

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION ) RESOLUTION NO. 98-2611  
FROM THE COMPETITIVE BID PROCESS AND )  
AUTHORIZING ISSUANCE OF RFP #98R-5-REM FOR ) INTRODUCED BY:  
THE REPLACEMENT OF COMPACTION SYSTEMS AT ) MIKE BURTON,  
METRO SOUTH STATION ) EXECUTIVE OFFICER

WHEREAS, The compaction systems at Metro South Station are in need of replacement as described in the accompanying staff report; and

WHEREAS, Staff has prepared the request for proposals is attached as EXHIBIT "A"; and

WHEREAS, The use of this procurement process requires an exemption from the competitive bid process; and

WHEREAS, Metro Code Section 2.04.054 (c) authorizes the Metro Contract Review Board, where appropriate, to exempt a public contract from competitive bidding, subject to the requirements that the exemption will not encourage favoritism or substantially diminish competition for public contracts, and that such an exemption will result in substantial cost savings; and

WHEREAS, EXHIBIT "B" to this resolution contains findings which satisfy the requirements for such an exemption; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Contract Review Board for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board adopts as findings the information and reasoning contained in EXHIBIT "B," made part of this resolution by reference, and concludes that:
  - a) It is unlikely that exempting the replacement of compaction systems at Metro South Station from the competitive bid process

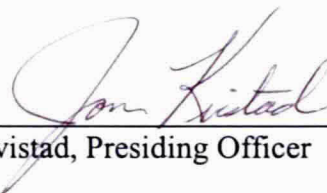
will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and

b) The exemption will result in substantial cost savings to Metro; and

Therefore, exempts the contract to be solicited through RFP #98R-5-REM from competitive bidding requirements.

2. That the Metro Council authorizes issuance of RFP #98-5-REM, attached as EXHIBIT "A".
3. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to execute a contract with the most qualified proposer.

ADOPTED this 26<sup>th</sup> day of FEBRUARY, 1998.

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**EXHIBIT "A"**

**REQUEST FOR PROPOSALS  
for  
REPLACEMENT OF THE SOLID WASTE COMPACTION SYSTEMS  
at the  
METRO SOUTH TRANSFER STATION**

**RFP #98R-5-REM**

**Metro  
Regional Environmental Management  
600 NE Grand Avenue  
Portland, OR 97232**

**REQUEST FOR PROPOSALS**  
for  
**REPLACEMENT OF THE SOLID WASTE COMPACTION SYSTEM**  
at the  
**METRO SOUTH TRANSFER STATION**

**I. INTRODUCTION**

The Regional Environmental Management Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, is requesting proposals for replacement of two solid waste compaction systems at its Metro South Transfer Station. Proposals will be due no later than \_\_\_ p.m., \_\_\_\_, 1998 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal process are contained in this document.

**II. BACKGROUND/HISTORY OF PROJECT**

Metro owns the Metro South Station (MSS) located at 2001 Washington St. in Oregon City, Oregon. MSS is a solid waste transfer station that receives waste from both commercial haulers and the general public. MSS is operated by Browning-Ferris Industries that compacts the waste into loads (also referred to as bales) for transport. Jack Gray Transport, Inc transports the loads of waste 150 miles one-way. Waste Management Inc. provides disposal at its Columbia Ridge Regional Landfill, located in Gilliam County, Oregon. All three firms have contracts with Metro.

Types of wastes received at MSS are those appropriate for disposal at a sanitary landfill. Commercial collection firms serving the residential and business communities deliver the majority of waste. The MSS operator is responsible for ensuring that only "Acceptable Waste" is received and loaded into the compactors. A definition of acceptable waste is contained in the Appendix, as is the relevant portions of the transfer station operations' contract dealing with compactor operation. MSS will receive approximately 378,000 tons of waste in 1998 for disposal that will result in the transport of over 13,000 loads.

Waste received at the facility is unloaded into a pit in the center of the station. It is then broken up and moved to one end of the pit by a Caterpillar 973-track loader. The dozer operator pushes waste through openings in the pit floor to load one of two compactors. Utilizing remote controls, the dozer operator builds a bale of waste in the compactor to desired specifications. The compactor operator, who extrudes the completed load into a transfer trailer, assists the dozer operator in building optimal loads. They are in radio contact during this process.

Optimal loads are loads that approach 32 tons while being road legal. The transfer station operator's contract with Metro contains a monetary incentive to maximize payloads. The contract also contains a monetary disincentive for overloads as determined by axle weights taken at an onsite scale. In order to maximize payloads the operator must take into consideration the mix of garbage in the pit, the weight of the bale throughout its length as it is being built, as well as its placement in the transfer trailer. Details concerning the transfer trailer are provided in the Appendix.

There are two compactors at MSS. One is a single bale Amfab TRANS-PAK 500 installed in late 1989. The second is a SSI two-bale compactor, model 4000 that began operation in the spring of 1991. Both units are supplied with 400-amp service and have built-in scales for determining the weight of the load as it is being built. Metro will make available 500-amp service at the control panel located in the room above the compactors, if requested by the successful proposer. Drawings of the area housing the compactors, including the locations of support pilings, are included in the Appendix. Details concerning the specifics of the units are available upon request.

Transfer trailers attach to the compactor when receiving a load of waste. The load is then extruded into the trailer so that it does not reach the front of the trailer. Any debris that falls onto the back deck of the trailer after extrusion is removed, the doors are closed and a sealed installed. The trailer is then shuttled up an incline to a parking lot located in the northwest corner of the site (see the Appendix for a site drawing) after weighing at an onsite scale. Tractors then pickup loaded trailers and transport them to the disposal site.

### **III. SCOPE OF WORK/SCHEDULE**

**A. General.** Metro is seeking proposals from qualified firms to perform the following services and to deliver the following products to the MSS.

- Design and manufacture of two solid waste compaction systems (compactors, HPUs, loading hoppers, etc.),
- Removal and sale of existing compaction systems (proceeds are to be kept by the contractor and factored into the proposal),
- Installation and shakedown of new units,
- Successful completion of acceptance testing,
- Provision of goods and services as specified in the warranty,
- Ongoing support during the life of the equipment.

**B. Performance Specifications.** This portion of the Scope of Work contains technical and performance requirements as well as items to be addressed in proposals submitted.

