



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

## MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU  
1800 SW 6TH AVE.  
AUDITORIUM

SEPTEMBER 23, 1977  
2:00 P.M.

### A G E N D A

77-919

MINUTES

77-920

PUBLIC COMMUNICATIONS

#### ADMINISTRATIVE DIVISION

77-921

CASH DISBURSEMENTS

77-922

CONTRACT 77-109 - LOCAL GOVERNMENT  
PERSONNEL INSTITUTE - MSD PERSONNEL  
CLASSIFICATION & COMPENSATION STUDY

#### SOLID WASTE DIVISION

77-923

CONTRACT 77-102 - FOREST GROVE TRANSFER  
STATION

77-924

CONTRACT 77-110 - PORTLAND RECYCLING  
TEAM - BOTTLE WASHING FACILITY

77-925

CONTRACT 77-111 - DEPARTMENT OF ENVIRON-  
METAL QUALITY - BOTTLE WASHING FACILITY

#### ZOO DIVISION

77-926

CONTRACT 77-107 - WARNER WALKER & MACY -  
ZOO DEVELOPMENT PLAN

77-927

SEAL POOL WALL BID - CONTRACT AWARD



# METROPOLITAN SERVICE DISTRICT

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(503) 222-3671

## MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU  
1800 SW 6TH AVE.  
AUDITORIUM

SEPTEMBER 23, 1977  
2:00 P.M.

## ACTION AGENDA

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
1	77-919	MINUTES Action - <u>Approve</u> minutes of September 9, 1977 Meeting
11	77-920	PUBLIC COMMUNICATIONS Action - <u>Receive</u> comments from the public on matters not listed on the meeting agenda
12	77-921	CASH DISBURSEMENTS Action - <u>Approve</u> staff recommendation
13	77-922	CONTRACT 77-109 - LOCAL GOVERNMENT PERSONNEL INSTITUTE - MSD PERSONNEL CLASSIFICATION & COMPENSATION STUDY Action - <u>Remove</u> from agenda
14	77-923	CONTRACT 77-102 - FOREST GROVE TRANSFER STATION Action - <u>Approve</u> Contract 77-102

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
15	77-924	CONTRACT 77-110 - PORTLAND RECYCLING TEAM - BOTTLE WASHING FACILITY Action - <u>Approve</u> Contract 77-110
16	77-925	CONTRACT 77-111 - DEPARTMENT OF ENVIRON- MENTAL QUALITY - BOTTLE WASHING FACILITY Action - <u>Approve</u> Contract 77-111
17	77-926	CONTRACT 77-107 - WARNER WALKER & MACY - ZOO DEVELOPMENT PLAN Action - <u>Approve</u> Contract 77-107
18	77-927	SEAL POOL WALL BID - CONTRACT AWARD Action - <u>Award</u> contract to lowest bidder

OTHER BUSINESS

77-919 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE SEPTEMBER 9,  
1977, BOARD MEETING.

THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES.

77-920 PUBLIC COMMUNICATIONS

THIS AGENDA ITEM ALLOWS THE BOARD TO RECEIVE COMMENTS FROM THE PUBLIC ON MATTERS NOT LISTED ON THE MEETING AGENDA.

77-921 CASH DISBURSEMENTS

THE FOLLOWING CHECKS ARE SUBMITTED FOR DISBURSEMENTS SEPTEMBER 23, 1977:

CHECKS No. 4272 THROUGH 4360 \$32,076.38

ITEMS OF INTEREST INCLUDE:

BANKERS LIFE	\$5,952.88
NORTHWEST MARINE IRON WORKS	1,899.52
NORTHWEST NATURAL GAS	1,639.54
COOPERS & LYBRAND	1,520.00
OREGON LABORERS TRUST FUND	6,456.50

THE STAFF RECOMMENDS APPROVAL FOR PAYMENT OF CHECKS No. 4272 THROUGH 4360 IN THE TOTAL AMOUNT OF \$32,076.38.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-921 DATE 9-23-77

	YES	NO	ABST.
BARTELS	<input checked="" type="checkbox"/>		
GORDON			
McCREADY			
ROBNETT			
SALQUIST	<input checked="" type="checkbox"/>		
SCHUMACHER	<input checked="" type="checkbox"/>		
MILLER, CHAIRMAN	<input checked="" type="checkbox"/>		

Frank Miller  
Clerk of the Board

77-922 CONTRACT 77-109 - LOCAL GOVERNMENT PERSONNEL INSTITUTE -  
MSD PERSONNEL CLASSIFICATION & COMPENSATION STUDY

(SET OVER FOR CONSIDERATION AT A LATER DATE)

77-923 CONTRACT 77-102 - FOREST GROVE TRANSFER STATION

FOREST GROVE DISPOSAL SERVICE OPERATES A PROCESSING FACILITY AS DEFINED BY MSD ORDINANCE IN FOREST GROVE. PURSUANT TO SECTION 8.(A)(3) OF ORDINANCE 47, THE STAFF HAS DEVELOPED AN AGREEMENT WITH FOREST GROVE DISPOSAL SERVICE. THIS AGREEMENT IS SIMILAR TO AGREEMENTS PREVIOUSLY APPROVED BY THE BOARD BETWEEN MSD AND RESOURCE RECOVERY BYPRODUCTS AND METROPOLITAN DISPOSAL CORPORATION.

THE STAFF RECOMMENDS APPROVAL OF CONTRACT 77-102.

