524190-75000

### Price basis

### Term

Contract

Unit

Completion

Grant

Total

Annual

Other

Other

Multi-year\*\*

This project is listed in the  
1995 -1996 budget.

Yes  Type A

### Payment required

July 1, 1995  
Beginning date

No  Type B

Lump sum

June 30, 1997

Progress payments

Ending date

Total commitment	Original amount	\$	<u>20,800.00</u>
	Previous amendments	\$	<u>                    </u>
	This transaction	\$	<u>20,800.00</u>
	Total	\$	<u>20,800.00</u>
	A. Amount of contract to be spent fiscal year <u>1995 - 1996</u>	\$	<u>10,400.00</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$	<u>1,582,942.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>5/15/95</u>	\$	<u>1,582,942.00</u> ***

### Approvals

Division manager [Signature]

Department director [Signature]

Labor

Fiscal [Signature]

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

- 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

<b>Dates:</b>	<b>Project estimate:</b> _____
Ads _____ (Publication) _____	<b>Funding:</b>
Pre-bid meeting _____ Bid opening** _____	<input type="checkbox"/> Local/state
Filed with council _____ For action _____	<input type="checkbox"/> Federal
Filed with council committee _____ For hearing _____	<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.

**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."

In exchange for the promises and other consideration set forth below, 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 July 1, 1995, through and including June 30, 1997.

**ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT**

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

**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.

OREGON CITY GARBAGE CO., INC.

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**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.

## CONTRACT SUM AND TERMS OF PAYMENT

1. Metro shall compensate contractor for hauling of garbage, cardboard and paint cans as follows during the first year of the contract:

16-yard drop box of garbage \$38.50 per load

23-yard cardboard compactor/cardboard \$55.00 per load

20-yard drop box of paint cans \$110.00 per load

2. Metro shall compensate contractor for hauling of garbage, cardboard and paint cans as follows during the second year of the contract:

16-yard drop box of garbage \$42.35 per load

23-yard cardboard compactor/cardboard \$60.50 per load

20-yard drop box of paint cans \$121.00 per load

3. Metro shall pay contractor for services performed and materials delivered in the maximum sum of Twenty Thousand Eight Hundred and No/100 Dollars (\$20,800.00).
4. Contractor shall retain all Monies from the sale of cardboard.
5. Metro shall pay all disposal charges for garbage and paint cans.
6. 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.
7. Metro shall pay contractor within thirty (30) days following receipt of an approved invoice from contractor.

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## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2162 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH B & B LEASING CO., INC. FOR REFUSE HAULING FROM METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY

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Date: May 22, 1995

Presented by: Roosevelt Carter

### PROPOSED ACTION

Adoption of Resolution No. 95-2162 authorizing an exemption to competitive bidding procedures, and authorizing the execution of a public contract with B & B Leasing Co., Inc., for hauling cardboard, paint cans and rubbish from the Metro South Household Hazardous Waste Facility.

### FACTUAL BACKGROUND AND ANALYSIS

During 1994, the Metro South Household Hazardous Waste Facility (MSHHW) served a total of 9,142 customers and collected a total of 635,900 pounds of waste (318 tons). 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. In 1994, the facility recycled 7 tons of cardboard and 21.7 tons of metal cans, and landfilled 162 tons of solid waste (contaminated packaging materials, etc.).

Metro currently has a contract with B & B Leasing Co., Inc., dba Oregon City Garbage, for hauling cardboard, paint cans and rubbish from the MSHHW. That contract expires June 30, 1995.

It is proposed that Metro enter into a new contract with B & B Leasing Co., Inc. for hauling cardboard, paint cans and rubbish for the period of July 1, 1995 through June 30, 1997. 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. This Metro-owned equipment is in place at the rear of the MSHHW facility. The contractor would haul the paint cans and 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 MSHHW 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 facility is located. Contracting with

B & B Leasing Co., Inc. will not encourage favoritism or substantially diminish competition beyond that already envisioned and required by the franchising system. Use of B & B Leasing Co., Inc. will result in substantial long-term cost savings by franchising design.

#### BUDGET IMPACT

A total of \$10,400 is budgeted for hauling cardboard, paint cans and rubbish from the HHW facility in FY 1995-96. The estimated cost for the proposed contract in FY 1995-96 is \$10,400. The total amount of the contract is \$20,800 for the period of July 1, 1995 through June 30, 1997.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2162.

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