#### **1. Bale Characteristics, Compaction and Extrusion**

- Bales must be compatible with Transport Contractor's trailers (see Appendix)
- Ability to construct a single 32 ton, road legal bale, from solid waste received at the facility
- Bale should not abrade or exert forces on trailer sidewalls or roof
- Bale should maintain its integrity so that only negligible amounts of material falls back after extrusion into the trailer
- Ability to prepare four road legal loads, averaging 30 tons, per hour
- Minimum 7 foot extrusion distance into trailer
- Ability to manipulate compaction to maximize payload and density while constructing the load

## 2. CONTROLS/OPERATION

- a. Provide remote control for loader operator to operate compaction system
  - Must have sufficient range for use at back of pit in dusty conditions.
  - Include buttons for clear hopper and return home, compaction stroke and return home, stop stroke, return home, and bale done.
  - Need permanent bracket for remote from which remote can be easily removed and used.
  - NEMA-4 Enclosure minimum
  
- b. Tipping Floor Display for Loader Operator
  - Large display, able to be seen display from rear of pit in dusty conditions.
  - Minimum of 6" high numbers indicating operational parameters
  - Provide visual display of length during compaction.
  - Provide visual display of weight at all times.
  - Provide run light, bale done light, and error lights
  - Display must be sealed for protection from dust and moisture, and have a self cleaning mechanism such as a wiper (NEMA-4 Enclosure, minimum)
  
- c. Compactor Operator / Main Control Panel (to be located next to compactor)
  - Programmable, with password protection.
  - Ability to automate bale building program with consistent density feature
  - Ability to change weight, length and compaction sequence goals at any time by operator.
  - Ability to know where cylinder and platen are located at all times through display.
  - Ability for remote programming by manufacturer (through modem)
  - Display indicating operational parameters including modes and diagnostics
  - Manual bale discharge

- NEMA-4 Enclosure minimum
- Recording of data such as number of loads and weights
- Port for transmission of data to portable computer system
- Display pressure of all pumps (also at tank)
- Diagnostics: Built in trouble shooting capabilities.
- Oil working temperature display (also at tank)

### 3. MISCELLANEOUS SYSTEM CHARACTERISTICS

#### a. Maintenance Friendly

- All points of adjustment and maintenance should be easily accessible
- Displays, such as hydraulic gauges, should be provided at key locations
- Simplified power unit with adequate cooling system and NEMA 4 enclosures
- Catwalk along top of unit
- Ease of adjusting platen, knives etc.
- Ease of replacing major components
- Ease of routine maintenance

#### b. Environmental Controls

- Designed to minimize dust and noise
- Spill prevention and containment features

#### c. Unit Construction

- Compaction system should be constructed to withstand the harsh working environment associated with a solid waste transfer station.
- Major components such as cylinders and platens should be designed to maximize their useful life and minimize breakdowns.
- A means of securing trailers during loading should be provided, as well as alignment mechanisms such as wheel guides.
- Unit shall include all loading systems (such as hoppers) required to get waste from the pit into the unit.

d. Power. As stated above, 400-amp service is utilized by the current compaction systems. Metro will make available 500-amp service at the control panel (including breakers). Proposals should provide the cost to connect the compaction systems to the 500-amp service at the control panel if 500-amp service is to be utilized.

### **C. Removal / Installation**

Contractor is responsible for the removal of existing, and installation of the new compaction systems, and all associated costs. Contractor is responsible for obtaining any necessary permits/regulatory approvals. Contractor shall be responsible for all maintenance and repairs of the new compaction systems during this period. Installation of new units, including successful completion of acceptance testing shall not exceed 6 months from the date a contract has been signed for this project.

Removal of existing compaction systems and installation of the new ones shall be coordinated with the MSS operator and Metro. During removal and installation, contractor shall not interfere with the onsite activities and shall take direction from Metro or the station operator when onsite.

Prior to any installation activities the contractor shall submit to Metro a detailed plan for approval. The plan shall describe the timing of activities and the roles of the parties involved. In particular the plan shall contain procedures and schedules for the shakedown and acceptance test phases.

The plan shall contain the following requirements:

- Approval from Metro prior to the start of the removal and installation activities.
- Contractor shall seal the opening to the compaction system from the pit prior to removal.
- Contractor shall remove an existing system (Metro shall designate first unit), install a new compaction system, and pass the acceptance test prior to installing the second system.
- Physical removal of the existing units from and installation of new units (including loading hoppers) into the compactor area shall be done after transfer operations have ceased (generally this will be after 9 p.m.), to minimize disruption to onsite operations.
- Spill containment and cleanup procedures.

### **D. Shakedown**

After installation of a new system, the Contractor shall conduct a shakedown of the system. The shakedown period is the Contractor's opportunity to test the system and correct any deficiencies found, prior to performance of the acceptance test. The Contractor shall be responsible for operation of the system during this period, and shall minimize interference with the daily operations. The Contractor shall permit monitoring of its efforts during this period by both Metro, and the station operator, in order to gain a greater working knowledge of the system.



The transfer station operator will be responsible for loading waste into the compaction system per the Contractor's direction. The transport contractor will be responsible for providing transport vehicles for receiving loads per the Contractor's direction.

Contractor shall pay for any extraordinary costs incurred by Metro due to system shakedown, including, but not limited to, equipment or facility damage. Contractor shall be responsible for all maintenance and repairs of the new compaction system during this period, including spill cleanups. Contractor shall be responsible for damage to the vehicles or equipment of Metro customers or contractors.

#### **E. Acceptance Testing**

Contractor shall indicate in writing to Metro that the shakedown is complete and that the system is ready for acceptance testing. All permanent system components must be in place before requesting the acceptance test, including successful shakedown of the control system and accessing of stored data through its computer port. Any exceptions to this requirement are contingent upon the prior approval of Metro.

Metro shall conduct the acceptance test of the system to determine whether it meets the specifications contained herein. Contractor shall be responsible for providing the equipment operators for the test, with the exception of the loader operator and shuttle drivers for the transfer vehicles. It is the responsibility of the Contractor to provide adequate training to the loader operator and shuttle drivers. Metro reserves the right to determine the specific dates and time of the test in order to ensure sufficient waste, equipment and personnel are available. If such a determination results in a delay of the acceptance test, an extension of the time limits included under the "**Payment**" section of this RFP shall be granted.