*Amend termination clause to include notification by MSD of the operation of the South processing station.*

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION  
NO. 77-923 DATE 9-23-77  
YES NO ABST.

BARTELS  
GORDON  
McCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN

YES	NO	ABST.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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*[Signature]*  
Clerk of the Board



LIMITED AGREEMENT

PARTIES:

METROPOLITAN SERVICE DISTRICT OF PORTLAND, OREGON,  
a municipal corporation organized and existing under the Laws  
of the State of Oregon, (hereafter MSD).

FOREST GROVE DISPOSAL SERVICE, an Oregon corporation,  
(hereafter FGDS).

DATE:

RECITALS:

1. FGDS owns and operates a processing facility  
(the Facility), as defined in MSD Ordinance 47 (the Ordinance),  
located at Route 1, Box 121, Forest Grove, Oregon. The Facility  
presently accepts solid wastes as defined in the Ordinance from  
FGDS, Eager Beaver Sanitary Service, Pacific Garbage Service and  
Public Garbage Service all of which are owned by Ambrose Calcagno,  
and the public.

2. MSD is implementing, effective June 1, 1977, its  
Solid Waste Management Program, which includes the certification  
of all landfills in the District and prohibits the operation  
of processing facilities and transfer stations, except by agree-  
ment with MSD.

3. The Ordinance provides that solid wastes must be  
taken to a landfill certified or approved by MSD or to a trans-

fer station or processing facility operated by or under agreement with MSD.

4. (a) MSD's program will be implemented in three phases. Phase I will include the design, construction, and beginning of operation for a processing facility in Oregon City capable of accepting approximately 1200 tons of solid waste each day or approximately 400,000 tons per year. It is expected that most of the solid wastes for this facility will be drawn from the southern half of the MSD area.

(b) Phase II calls for the design, construction and beginning of operation of a processing facility in the north end of the MSD region. The size and capability of this facility are not defined.

(c) Phase III currently is defined as when the two processing facilities are operational.

5. At each facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. The fuel will probably be sold on long term contract requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee means that MSD must be able to control the flow of solid wastes to its facilities or facilities designed by MSD. MSD's ability to solve the Portland metropolitan solid waste disposal problems depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.

6. The franchise granted to FGDS by the City of Forest Grove requires FGDS to receive recyclable solid waste from the public.

AGREEMENT:

7. FGDS may continue to operate the Facility during the term of this Agreement as specified below:

(a) FGDS may accept mixed loads of solid waste from commercial vehicles owned by FGDS, Eager Beaver Sanitary Service, Public Garbage Service and Pacific Garbage Service. FGDS pledges its best efforts to keep food wastes from commercial vehicles out of the Facility. FGDS shall not accept any load of solid waste from commercial vehicles containing more than three (3) percent food wastes or material contaminated by food wastes by weight and such acceptance shall be a violation of the Agreement and shall result in a \$250.00 penalty for each violation after written notification of the first violation. FGDS may separate recyclable material from solid waste received from commercial vehicles.

(b) FGDS may accept mixed solid waste from the public not to exceed 100 cubic yards per week. All mixed solid waste accepted by FGDS from the public shall be delivered to an MSD authorized disposal site. FGDS shall not separate mixed solid waste received from the public.

(c) FGDS shall not stockpile mixed loads of food waste, food containers or material contaminated by food waste for more than 24 hours. Those portions of mixed wastes that have been separated and will not be used for re-use or recycling shall be delivered within 24 hours after acceptance to a MSD certified waste disposal site.

(d) All solid wastes accepted by FGDS at the Facility shall be controlled to prevent rodent and insect infes-

tation, noxious odors and blowing paper.

(e) Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases therefrom, or substances which could affect the health of FGDS employees and the public. Within 30 days of the execution of this Agreement, FGDS shall submit to MSD a list of measures used to handle this concern.

8. FGDS will collect the MSD user fees set forth in the attached Schedule A for all solid wastes generated within the MSD and accepted by FGDS at the Facility except solid wastes that:

- (a) are not putrescible, and
- (b) have been source separated, and
- (c) are not and will not be mixed by type with other solid wastes, and
- (d) will be reused or recycled.

For the purpose of this section putrescible does not include wood, dry cardboard or paper uncontaminated by food wastes or petroleum products. Payment of the user fees will be in addition to any other charges levied by FGDS. Schedule A is subject to revisions in accordance with MSD ordinances, rules and regulations promulgated after the date of this agreement.

9. FGDS will pay the user fee to and file reports with MSD in accordance with Section 17 of Ordinance 47.

10. FGDS will file monthly with MSD a report indicating the types (wood, paper, cardboard, etc.) and quantities (tonnage) of solid wastes accepted at the Facility and not disposed at an authorized MSD disposal site.

11. MSD may inspect the accepted waste, property and improvements constituting the Facility in accordance with Ordinances No. 47 and 48, copies of which have been given to FGDS.

12. Any notices required to be given under this agreement shall be given to FGDS at Route 1, Box 121, Forest Grove, Oregon 97116 and to MSD, c/o Director, Solid Waste Division, 1220 SW Morrison, Room 300, Portland, Oregon 97205.

13. This agreement does not eliminate the necessity of complying with applicable city and county regulations, DEQ permit, statutes and rules.

