

N 21 '92 14:05 METRO SERVICE DIST. 503 241 7417

P.2

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Salvation Army, for the removal of salvageable building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

SALVATION ARMY RESPONSIBILITIES:

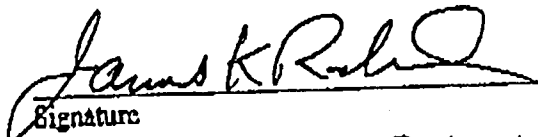
1. Show proof of general liability insurance and workers comprehensive insurance.
2. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
3. Transport the items from the site within 24 hours of removal.
4. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
5. Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
6. Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
7. Leave all utilities, work areas and remaining items in a safe and secure condition.
8. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
9. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
10. Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
11. Ownership of all materials removed from the building by Salvation Army shall pass to Salvation Army upon removal from the site. All materials removed are accepted by Salvation Army AS IS, WITH NO WARRANTIES.

12. All work shall be completed within five (5) calendar days of execution of this Memorandum of Understanding.
13. Indemnification Salvation Army is entering Metro's property entirely at its own risk, and with full understanding and awareness of the condition of the site. Salvation Army agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Salvation Army or its employees, agents, or subcontractors. Such indemnification by Salvation Army shall apply unless such damage or injury results from the sole negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

1. Provide access to the building during the hours of work.
2. Verify the quantities of materials removed.

SALVATION ARMY**METROPOLITAN SERVICE DISTRICT**


Signature


Signature

NAME: JAMES K RODAL

TITLE: ADMINISTRATOR

DATE: Jan 21 1992

RICHARD D. INGSTROM
DEPUTY EXECUTIVE OFFICER

JAN 21 '92 14:06 METRO SERVICE DIST. 503 241 7417

P.4

Attachment 1
Salvation Army
Salvageable Materials List

Carpet & Padding

30,000 square feet

4th floor

\$0.00



Metro

Salvation Army

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Hippo Hardware, Inc., for the removal of salvageable building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

HIPPO HARDWARE, INC., RESPONSIBILITIES:

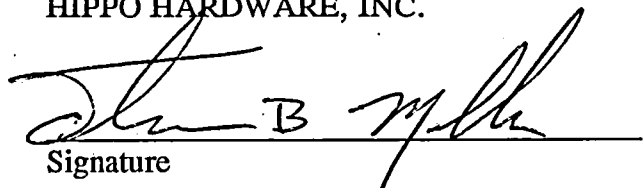
1. Show proof of Contractor's license to perform the work.
2. Show proof of general liability insurance and workers comprehensive insurance.
3. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
4. Transport the items from the site within 24 hours of removal.
5. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
6. Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
7. Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
8. Leave all utilities, work areas and remaining items in a safe and secure condition.
9. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
10. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
11. Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
- 12a. Ownership of all materials removed from the building by Hippo Hardware, Inc. shall pass to Hippo Hardware, Inc. upon removal from the site. All materials removed are accepted by Hippo Hardware, Inc. AS IS, WITH NO WARRANTIES.
- 12b. All work shall be completed within five (5) calendar days of execution of this Memorandum of Understanding.

13. Indemnification Hippo Hardware, Inc. is entering Metro's property entirely at its own risk, and with full understanding and awareness of the condition of the site. Hippo Hardware, Inc. agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Hippo Hardware, Inc. or its employees, agents, or subcontractors. Such indemnification by Hippo Hardware, Inc. shall apply unless such damage or injury results from the sole negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

1. Turn off potable water supply to the building.
2. Provide access to the building during the hours of work.
3. Verify the quantities of materials removed.

HIPPO HARDWARE, INC.

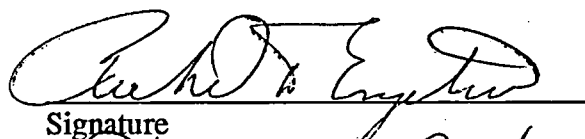

Signature

NAME: Steven B Miller

TITLE: CEO

DATE: 1/20/92

METROPOLITAN SERVICE DISTRICT


Signature

RICHARD D. ENGSTROM

DEPUTY EXECUTIVE OFFICER

1-21-92

JG:ay
SBM\HIPPO.MOU
January 14, 1992

APPROVED AS TO FORM:


RECEIVED Oregon

MAR 6 1992

FILE CODE:
METRO SOLID WASTE DEPT.