Generally, the test parameters for acceptance are compliance with the technical specifications. A Metro representative will conduct the test by having the Contractor demonstrate the following specific actions:

1. Compact and load into transfer trailers, four loads per hour for two consecutive hours. Metro shall ensure that a transfer trailer is in position to receive a load once ready for extrusion. Any delay in the provision of a trailer shall act as an extension of the two-hour time period.
2. The average payload during this period shall be 30 tons.
3. Overloads shall not be counted for either item 1 or 2, nor will an extension of time be granted to compensate for overloads. Both 1 and 2 shall be determined at the onsite scale.

4. The bale must maintain its integrity and not abrade or bulge against the sides or the top of the trailer during extrusion into the trailer. Excessive sloughing out the rear of the trailer shall not occur. Compliance with this standard will be determined by a visual inspection of the onsite Metro representative whose determination shall be final.

5. Achieve the parameters in items 1 through 4 while producing road legal weights for the transfer vehicle.

6. Metro shall conduct a visual inspection of the system prior to, and at the conclusion of the testing with the Contractor, noting any obvious leaks, equipment failures/damage or abnormal wear and tear, as determined at the sole discretion of Metro. Contractor shall repair such leaks, damage or wear. If Metro concludes that such leaks, equipment failure/damage or wear are of a reoccurring nature, Metro, in its sole discretion, may declare that the system has failed the acceptance test.

If, in Metro's sole opinion, the Contractor does not pass the acceptance test, Metro reserves the right to allow the Contractor to retake the acceptance test at a later date, or to waive any minor irregularity that occurs during the test. Metro will not unreasonably deny the Contractor's request for a second acceptance test.

In addition to the specific actions contained in items 1 through 6 above, Metro may require the Contractor to demonstrate the compaction system's ability to comply with any of the parameters contained in Performance Specifications portion of the Scope of Work.

**F. Product Support.** Metro desires a high level of product support for the compaction systems ultimately purchased under this procurement. Below are elements that will be incorporated into any final agreement and that should be addressed in proposals submitted.

- **300-Hour Unconditional Warranty.** For the first 300 hours of operation of each compaction system after successful completion of the acceptance test, Contractor shall provide an unconditional warranty on the entire compaction system. Contractor shall provide onsite troubleshooting within two hours of notice by Metro, or its station operator that the system is malfunctioning. Contractor shall fix any problems and replace any malfunctioning parts at its expense within 24 hours during this period. In addition, Contractor shall, at 75-hour intervals, take an oil sample of the system. Each such sample shall be acceptable per the manufacturer's manual, or the Contractor shall remedy the cause of the contamination until two successive sampling intervals render such

acceptable tests. If necessary, the terms of this 300-hour unconditional warranty shall be extended until such two successive interval tests are acceptable.

- **Standard and Extended Warranties.** Proposals should include copies of warranties available and associated costs, as well as an understandable explanation of each.
- **Parts.** List the parts that are stocked locally and where. List those parts recommended for onsite storage. List availability of all other system components including cylinders. Metro will require that the Contractor be able to produce replacement cylinders within three weeks of failure for the life of the compaction system. Initial purchase price should include recommended onsite parts.
- **Service.** Describe in this section of your proposal what service support is available, the qualifications of the positions and where it is located. Also list the unit costs of such support and how much of each is included in the proposed warranties.

**G. Training, Manuals, Drawings.** Contractor shall provide thorough training to the transfer station operator in the operation of the system and general training to Metro personnel. Contractor shall provide five (5) sets of operations manuals. Contractor shall provide two (2) sets of as-built drawings of the equipment in sufficient detail to identify all components of the system.

**H. Bonds/Insurance.** Contractor shall provide Performance and Labor and Materials Bonds on the enclosed forms, or substitutes acceptable to Metro, in amounts equal to 100% of the contract amount. Said bonds shall be submitted with an executed Contract and have a term of one year.

**I. Payment.** Payments to the successful proposer shall be made as follows in accordance with Metro billing procedures:

1. **Payment for Compaction Systems**
  - 25% upon execution of a contract by both parties.
  - Progress payments based on the completion of work less Metro's initial payment
  - Last 10% of contract amount upon completion of 300-hour unconditional warranty period.

2. Incentive Payments / Liquidated Damages for Installation<sup>1</sup>
  - Incentives are set at five thousand dollars (\$5,000) per day, and will be awarded for every calendar day left in the allowed installation period after successful completion of the acceptance test.
  - Liquidated damages are set at five thousand dollars (\$5,000) per day, and will be assessed for every calendar day past the allowed installation period after successful completion of the acceptance test.
  - For purposes of this section, the allowed installation period shall be 10 calendar days and shall begin once the unit to be replaced has been disabled<sup>2</sup>. The determination of time limits under this section shall be at determined in the sole opinion of Metro.
  
3. Liquidated Damages for Delay of Project Completion
  - Liquidated damages are set at five thousand dollars (\$5,000) per day, and will be assessed for every calendar day past the allowed project period.
  - For purposes of this section, the project period (exclusive of the unconditional warranty period) shall be 180 calendar days from the date of the signing of a contract.

#### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- Manufactured systems of a similar nature, for similar applications, in the past.

#### V. PROPOSAL INSTRUCTIONS

**A. Submission of Proposals.** Five (5) copies of the proposal shall be furnished to Metro, addressed to:

Metro  
Regional Environmental Management Department  
Attn: Chuck Geyer  
600 NE Grand Avenue  
Portland, OR 97232-2736

**B. Deadline.** Proposals will not be considered if received after \_\_\_\_ p.m., \_\_\_\_, 199\_.

**C. RFP as Basis for Proposals.** This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which

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<sup>1</sup> If the acceptance test is completed on day 10 of the installation period, neither incentives nor liquidated damages will apply.

<sup>2</sup> This period includes "Removal / Installation" and "Shakedown" periods and activities.

Proposals are to be based. Any verbal information, which is not addressed in this RFP, will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Chuck Geyer at (503) 797-1691. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after \_\_\_\_\_.

**D. Information Release.** All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

**E. Minority and Women-Owned Business Program.** In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100. Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

## VI. PROPOSAL CONTENTS

The proposal should contain not more than 20 pages of written material (excluding biographies, brochures and drawings, which may be included in an appendix), describing the ability of the proposing firm to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

The proposal should be organized into the following sections, clearly marked as such, addressing the subjects referenced.

**A. Transmittal Letter.** Indicate who will be the project manager, who will sign the contract, and that the proposal will be valid for ninety (90) days.

**B. Performance Specifications.** Describe how the proposed systems comply with this section of the Scope of Work. Provide detailed drawings and specifications. Provide a project schedule. List the personnel or subcontractors and the work they will perform and their qualifications. Also include any proposed modifications for supporting systems such as new footings.