14. (a) FGDS understands that when MSD's first processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of the MSD area to be directed exclusively to the first processing facility in order to meet the tonnage demands. It may be necessary for MSD to direct solid wastes presently going to FGDS's facility to the MSD's processing facility in order to guarantee quantities and solve an areawide problem. FGDS understands and agrees that this agreement does not vest any right or privilege in FGDS to continue its present practice after the termination of this agreement. FGDS understands and agrees that any improvements or capital expenses made at the facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in MSD area will come to the facility.

(b) FGDS understands that this agreement is a limited agreement to operate and vests no renewal rights in FGDS. This agreement is not intended in any way to be a commitment

of understanding that MSD will buy or use the facility as the north processing facility or as a transfer facility or that MSD will contract with FGDS to design, construct or operate the north processing facility or a transfer facility.

15. Except as provided in paragraph 16, the term of this Agreement shall be for five (5) years or the date MSD notifies FGDS that the first recourse recovery facility begins operations, whichever occurs first.

16. This agreement may be terminated by MSD if after five (5) days notice of a violation of this agreement, any MSD ordinance, rule or regulation, the FGDS permit form DEQ or of any DEQ statute, rule or regulation, such violation continues or re-occurs, provided, however, if there is serious danger to the public health or safety this agreement may be terminated immediately.

17. FGDS may not under any condition transfer or assign this Limited Agreement.

18. In the event of litigation concerning this Limited Agreement, the prevailing party is entitled to reasonable attorneys fees to be determined by the Court, including reasonable fees on appeal.

19. If any provision is declared invalid or unenforceable, the validity or enforceability of the remaining provision shall not be impaired.

DATED: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

DATED: \_\_\_\_\_

FOREST GROVE DISPOSAL SERVICE

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

## SCHEDULE A

### SECTION I

The following user fees shall be paid by FGDS to MSD:

- (a) non-compacted solid waste, 16¢ per cubic yard delivered;
- (b) compacted solid waste, 28¢ per cubic yard delivered.

### SECTION 2

This Schedule A is operative until the St. Johns, Newberg or Rossman Landfills convert from the volume to the weight method of assessing fees and at such time this schedule will be revised in accordance with MSD ordinances, rules and regulations.



77-924 CONTRACT 77-110 - PORTLAND RECYCLING TEAM - BOTTLE  
WASHING FACILITY

STAFF IS DEVELOPING A CONTRACT WITH PORTLAND RECYCLING TEAM FOR THE BOTTLE WASHING FACILITY PURSUANT TO BOARD DIRECTION ON AUGUST 26, 1977. AS OF THE DATE OF THIS WRITING, THE CONTRACT HAS NOT BEEN FINALIZED BECAUSE, 1) PORTLAND RECYCLING TEAM HAS NOT INDICATED THE METHOD OF SECURING THE LOAN; AND 2) DEQ HAS NOT DETERMINED THE DEGREE OF CONTROL MSD MUST OBTAIN IN THE OPERATION. STAFF ANTICIPATES, HOWEVER, THAT THESE QUESTIONS WILL BE ANSWERED AND THE CONTRACT WILL BE AVAILABLE BY THE BOARD MEETING.

STAFF RECOMMENDS APPROVAL OF CONTRACT 77-110 WITH PORTLAND RECYCLING TEAM SUBJECT TO LEGAL COUNSEL REVIEW AND OBTAINING APPROPRIATE LOAN SECURITY.

*Set over for consideration at a  
later date.*

77-925 CONTRACT 77-111 - DEPARTMENT OF ENVIRONMENTAL QUALITY -  
BOTTLE WASHING FACILITY

CONTRACT 77-111 BETWEEN MSD AND THE DEPARTMENT OF ENVIRONMENTAL QUALITY IS FOR A LOAN OF \$35,000 AND A GRANT OF \$15,000 (A TOTAL OF \$50,000) COVERING THE MSD/PORTLAND RECYCLING TEAM BOTTLE WASHING PROJECT.

STAFF RECOMMENDS APPROVAL OF CONTRACT 77-111.

*Set over for consideration at  
later date.*

77-926 CONTRACT 77-107 - WARNER WALKER & MACY - Zoo DEVELOPMENT PLAN

AT THE JULY 22, 1977, MEETING OF THE MSD BOARD THE SELECTION OF THE FIRM OF WARNER, WALKER & MACY WAS APPROVED FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PROGRAM FOR THE ZOO. THE STAFF HAS BEEN INVOLVED IN NUMEROUS MEETINGS WITH THIS FIRM AND HAVE DEVELOPED AND NEGOTIATED A CONTRACT OF \$50,000 TO ACCOMPLISH A WORKSCOPE THAT WILL PROVIDE THE MSD WITH AN IMPLEMENTABLE DEVELOPMENT PROGRAM FOR THE NEXT FOUR YEARS AND WHICH WILL ALSO PROVIDE SEVERAL PROJECTS TO BE SPUN-OFF IN TIME FOR IMPLEMENTATION PRIOR TO NEXT SUMMER. THE CONTRACT WITH THE WORKSCOPE IS UNDER SEPARATE COVER.