**C. Product Support.** Propose how you will meet Metro's desired level of support as described in this section of the Scope of Work, organized by the subsection headings contained therein.

**D. Cost/Budget.** List the proposed cost of the project in sufficient detail to determine the major cost categories such as manufacture, removal and installation, by each compaction system, in sufficient detail for Metro to determine its potential payments schedule. List the cost to connect to control panel if utilizing 500 amps.

**E. Exceptions and Comments.** To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified requirements within this RFP are required to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

## **VII. GENERAL PROPOSAL/CONTRACT CONDITIONS**

**A. Limitation and Award.** This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as a result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

**B. Billing Procedures.** Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

**C. Validity Period and Authority.** The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

**D. Conflict of Interest.** A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **VIII. EVALUATION OF PROPOSALS**

**A. Evaluation Procedure.** Proposals received that conform to the request for proposals instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

**B. Evaluation Criteria.** This section provides a description of the criteria, which will be used in the evaluation of the proposals, submitted to accomplish the work defined in the RFP.

1. 35% Technical Qualities

- a. Ability of the proposed systems to meet performance requirements
- b. Ability of proposed systems to exceed performance requirements

2. 25% Product Support

- a. Warranties
- b. Parts Availability
- c. Service Availability

3. 40% Cost Proposal

Projected cost/benefit of proposal

**IX. NOTICE TO ALL PROPOSERS – STANDARD AGREEMENT**

Attached is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any exceptions a proposer wishes to take with the terms of this agreement should be documented in the appropriate section of the proposal.

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**APPENDIX**  
Consisting of:

Relevant MSS Operations Contract Definitions  
MSS Operations Contract Language on Compactor Operation  
Standard Contract  
Bond Forms  
Drawings



## Definitions from MSS Operations Contract

### **Article 1 -- Definitions**

For the purposes of this Contract, and each and every one of the Contract Documents, the following terms shall have the meanings hereinafter set forth:

**“Acceptable Waste”** means solid waste, as defined in ORS 459.005(24) except solid waste that is:

1. prohibited from disposal at a sanitary landfill by state, local or federal law;
2. Hazardous Waste;
3. Special Waste without a Metro approved special waste permit;
4. Infectious Medical Waste; or
5. Conditionally Exempt Generator Waste.

Latex paints are an Acceptable Waste if they are completely dried out and solidified with lids off. Caulk, construction putty and other construction adhesives must be dry to be Acceptable Waste.

**“Conditionally Exempt Generator Waste”** means waste as defined in 40 CFR 261.5, as amended or replaced, such waste to be handled by Contractor as if it were a fully regulated Hazardous Waste.

**“Hazardous Waste”** means any waste (even though it may be part of a delivered load of waste) which:

1. is required to be accompanied by a written manifest or shipping document describing the waste as 'hazardous waste,' pursuant to any state or federal law, including, but not limited to the Resource Conservation and Recovery Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder;
2. contains polychlorinated biphenyl or any other substance whose storage, treatment or disposal is subject to regulation under the Toxic Substance Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder;
3. contains a 'reportable quantity' of one or more 'hazardous substances' (typically identified by the nine hazard classes labeled as explosives, non-flammable gas, flammable, flammable solid, oxidizer, poison, corrosive, radioactive, or dangerous), as identified in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder and as defined under Oregon Law, ORS 466.605 et seq. and the regulations promulgated thereunder;
4. contains a radioactive material the storage or disposal of which is subject to state or federal regulation; or
5. is otherwise classified as hazardous pursuant to federal or Oregon law, rule or regulation.

**“Infectious Medical Waste”** means waste resulting from medical procedures which may cause or is capable of causing disease, such as:

1. biological waste, including blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that can not be directly discarded into a municipal

sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids;

2. cultures and stocks of etiological agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines (cultures under this subsection do not include throat and urine cultures);
3. pathological waste, including biopsy materials and all human tissues and anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures; animal carcasses exposed to pathogens in research; and the bedding of the animals and other waste from such animals (pathological waste does not include formaldehyde and other such preservative agents); or
4. sharps including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes.

**“Special Waste”** shall have the meaning set forth for that term in Metro Code Section 5.02.015.

## Compactor Operation Specifications from MSS Operations Contract

### **7.0 COMPACTOR OPERATIONS – GENERAL**

#### **7.1 SAFETY**

It is the Contractor's responsibility to assure that personnel are in a safe location relative to the compactor at all times, including but not limited to, start-up, operation, and maintenance. The machine shall not be worked on unless the power to the unit is locked out. The Contractor is also responsible to provide initial and ongoing training (including manufacturer's certification) for all operators and maintenance personnel of the compactor. The Contractor shall maintain all warnings and decals attached to the machine. The contractor shall maintain a written lock-out tagout program for each compactor and provide certification of employee training.

Contractor shall ensure that all hazards in the compactor area are clearly marked. Contractor shall equip the contractor area with drain covers and adequate absorbent to contain spillage of 300 gallons of hydraulic fluid and prevent contamination from entering sanitary or storm sewers. Immediate actions to take in the event of a hydraulic fluid release from the compactor shall be posted in the compactor area.

#### **7.2 START-UP PROCEDURE.**

The Contractor is responsible to follow the compactor start-up procedures listed in the operator's manual.

#### **7.3 LOADING THE COMPACTOR.**

- A. Building the Bale. Steps for building the bale, described in the operator's manual, should be followed.
- B. Material Limitations. It is the responsibility of the Contractor to load the compactor so it will function properly without jamming, puncturing the compactor or container walls, causing fire, explosion, or any other damage. In general, materials of concern such as those listed below should either make up a minimal portion and be placed in the middle of the load or be excluded/ removed, to avoid problems.
  - (1) Construction debris (large structural timber or steel), engine parts, car axles and other materials may puncture the walls of the container or compactor. Concrete or rock (greater than 3 feet in diameter) or large stumps.
  - (2) Sheetrock and cement in large quantities.
- C. Consistent Length and Weight of Payload. Waste loaded into the compactors should be well mixed such that consistent density and lengths of maximized payloads are produced. This includes mixing dry garbage with very wet loads to avoid short dense payloads. Loosely packed garbage loads which may produce underloads should also be avoided.

#### **7.4 COMPACTION STROKES**

It is the responsibility of the Contractor to use the appropriate number of compaction strokes with each type of load in an attempt to achieve consistent, cost effective road legal payloads (with balanced axle weights).

#### 7.5 ROAD LEGAL PAYLOADS

Total weight of payloads can be determined from the compactor scale readout. It is the responsibility of the Contractor to monitor the scale weight and to not exceed the maximum legal transport weight or axle weight. If an overload does occur, based on either total weight or unbalanced axles, the Contractor must reduce the bale weight such that the Transporter will be road legal.

#### 7.6 EJECTING THE BALE

The Contractor should follow steps for the compactor unloading procedures indicated in the operator's manual.

#### 7.7 SHUTDOWN

Shutdown procedure should be carried out as indicated in the operator's manual. Every day after shutdown, the machine shall be checked for hydraulic leaks at the power unit and field plumbing.

#### 7.8 SPILLAGE

The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale. All waste spilled must be cleaned up after each bale is ejected.

#### 7.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING

It is the responsibility of the Contractor to check and maintain each of the compactor load cells, such that overloads do not occur. Checking and maintenance of the load cells includes a weekly comparison with weighing system certified scales. In the event that an overload does occur due to a malfunctioning load cell, the Contractor must reduce the weight such that the Transporter's bale will be road legal. It is the Contractor's responsibility to repair the load cell as soon as possible in order to continue operating without overloads.

**SAMPLE - STANDARD PUBLIC CONTRACT**

CONTRACT NO. \_\_\_\_\_

**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 N.E. Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_ 97, 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 the Scope of Work attached hereto as Attachment A. 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 \_\_\_\_\_, 19\_\_\_\_ through and including \_\_\_\_\_, 19\_\_.

**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 additional 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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

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.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of the Bureau of Labor and Industries.

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, General and Special Instructions to Bidders, Proposal, 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  
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI  
ASSIGNMENT

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

CONTRACTOR NAME

METRO

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

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

**PERFORMANCE BOND**

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

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned \_\_\_\_\_ as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_, duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated \_\_\_\_\_, 19 \_\_, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: \_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid \_\_\_\_\_, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the \_\_\_\_\_ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
SURETY

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CONTRACTOR

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Phone Number

## LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned \_\_\_\_\_ as PRINCIPAL and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated \_\_\_\_\_, 19\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: \_\_\_\_\_.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid \_\_\_\_\_, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279.526.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279.536 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the \_\_\_\_\_ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279.526.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
City, State ZIP

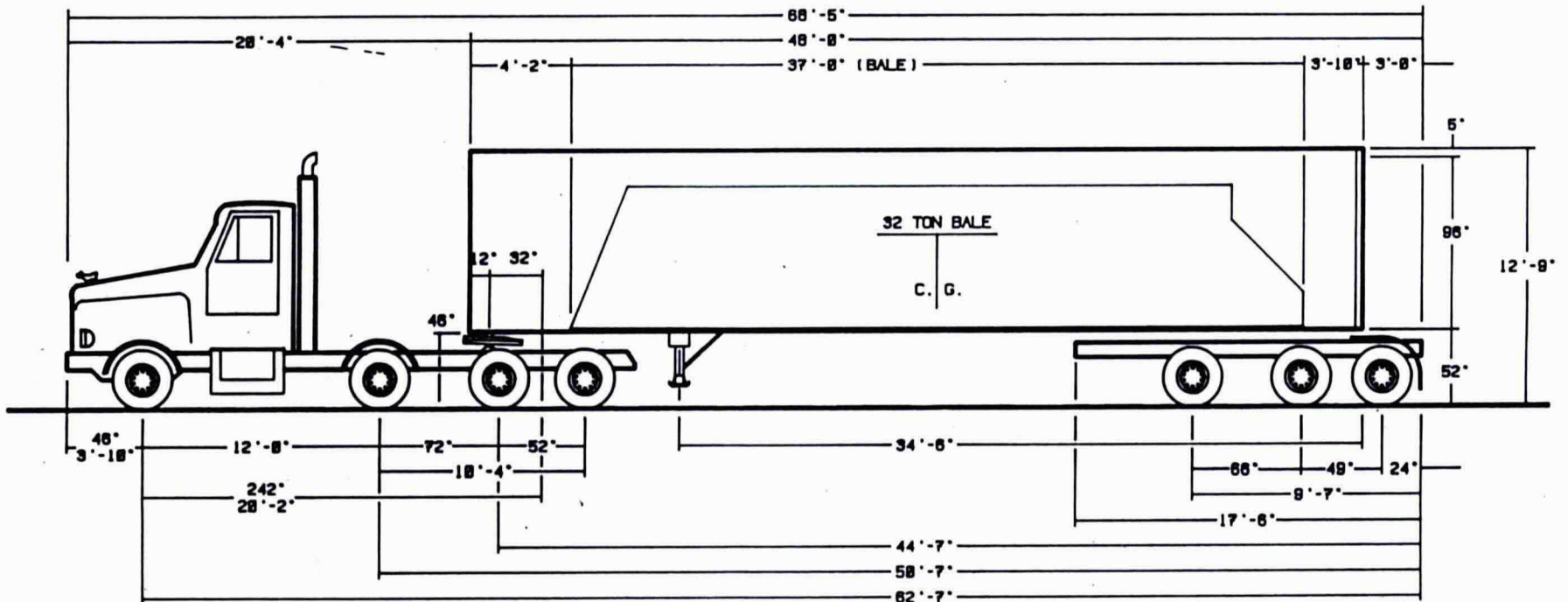
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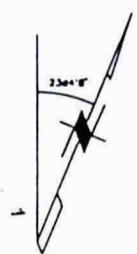
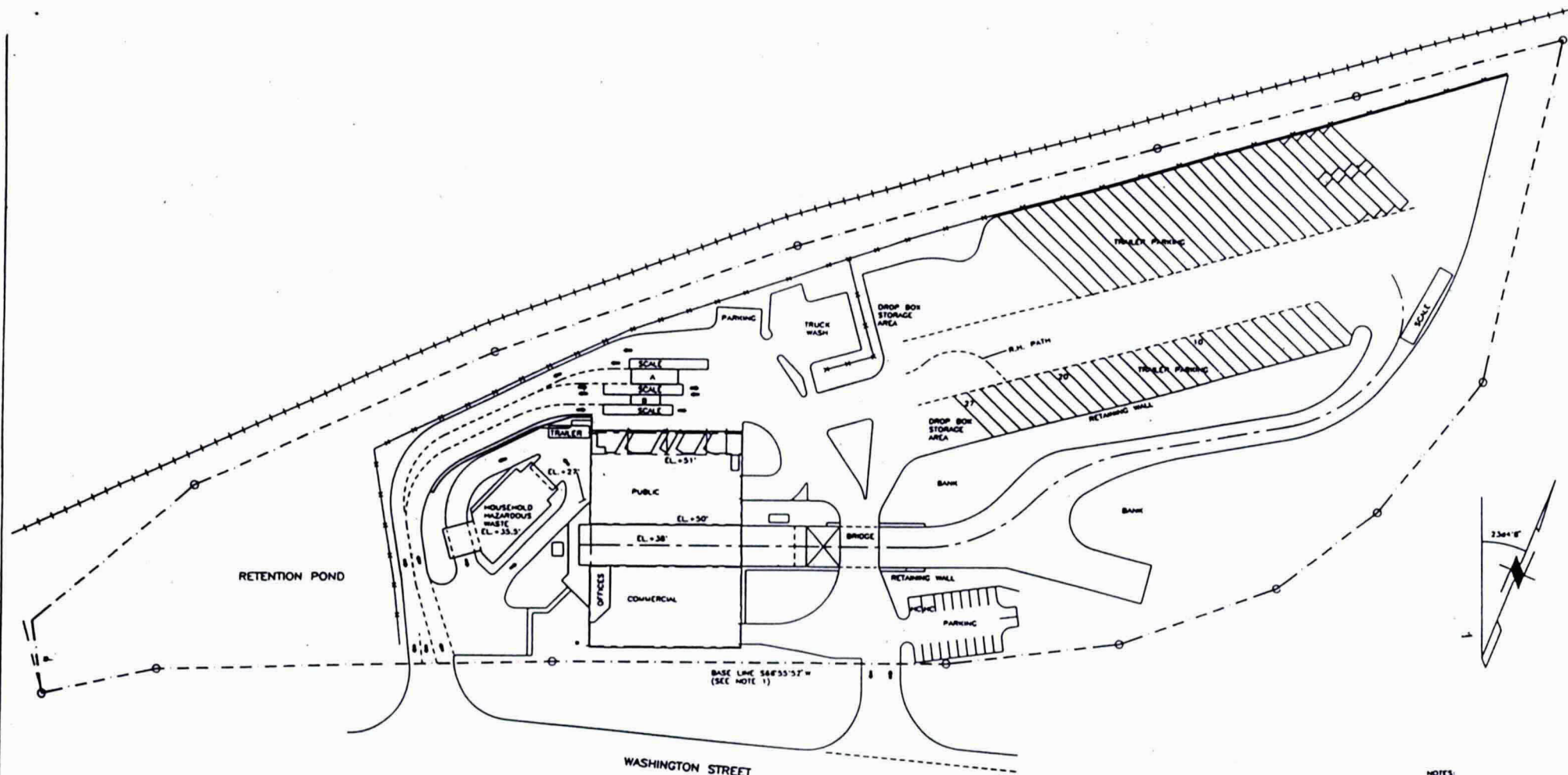