THE STAFF RECOMMENDS THAT THE BOARD APPROVE CONTRACT 77-107 WITH WARNER, WALKER & MACY, WITH A TOTAL EXPENDITURE NOT TO EXCEED \$50,000, AND SUBJECT TO LEGAL COUNSEL REVIEW.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION  
NO. 77-926 DATE 9-23-77

	YES	NO	ABST.
BARTELS	/		
GORDON	/		
MCCREADY	/		
ROBNETT	/		
SALQUIST	/		
SCHUMACHER	/		
MILLER, CHAIRMAN	/		

*Jean Miller*  
Clerk of the Board

AGREEMENT

THIS AGREEMENT is executed this \_\_\_\_ day of September, 1977, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, 1220 S.W. Morrison, Portland, Oregon, 97205, hereinafter referred to as MSD, and WARNER, WALKER & MACY, 123 N.W. 2nd Avenue, Portland, Oregon 97209, hereinafter referred to as Contractor.

The parties agree as follows:

ARTICLE I. SCOPE OF THE WORK

A. This Agreement is exclusively for personal services. Contractor shall perform the services and deliver to MSD the materials described in the Scope of Work, attached hereto as Appendix B. All services and materials shall be provided in a competent and professional manner and in accordance with the Scope of Work.

B. Contractor's services shall be performed by or under the personal supervision of J. DOUGLAS MACY.

ARTICLE II. COMMENCEMENT AND COMPLETION OF AGREEMENT.

Services to be performed under this Agreement shall commence on September \_\_\_\_, 1977, and shall be completed no later than March 15, 1978.

ARTICLE III. CONTRACT SUM.

MSD shall pay to Contractor the following maximum sums (including reimbursables) for the performance of each completed phase of the Agreement as described in the Scope of Work, and in the manner and at the times designated in ARTICLE IV:

Phase I:	\$10,000
Phase II:	\$16,000 - plus any sums not expended for Phase I.
Phase III:	\$12,000 - plus any sums not expended for Phase I or II.
Phase IV:	\$12,000 - plus any sums not expended for Phases I, II or III.

ARTICLE IV. TERMS OF PAYMENT.

A. On the 28th day of each month, Contractor may invoice MSD for that portion of the contract sum which reflects the number of hours of actual labor performed and reimbursable expenses during the month. Each invoice shall be supported by a general description of such labor and reimbursable expenses or such other evidence of Contractor's right to payment as MSD may direct. Any invoice for reimbursables in a sum more than \$1,000 per month must be approved in writing by the Zoo Director prior to payment.

B. The hourly rates to be charged for Contractor's labor during the term of this Agreement are as follows:

<u>Title</u>	<u>Charge Per Hour</u>
Principals	\$30.00
Project Captain	\$25.00
Assistants	\$18.00

B. (continued..)

<u>Title</u>	<u>Charge Per Hour</u>
Senior Draftsmen	\$16.00
Draftsmen	\$14.00
Clerical	\$12.50

C. Reimbursable expenses are as follows:

<u>Type</u>	<u>Amount</u>
Subcontract consultants	Billings at cost
Mileage travelled by office car	\$.17 per mile.
Printings, photography, reproductions, travel by commercial means, meals and lodging.	Billings at cost.

D. MSD shall pay contractor the amount of all invoices within thirty (30) days after receipt of same except that MSD may retain five percent (5%) of all invoices except the final invoice.

E. Contractor shall notify MSD in writing when all services are completed and all terms of this Agreement are satisfied by Contractor. If MSD agrees, it shall acknowledge in writing within five (5) working days that the services are accepted. If MSD disagrees, it shall so notify Contractor in writing within five (5) working days and advise of alleged

deficiencies. Thereupon, Contractor shall take or cause a subcontractor to take corrective measure, upon the conclusion of which MSD shall then issue its acceptance of the services.

F. Upon receipt of MSD's acceptance of services, Contractor may submit its final invoice for all retainage and for any other amounts which may then be due and payable.

ARTICLE V. SUBCONTRACTORS.

A. Contractor may subcontract with GORDON HILKER, Interpretive Planner, and with LORD & LeBLANC, Economics Consultants, for selected work tasks as Contractor may direct.

B. MSD approves the use of GORDON HILKER and LORD & LeBLANC. This approval is not approval of their respective work products and does not waive any claim MSD may have now or in the future against Contractor related to their respective work products. Contractor is solely responsible for paying any subcontractors.

C. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and MSD.

ARTICLE VI. LIABILITY AND INDEMNITY.

Contractor is an independent contractor and assumes sole responsibility for the contents of its work and performance of its services and assumes full responsibility for all liability for bodily injuries or physical damage to person or property arising out of or related to this Agreement. Contractor shall indemnify and hold MSD, its agents and employees,

harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorneys' fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by MSD and from any claims or disputes involving the subcontractor.

ARTICLE VII. TERMINATION

MSD may terminate this Agreement upon giving Contractor fourteen (14) days' written notice. In the event of termination, Contractor shall be entitled to payment for labor performed and reimbursable expenses incurred to the date of termination. MSD shall not be liable for indirect or consequential damages. Termination by MSD will not waive any claims or remedies it may have against Contractor.

ARTICLE VIII. DRAWINGS AND DATA.

All drawings, specifications, designs, and data collected or prepared by Contractor hereunder shall become the property of MSD and may be used by MSD for any purposes whatsoever, except that such drawings and data shall not be resold by MSD. Contractor shall have the right to use copies of all such documents prepared by it hereunder in the conduct of its business, without accounting to MSD.



ARTICLE IX. PUBLIC CONTRACTS

Contractor shall comply with all statutory provisions that are applicable to public contracts in the State of Oregon. General Conditions for Public Contracts are attached hereto as Appendix A and incorporated herein by reference as if fully set forth. In addition to any other applicable statutory provisions, Contractor shall comply with the attached general conditions.