*Jaok Gray (45 ft. semitrailer)*

APPROVED BY TOM BRADD FOR OVER-WEIGHT PERMIT ON JUNE 23, 1989



9500	1500	6500	TRACTOR	17500
300	1000	3700	TRAILER	14500
1700	6000	22000	PAYLOAD	64000
11500	8500	33000	GROSS	96000
				8000
				26000
				34000



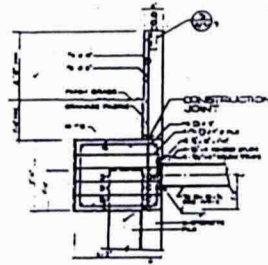
NOTES:  
 1. PROPERTY LINE DATA TAKEN FROM  
 WB WELLS & ASSOC. DRAWING  
 90-187 DATED 8-9-91



JOB No. 79926		DESIGNED BY VCH	PROJECT ENGINEER RVC		WESTERN REGION	METRO PORTLAND OREGON		METRO SOUTH STATION STATION IMPROVEMENTS EXISTING SITE PLAN		SHEET
SCALE: 1" = 30'		DRAWN BY VCH	APPROVED BY		500 N.E. MULTNOMAH PORTLAND OREGON 97232	CAD FILE NUMBER SITE		DRAWING NUMBER SITE		REV. A
DATE	BY	CHECKED BY	DATE: 3/30/96							SHEET