ARTICLE X. ATTORNEYS' FEES.

In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including fees and costs on appeal to an appellate court.

ARTICLE XI. GOVERNING LAW.

The law of the State of Oregon shall govern the construction and interpretation of this Agreement.

ARTICLE XII. ASSIGNMENT.

This Agreement may not under any condition be assigned or transferred.

METROPOLITAN SERVICE DISTRICT

By \_\_\_\_\_

APPROVED AS TO FORM:

WARNER, WALKER & MACY

\_\_\_\_\_  
Attorney for Metropolitan  
Service District

By \_\_\_\_\_

APPENDIX B

SCOPE OF WORK

Goal

To develop a program for accomodating future growth and developing the potential of the Zoo over the next ten years and to make recommendations for physical improvements to the Zoo over the next three and one/half years which will increase attendance, length of visit, revenue and patron enjoyment of the Zoo facilities.

*[Handwritten signature and initials]*  
v - 1000 -

Scope of Work

Phase I

Estimated Completion Date - November 15, 1977

A. Contractor shall collect data that accurately represents conditions at the Zoo as they currently exist, analyze the data collected, and recommend general objectives for physical site characteristics and operations in order to accomplish the Goal. This data will be used in Phases II, III and IV to determine the nature of, cost of, and priority of physical improvements which are required to meet the Goal. Contractor shall collect and analyze data concerning the following:

1. Physical site characteristics.
  - a. Ownership and uses of land immediately adjacent to Zoo.
  - b. Traffic access.

- c. Topography and aspects.
- d. Soils and geologic hazards.
- e. Vegetation.
- f. Visual qualities.
- g. Structures (buildings, fences, walls, etc.)
- h. Utilities and related equipment, vaults, etc.

2. Operations.

- a. Maintenance program.
- b. Service access.
- c. Pedestrian flow.
- d. Exhibit content and balance.
- e. Programs and activities.
- f. Visitor services.
- g. Habitats for animals.
- h. Attendance and length of visitation.
- i. Operations, maintenance and administration costs.

B. Contractor shall submit a written report to the MSD Board summarizing the collected data and data analysis. Upon written acceptance of the report by the MSD Board, Phase I shall be deemed complete.

Phase II  
Estimated Completion Date - January 1, 1978

A. Upon completion of Phase I, Contractor shall prepare a development program with various options in accordance with the following long-range plans of the Zoo:

1. Relocation of the Zoo entryway to be more centrally located with respect to the parking lot, Zoo grounds and other Washington Park facilities.
2. Relocation of the current Children's Zoo near or at the site of the current entryway or at other locations.
3. Acquisition of the existing "Nature Trail" land immediately adjacent to the Zoo and below the Solar Energy House (Terra One) for addition of a Cascades exhibit showing the natural history of the Cascade Mountains.
4. Development of display areas for larger native wildlife both immediately adjacent to the existing railroad exhibit area, as well as further along the train route, and addition of a "covered bridge."

B. The development program shall also include the study of and recommendations consistent with the goal concerning the following areas and any other areas deemed appropriate by the Contractor and approved in writing by the Zoo Director:

1. Program/exhibit content.
2. Vegetation patterns.
3. Pedestrian circulation (sorting techniques, etc.).
4. Exterior use areas (concessions, picnic seating areas, restrooms, special events, etc.)

5. Exterior lighting, seating, trash receptacles, and other site furniture.
  6. Signs and graphics.
  7. Rain protection.
- C. All recommendations made by the Contractor shall be evaluated in terms of the capital cost, operational and maintenance aspects, impact on visitors, impact on revenues and overall compliance with the Goal.
- D. The Contractor shall prepare a written report explaining the development program and recommendations for each area listed in paragraph B and any other areas studied by Contractor. The Contractor and the Zoo Director shall select projects of highest priority for immediate implementation.
- E. The Contractor shall submit the written report and selected highest priority projects to the MSD Board in the form of understandable narrative, maps, graphics, etc., as appropriate (including schematic designs for the highest priority projects). Upon written acceptance of the written report and selected high priority projects by the MSD Board, Phase II shall be deemed complete.

Phase III  
Estimated Completion Date February 1, 1978

- A. Upon completion of Phase II, the Contractor shall prepare an implementation program which includes, but is not limited to, the following:

1. Identification of approximately 20-25 potential improvement projects consistent with the Goal and Phase II development program, which includes, but is not limited to, the following projects:
  - a. Train loop - design the addition of a lemur island exhibit.
  - b. Entrance plaza - redesign approaches to and the area immediately inside of the entry gates, including visitor services (food, souvenir, and railroad facilities); design sculpture, rose, Japanese and rhododendron gardens to beautify the entrance plaza and to advertise corresponding gardens in the Portland and Washington Park area.
  - c. Waterfowl ponds - design addition of new and improvement of existing exhibits of native animals in waterfowl ponds.
  - d. Feline and bear enclosures - design aesthetic improvements to feline and bear enclosures.
  - e. Bird walk - design addition of bird walk on lower hillside area across from the giraffe exhibit and adjacent to and extending from the existing visitor path around the penguin-arium.