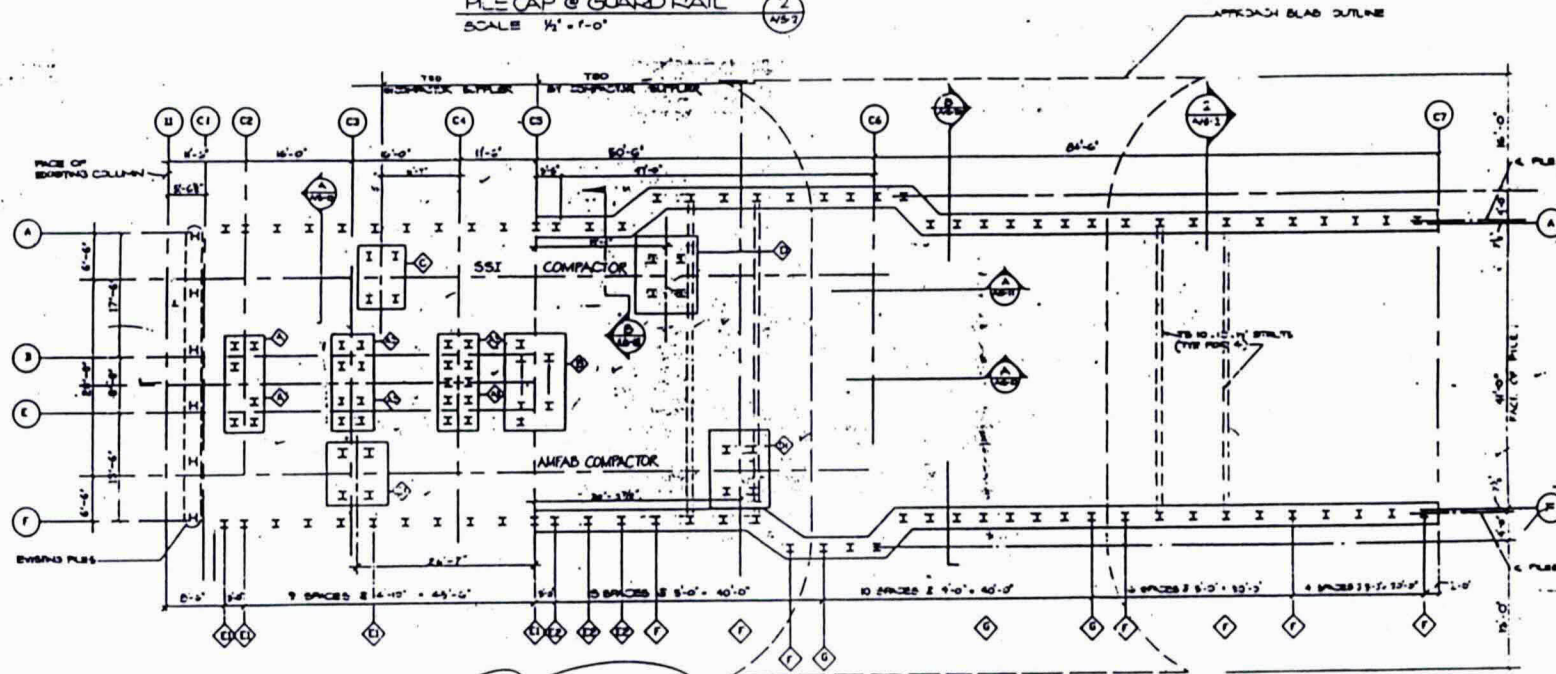
PILE TYPES AND SIZES

PILE	CAP DETAIL	TOP OF PILE	BOTTOM OF PILE	SIZE	REMARKS
A	3-AB-15	18.14	BL-48.9	HP 12x74	
AB	3-AB-15	18.04	BL-48.9	HP 12x74	
AB	3-AB-15	20.13	BL-48.9	HP 12x74	
B	3-AB-15	20.97	BL-48.9	HP 12x74	
C	3-AB-15	20.27	BL-48.9	HP 12x74	UPLIFT
D	3-AB-15	21.43	BL-48.9	HP 12x74	UPLIFT
E1	3-AB-13	26.48	BL-48.9	W16x26	
E2	3-AB-13	40.95	BL-48.9	W16x26	
F	3-AB-2	24.08	BL-48.9	W16x26	
G	3-AB-2	24.37	BL-48.9	W16x26	
C-1	3-AB-5	20.17	EL-48.9	HP 12x74	UPLIFT
D-1	3-AB-5	21.73	EL-48.9	HP 12x74	UPLIFT

NOTE:  
VERIFY ALL TOP OF PILE ELEVATIONS W/ CONCRETE LEVEL A, B, C, D, E BY EXISTING CUTTING PILE. ANY DISCREPANCY SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.

\* ALL PILES BASED ON GRADE, PILE CAP ELEVATION

PILE CAP @ GUARD RAIL  
SCALE 1/2" = 1'-0"



PILE & PILE CAP PLAN  
SCALE 1/2" = 1'-0"

SEE SHEET A/S/2A

SCS ENGINEERS  
ILLINOIS BOARD OF ENGINEERING AND SURVEYING  
CONSTRUCTION SET  
ISSUED 26 JULY 2008

REISSUED 27 NOV 2010  
CONSTRUCTION SET  
ISSUED 26 JULY 2008

PROJECT: METRO SOUTH STATION MODIFICATIONS

SCALE: AS NOTED

AS BUILT DRAWING A/S-2

## EXHIBIT "B"

### FINDINGS FOR EXEMPTION FROM COMPETITIVE BID PROCESS FOR REPLACEMENT OF COMPACTION SYSTEMS AT METRO SOUTH TRANSFER STATION

1. The Metro Contract Review Board finds that exempting the project from the competitive bid process is unlikely to encourage favoritism because:

A. Both of the two existing manufacturers for the solicited equipment will be invited to submit proposals, which will be evaluated on objective criteria stated in the RFP; and

B. Both of the existing manufacturers for the solicited equipment have reviewed draft evaluation criteria and have not objected to the draft proposal on any ground, including the ground that the criteria favor a potential proposer.

2. The Metro Contract Review Board finds that exempting the project from the competitive bid process is unlikely to substantially diminish competition because only two manufacturers exist for the production of the equipment being solicited, both have reviewed the proposed request for proposals and both have indicated that they intend to submit proposals for the procurement.

3. The Metro Contract Review Board finds that exempting the project from the competitive bid process will result in substantial cost savings because:

A. It allows proposers to submit innovative designs to maximize the cost savings that are available to Metro under its Waste Transport Services contract by reducing the number of loads that are transported to the Columbia Ridge Landfill. Each additional ton of waste per load is worth approximately \$14, with approximately 13,000 loads a year from Metro South Transfer Station. Half of these savings are paid to the station operator as an incentive to maximize loads, and the remainder accrues to Metro. A one ton average increase in payloads would be worth about \$90,000 ( $\$7 \times 13,000$ ) annually to Metro.

B. It allows vendors to submit state-of-the-art equipment design proposals, which minimize maintenance cost and parts replacement, and offer improved warranties, all to the benefit of Metro. Because Metro shares in the cost of repair of the compaction system, and is responsible for the majority of costs to replace the systems once they have reached the end of their useful life, exemption from competitive bidding will allow Metro to capture significant repair and replacement cost savings.

**EXECUTIVE SUMMARY  
RESOLUTION 98-2611  
COMPACTOR REPLACEMENT AT METRO SOUTH TRANSFER STATION**

**PROPOSED ACTION**

- Adopt Resolution No. 98-2611, which authorizes release of RFP #98R-5-REM and authorizes the Executive Officer to execute a contract for the replacement of existing compactors at the Metro South Transfer Station.

**WHY NECESSARY**

- There are two compactors at Metro South. The single-bale Amfab was installed in 1989. The two-bale SSI compactor was installed in 1991.
- Metro has spent approximately \$300,000 in extraordinary repair costs for the compactors in the last two fiscal years in order to keep the units operational.
- Even with these expenditures, the decreased efficiency of these compactors in compressing waste has caused the average weight of loads at Metro South to decline. A decline in per load weight increases Metro's costs since it must pay for the transport of more loads of waste to the landfill.
- One compactor was off-line for 3 weeks in 1997, leaving the remaining compactor to process the entire station's waste flow.
- The probability that one of these aging units could function alone for an extended period of time in the future is low. Replacement of the two systems now will hopefully avoid the potential for a simultaneous failure of both of these systems in the future.