- f. Primate exhibits - design new exhibit facilities to house two species of great apes and six species of gibbons and monkeys.
- g. Bird and reptile house - design renovation and further enclosure of existing exhibit in order to display birds and reptiles that require climate controlled conditions.
- h. Oregon coast exhibit - modify existing design on already designated site and incorporate into the visitors' circulation.
- i. Elephant house - design improvements, including, but not limited to, an expanded and renovated outdoor viewing area, on-site hay storage, improved animal handling, and an elephant museum.
- j. Giraffe-Africa complex - design improvements to enable better handling and exhibiting of such existing species as hippos, cranes, rhinos, and arboreal primates.
- k. Office and services areas - design improvements to allow for better management, security, communications, etc. throughout the Zoo; recommend improvements for all office storage, maintenance, employee and other nonpublic areas where necessary.

The Zoo Director may modify the above list of projects at any time prior to commencement of Phase III.

2. Development of design guidelines and materials lists for each project consistent with animal and services requirements. Animal and services requirements shall be prepared by the Zoo staff after Contractor's identification of projects pursuant to Paragraph 1.
3. Evaluation of and compiling the following information and any other information deemed appropriate by the Contractor, for each project:
  - a. Design and construction time schedules.
  - b. Estimated cost.
  - c. Engineering analysis.
  - d. Utility requirements.
  - e. Visitor appeal.
  - f. Impact on visitors' spending during construction.
  - g. Cash flow for payment of construction costs.
  - h. Cost/benefit analysis.
  - i. Financing options.
  - j. Operational and maintenance costs.
  - k. Compliance with the Goal.
4. Ranking of each project from lowest to highest priority.
5. Presentation to the MSD Board of the information listed in paragraph 3 and the ranking of projects in an understandable



form by means of narrative, maps, drawings, sketches, charts, tables, etc. as appropriate. The MSD Board shall approve and select at least twelve projects which it deems of the highest priority. Upon written acceptance of the implementation program by the MSD Board, Phase III shall be deemed complete.

Phase IV  
Estimated Completion Date - March 15, 1978

A. Upon completion of Phase III, the Contractor shall prepare schematic designs depicting the scale and relationship of project components, design and treatment, materials and character of construction, utility services required, and probable construction costs for the twelve highest priority projects selected by the MSD Board of Phase III. The schematic design shall be sufficient to allow MSD to obtain proposals for architectural services for each project.

B. In the event that the Contractor has prepared schematic designs for the twelve highest priority projects selected by the MSD Board in Phase III and the amount of all invoices, paid and unpaid, including any and all retainage, is less than the contract sum, the MSD Board upon written application by the Contractor may authorize expenditure of additional funds not to exceed the contract sum for preparation of schematic designs for such other projects identified and evaluated in Phase III as the MSD Board may direct.

C. The Contractor shall present the schematic designs to the MSD Board. Upon written approval of the schematic designs, Phase IV shall be deemed complete.

77-927 SEAL POOL WALL BID - CONTRACT AWARD

LAST FEBRUARY THE ZOO STAFF REQUESTED BIDS ON THE FABRICATION AND INSTALLATION OF A PROTECTIVE NETTING FOR THE CURRENT SEAL POOL. THE NEED FOR SUCH A COVER IS TO PREVENT THE POOL FROM ACCUMULATING LITTER AND MOST IMPORTANTLY TO PROTECT THE SEALS FROM INGESTING METAL OBJECTS (COINS, KEYS, ETC.) THAT INADVERTENTLY FALL INTO OR ARE DROPPED INTO THE WATER. THE DANGER TO THE HEALTH OF THE ANIMALS FROM BOTH THE LITTER AND THE POTENTIAL FOR INGESTING METAL IS EXTREME.

WHEN THE BIDS WERE OPENED FOR THE NETTING COVER THERE WERE TWO PROBLEMS. THE ONE RESPONSIVE BID WAS \$27,985 WHICH WAS FAR IN EXCESS OF OUR ANTICIPATED COSTS OF \$10,000 TO \$15,000 AND A SECOND COMPANY FILED A PROTEST BID ON THE BASIS THAT THE PRESCRIBED NETTING MATERIAL DID NOT MEET THE INFLAMABILITY RETARDENT STANDARDS PRESCRIBED BY THE FIRE CODE.

THE MSD BOARD, AT ITS FEBRUARY 25 MEETING, ENDORSED THE STAFF RECOMMENDATION NOT TO ACCEPT ANY BIDS AND FURTHER DIRECT THE ZOO STAFF TO FIND AN ALTERNATIVE MEANS TO PROTECT THE SEALS THAT WOULD BE MORE ECONOMICAL.

IN RESPONSE TO THAT ACTION STEVE McCUSKER AND LEE MARSHALL OF THE ZOO STAFF HAVE DEVISED A PERIMETER GLASS PANEL WALL SYSTEM THAT WILL TOTALLY PREVENT INADVERTENT DROPPING OF BOTH LITTER AND METAL OBJECTS AND WHICH SHOULD SEVERELY LIMIT THE DELIBERATE THROWING OF SUCH ITEMS. SOME OF THE INSTALLATION OF ALUMINUM FRAMING WILL BE DONE BY THE ZOO AND THE SUPPLY AND INSTALLATION OF THE GLASS PANELS HAS BEEN PUT OUT TO BID. OF THE FIVE INTERESTED COMPANIES ONLY TWO RESPONDED WITH FORMAL WRITTEN BIDS. THESE TWO ARE TOM BENSON INDUSTRIES IN THE AMOUNT OF \$11,305 AND THE FITZGIBBON GLASS COMPANY IN THE AMOUNT OF \$11,094.

FUNDS FOR THIS PROJECT ARE AVAILABLE UNDER A \$16,000 CAPITAL IMPROVEMENTS LINE ITEM FOR CONSTRUCTION OF THE "ANIMAL QUARANTINE" CAGES WHICH WILL NOT BE CONSTRUCTED UNTIL THE ZOO'S DEVELOPMENT PLAN IS COMPLETED.

THE STAFF RECOMMENDS AWARDING THE CONTRACT FOR THE SEAL POOL WALL TO FITZGIBBON GLASS COMPANY IN AN AMOUNT NOT TO EXCEED \$11,094; AND APPROVAL OF TOM BENSON GLASS COMPANY AS SECOND BIDDER AT AN AMOUNT NOT TO EXCEED \$11,305 IN CASE OF DEFAULT BY FITZGIBBON.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

No. 77-927 DATE 9-23-77

	YES	NO	ABST.
BARTELS	/		
GORDON	/		
McCREADY	/		
ROBNETT	/		
SALQUIST	/		
SCHUMACHER	/		
MILLER, CHAIRMAN	/		

*Jan McLeod*  
Clerk of the Board

HARDY, BUTTLER, MCEWEN, WEISS & NEWMAN

(FOUNDED AS CAKE & CAKE-1886)

ATTORNEYS AT LAW

1408 STANDARD PLAZA

PORTLAND, OREGON 97204

September 1, 1977

TELEPHONE 226-7321  
AREA CODE 503

RALPH H CAKE  
(1891-1973)  
NICHOLAS JAUREGUY  
(1896-1974)

HERBERT C. HARDY  
JOHN H. BUTTLER  
DONALD W. MCEWEN  
ROBERT L. WEISS  
JONATHAN U. NEWMAN  
JOHN R. FAUST, JR.  
JOSEPH J. HANNA, JR.  
DEAN P. GISVOLD  
GEORGE C. REINMILLER  
ROBERT D. RANKIN  
THOMAS L. GALLAGHER, JR.  
VICTOR W. VANKOTEN  
MARTIN W. ROHRER  
ROBERT A. STOUT  
JANICE M. STEWART

Ms. Jean Woodman  
Metropolitan Service District  
1220 S. W. Morrison, Room 300  
Portland, Oregon 97205

Re: Seal Pool Protection Wall

Dear Jean:

Enclosed for your review is Materials and Services Agreement with Appendix A (scope of work) and Appendix B (general conditions) attached. You have already received from us the Call For Bids and the Proposal forms. The plans and specifications referred to in the Agreement are to be initialed by both parties when the Agreement is signed.

As per our telephone conversation of this morning, the Call For Bids should include a paragraph reading

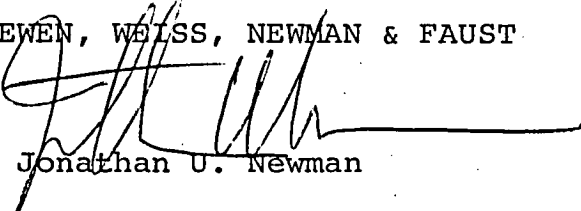
"Each bid shall be accompanied by a surety's bid bond, cashier's check or certified check as bid security in the amount of 10 percent of the bid."

There should be added to the Proposal form, the title of which should be changed to read "Bid Form," a paragraph before the paragraph reading "In witness whereof," as follows:

"Attached hereto is bid security submitted by bidder in the form of \_\_\_\_\_  
(Describe bid security)"

Very truly yours,

HARDY, MCEWEN, WEISS, NEWMAN & FAUST

  
Jonathan U. Newman

JUN:br  
Enclosure

CALL FOR BIDS

SEAL POOL PROTECTION WALL

The Metropolitan Service District (MSD) is soliciting sealed bids for the seal pool protection wall contract. Sealed bids must be submitted to the Metropolitan Service District, Room 300, 1220 SW Morrison Street, Portland, Oregon 97205, to the attention of Charles Estes, no later than 3:00 P.M., P.D.S.T., September 15, 1977, at which time the sealed bids will be publicly opened. All bids must be clearly marked "SEALED BID."

Prequalification requests are not desired or necessary and must be received by September 9, 1977.

Each bid shall be accompanied by a surety's bid bond, cashier's check or certified check as bid security in the amount of 10 per cent of the bid.

Recommendations for awarding the contract will be presented to the MSD Board of Directors at their regular meeting scheduled for Friday, September 23, 1977. The Board, in its sole discretion, reserves the right to reject any and all bids.

The character of the work to be done is to furnish all necessary equipment, material and labor for the construction and installation of the seal pool protection wall in accordance with plans and specifications and the proposed written Agreement covering the work.

All bids must contain a statement that the provisions of ORS 279.350 relating to prevailing rates of wages will be complied with.

Plans and specifications, and a copy of the proposed Agreement covering the work, are available for viewing and purchase by contacting Lee Marshall, Washington Park Zoo, 4001 SW Canyon Road, Portland, (503) 226-1561.

Charles C. Kemper, Contracting Officer

MATERIALS AND SERVICES

AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 1977, between the Metropolitan Service District, a municipal corporation (MSD), 1220 S. W. Morrison, Portland, Oregon 97205, and \_\_\_\_\_ (Contractor).

This Agreement is for materials and services.