**ISSUES/CONCERNS**

- Use of a proposal process requires an exemption from the competitive bid process. However, the use of a proposal process also allows Metro to maximize potential savings by balancing the cost of the systems with increased payloads, which produce transport savings and lower maintenance costs.

**BUDGET/FINANCIAL IMPACTS**

- This project was budgeted in FY1998-99 at \$1.5 million, however it is anticipated that partial payment will be due in the current fiscal year. These payments will be made from the Renewal & Replacement Account, which has sufficient funds to cover this expense.

## **REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 98-2611, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF RFP #98R-5-REM FOR THE REPLACEMENT OF COMPACTION SYSTEMS AT METRO SOUTH STATION

-----  
Date: February 17, 1998      Presented by: Councilor McFarland

**Committee Recommendation:** At its February 17 meeting, the Committee considered Resolution No. 98-2611 and voted unanimously to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilors McFarland, Washington and Chair Morissette.

### **Background**

Metro uses two compactors at the Metro South Station. As the name implies, these machines compact the waste dumped in the pit and pushes it into truck trailers that are hauled by STS to the Columbia Ridge Landfill. The current compactors are seven and eight years old, respectively, and are beginning to require extensive and more frequent repairs. Recently, one of the machines was "down" for an extended period. If the other machine had malfunctioned during this period, Metro would have had to haul the waste from the South Station to the Central Station for compaction prior to hauling it to the Columbia Ridge, or required all waste to be dumped directly at Metro Central.

As the current compactors have aged, their ability to densely compact the waste has been reduced, thus requiring additional loads of waste to be trucked to Columbia Ridge. In addition, newer model compactors require less maintenance.

**Committee Issues/Discussion:** Bruce Warner, Regional Environmental Management Director, presented the staff report. Warner explained that the purpose of the resolution was to issue an RFP to procure two new compactors for the Metro South Station. He noted that the current compactors had required \$300,000 in maintenance during the past two years. In addition, he noted that Metro is allowed to transport loads up to 32 tons to Columbia Ridge, but the present old compactors operate at a rate of only 29.2 tons per load. The replacement of the compactors has been included in the adopted Capital Improvement Plan for FY 1998-99, and the estimated cost of \$1.5 million is included in the proposed 1998-99 budget. Staff estimates that a down payment may need to be made prior to the end of the current fiscal year, but that adequate funds are available in the renewal and replacement account for this purpose.

Councilor McFarland expressed concern about the continuing number of requests for exemptions from competitive bidding to conduct the agency's contracting work, but indicated that she would support the resolution. The committee members had no other questions or comments.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 98-2611 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM THE COMPETITIVE BID PROCESS AND AUTHORIZING ISSUANCE OF RFP #98R-5-REM FOR THE REPLACEMENT OF COMPACTION SYSTEMS AT METRO SOUTH STATION

Date: January 27, 1998

Presented by: Bruce Warner,  
Chuck Geyer

## PROPOSED ACTION

Adopt Resolution No. 98-2611, which authorizes release of RFP #98-5-REM and authorizes the Executive Officer to execute a contract for the replacement of existing compactors at the Metro South Transfer Station.

## FACTUAL BACKGROUND AND ANALYSIS

Metro South Station (MSS) is a solid waste transfer station that receives waste from both commercial haulers and the general public. The station operator compacts the waste into loads (also referred to as bales) for transport 150 miles one-way to the Columbia Ridge Regional Landfill, located in Gilliam County, Oregon. The waste is compacted to minimize the number of trips to the landfill. In 1998, MSS will receive approximately 378,000 tons of waste for disposal resulting in the transport of over 13,000 loads.

Waste received at the facility is unloaded into a pit in the center of the station. It is then broken up and moved to one end of the pit by a Caterpillar 973 track loader bulldozer. The dozer operator pushes waste through openings in the pit floor to load one of two compactors. Utilizing remote controls, the dozer operator builds a bale of waste in the compactor to desired specifications. The compactor operator, who extrudes the completed load into a transfer trailer, assists the dozer operator in building optimal loads. They are in radio contact during this process.

Optimal loads are loads that approach 32 tons while being road legal. The transfer station operator's contract with Metro contains a monetary incentive to maximize payloads. The contract also contains a monetary disincentive for overloads as determined by axle weights taken at an on-site scale. In order to maximize payloads, the operator must take into consideration the mix of garbage in the pit, the weight of the bale throughout its length as it is being built, and its placement in the transfer trailer.

### *The Existing Compactors*

There are two compactors at MSS. One is a single-bale Amfab TRANS-PAK 500 installed in late 1989. The second is a SSI two-bale compactor, model 4000 that began operation in the spring of 1991. Both units are considered to be "first generation" products in that when they were purchased, neither design had been on the market long enough to fully establish the life cycle. In the case of the SSI compactor, it was the first unit the firm had designed.

Both units have reached the point where maintenance and repair costs, as well as decreasing performance, warrant their replacement. Metro has spent approximately \$300,000 in extraordinary repair costs for the compactors in the last two fiscal years in order to keep the units operational. Even with these expenditures, the average weight of loads at MSS has declined from the previous fiscal year, and is consistently less than the weight of loads at Metro Central Station. A decline in per load weight increases Metro's costs since it must pay for the transport of more loads.

#### *Safeguarding Operational Capacity*

In addition to the increase in costs due to maintenance and declining payloads, Metro also faces an increased risk of station closure. This situation could occur if both units failed simultaneously. One compactor was offline for 3 weeks in 1997, leaving the remaining compactor to process the entire station's waste flow. The probability that one of these aging units could function alone for an extended period of time in the future is low.

#### *RFP Process*

A request for proposals process was chosen over a request for bids process for the reasons discussed in the "findings" attached to the authorizing resolution. The main reason for choosing the RFP process was that by allowing vendors to propose features that increase payloads, Metro will be able to evaluate such costs against the savings in transport and maintenance costs. Both manufacturers of this equipment in the United States have reviewed the RFP, and have no objections to use of this process.

#### BUDGET IMPACT

This project was budgeted in FY1998-99 at \$1.5 million, however it is anticipated that partial payment will be due in the current fiscal year. These payments will be made from the Renewal & Replacement Account, which has sufficient funds.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 98-2611.