Contractor will furnish all necessary equipment, material and labor for the construction and installation of the seal pool protection wall in accordance with plans and specifications initialed by the parties and the Scope of Work, Appendix A hereto, and in accordance with accepted standards of quality. Contractor guarantees the quality of all work performed and materials supplied.

MSD is not responsible for payment for any materials supplied or work performed in connection with the contract.

If a public bidding process is part of the work, Contractor will conduct the bidding process in accordance with Oregon law.

This Agreement will take effect when it has been signed by both parties and all work must be completed within sixty days from such date.

MSD will pay Contractor the fixed price of \$ \_\_\_\_\_

\_\_\_\_\_ payable within 30 days of full and satisfactory performance.

Contractor is an independent contractor and assumes full responsibility for the content of the work performed and materials

supplied and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts covering all of Contractor's employees engaged in performing the work under this Agreement, and general liability insurance coverage for bodily injury and property damage, with limits of at least \$100,000 each person and \$300,000 each occurrence (bodily injury including death), and \$50,000 property damage. This insurance must cover Contractor's operations under this Agreement, whether such operations are by himself or by any subcontractor or anyone directly or indirectly employed by any of them.

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

This Agreement may be terminated by MSD upon giving the Contractor seven (7) days' written notice. Work performed and materials supplied by Contractor up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix B (General Conditions for Public Contracts) is



incorporated herein by reference as if fully set forth and Contractor will comply therewith.

Contractor shall execute and deliver to MSD a good and sufficient bond, to be approved by MSD, in a sum equal to the contract price for the faithful performance of this Agreement. Such performance bond shall have been executed and delivered to MSD by Contractor prior to the award of the contract by MSD to Contractor.

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

METROPOLITAN SERVICE DISTRICT

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

\_\_\_\_\_  
(Contractor)  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

APPENDIX A

SCOPE OF WORK FOR SEAL POOL  
PROTECTION WALL CONTRACT

1. Contractor shall provide all necessary permits.
2. MSD to remove existing chain link and existing support members. Existing outside perimeter railing to remain undisturbed and intact.
3. Contractor shall furnish and install all necessary aluminum encased 1/4 tempered bronze glass panels of approximate 88" wide x 72" high for the seal project at the Washington Park Zoo, Portland, Oregon. Window sections to be 1-3/4 x 4-1/2 clear anodized aluminum. These panels shall be capable of withstanding all wind loads and weather conditions of the site location.
4. MSD to fabricate and install miscellaneous aluminum supports for glass panels.
5. Glass panels to be mounted to supports provided, standing vertical.
6. The job site will be kept neat, clean and orderly at all times. Work areas to be partitioned off by saw horses or public traffic barricades at all times.
7. Job site to be left broom clean upon completion of project.
8. Do not work on weekends. Clean up and stow equipment on Friday afternoon at a location acceptable to owner.
9. Only those vehicles necessary in the performance of the project are to be permitted in area of job site. All other

private vehicles are to be parked in the lot at the commissary. Delivery and pickup of tools will be permitted at the beginning and end of each shift. Zoo speed limit is 5 M.P.H. all hours.

10. Contractor to guarantee in writing all work performed and materials supplied.
11. Contractor to sign an agreement in the form of the Agreement to which these specifications are attached.
12. Contractor will submit written proof of general liability insurance with limits not less than \$100,000/300,000 (bodily injury to include death), and \$50,000 property damage.

APPENDIX B

GENERAL CONDITIONS FOR PUBLIC CONTRACTS

1. Contractor means the person, partnership, corporation or other entity entering into a public contract with the Metropolitan Service District.

2. Pursuant to ORS 279.312, the contractor shall:

a. Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the work provided for in the public contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

c. Not permit any lien or claim to be filed or prosecuted against the MSD on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

3. Pursuant to ORS 279.314, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor, by any person in connection with the public contract as such claim becomes due, an authorized representative of the MSD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor

by reason of his contract. The payment of a claim in this manner shall not relieve the contractor, or his surety, from his or its obligation with respect to any unpaid claims.

4. Pursuant to ORS 279.316, no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday as specified in ORS 187.010, except Veterans Day.

5. Pursuant to ORS 279.320, contractor shall promptly, as due, make payment to any person, partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

BID FORM

Board of Directors  
Metropolitan Service District  
1220 SW Morrison, Room 300  
Portland, Oregon 97205

To the attention of Charles Estes

The undersigned, hereinafter called the "bidder" having familiarized himself with the specifications and conditions for the seal pool protection wall project at the Washington Park Zoo, 4001 SW Canyon Road, Portland, Oregon 97221, offers the following bid price:

To furnish all necessary equipment, material and labor for the construction and installation of the seal pool protection wall in accordance with plans and specifications and the proposed Agreement covering the work, the following bid is submitted....

\$ \_\_\_\_\_

If awarded the contract, the bidder agrees to enter into the written Agreement referred to in the Call for Bids document. The bidder also agrees to comply with the provisions as set forth in Oregon Revised Statutes 279.350.

Attached hereto is bid security submitted by bidder in the form of \_\_\_\_\_.

(Describe bid security)

In witness whereof, the bidder has hereunto set his signature this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

BOARD OF DIRECTORS

GUEST ATTENDANCE LIST

DATE: 9-23-77

NAME	REPRESENTATION
David Phillips	Clackamas County ESO
<del>John Walker</del>	<del>Washington County of Oregon</del>
J. Douglas May	" " "
John Harker	Mult. Co.
John M. Wilk	City of Portland