CONSTRUCTION
CONTRACTORS
BOARD

March 6, 1992

Metropolitan Service District
Attn: Jim Goddard
2000 SW 1st
Portland, OR. 97201

RE: File No. 12480

The Construction Contractors Board is investigating the activities of Hippo Hardware & Trading Co.. According to our information this contractor worked on your Metro headquarters building renovation project recently.

Oregon law requires that businesses that do work in the construction industry be registered with the Construction Contractors Board. The Construction Contractors Board has an adjudication process so that we can help resolve any problems that you may have with a registered contractor. Contractors are required to post a \$5,000 bond when they register with the Construction Contractors Board so that you can be compensated for any damages that they may cause while working on your Metro headquarters building renovation project recently.

Hippo Hardware & Trading Co. is not registered with the Construction Contractors Board and we are investigating whether he might be in violation of Oregon law. Your cooperation would aid us in the enforcement of this law.

Please send to the Construction Contractors Board any information that you have on this contractor; specifically, when the work was performed, what he did for you, how much you paid him, and any other information that you may have. Thank you for your cooperation in this matter.

If you have any questions, please feel free to call.

Sincerely,



Deanna Ball
Enforcement Intake Officer
(503) 378-5569

65
1192A




700 Summer Street NE
Suite 300
PO Box 14140
Salem, OR 97309-5052
(503) 378-4621
FAX (503) 373-2007

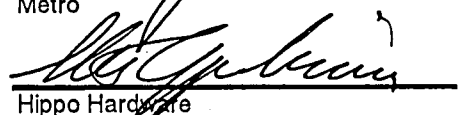
**Attachment 1
HIPPO HARDWARE
Salvageable Materials List**

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	PENTHOUSE	TTL QTY	PRICE/UNIT	TTL PRICE
URINALS	5 (leave 1)		3 (leave 1)	2 (leave 1)		18 7	\$5.00	\$50.00
BATHROOM SINKS	10 (leave 1)		7 (leave 1)	5 (leave 1)		22 23	\$5.00	\$110.00
UTILITY SINKS	2	1	1			4 1	\$5.00	\$20.00
12" LIGHT	11	11				22 22	\$0.50	\$11.00
18" LIGHT		7		2		8 0	\$1.00	\$9.00
SOLID CORE DOORS	15			15		30 6	\$3.00	\$90.00
WOOD PANNELING	8' X 30' T&G	8' X 40' T&G	SMALL DOOR	3' X 60' PANNELING		LUMP SUM	910 \$20.00	\$20.00
SHELVING		1 UNIT				LUMP SUM	\$10.00	\$10.00
FIRE PULL BOXES				1		1 2	\$0.00	\$0.00
HVAC GRATES					2	2	\$0.00	\$0.00
SIGNAGE			MISC				\$0.00	\$0.00
SPOT LIGHTS					ROOF SPOTLIGHT	LUMP SUM	\$10.00	\$10.00
TOTAL								\$330.00

35
115
5
11
18
10
0
0
0
10
207

3-10-72

Metro 

Hippo Hardware 

METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

March 24, 1992

Ms. Deanna Ball
Enforcement Intake Officer
Oregon Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052

RE: Your File No. 12480

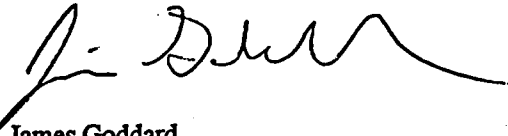
This letter is in response to your written request for information dated March 6, 1992. Enclosed as you requested, is the Memorandum of Understanding between Metro and Hippo Hardware, for salvage of materials from the Metro Headquarters Building Renovation Project at 524 NE Grand Avenue, Portland, OR. The answers to the questions you raised are as follows:

- The work was performed from January 22 through 26, 1992.
- The quantities of materials removed are detailed in Attachment 1 of the Memorandum of Understanding, and Addendas 1 and 2 of the same document.
- Hippo Hardware has agreed to pay Metro a total of \$318.00 for the materials removed.

Metro's Solid Waste Division project is using the Sears Building renovation as a demonstration for salvage and construction site recycling. The materials in question were scheduled to be destroyed and landfilled by the general contractor, if not immediately removed and salvaged. We chose Hippo hardware to salvage the material, on the (unwritten) condition that Hippo would immediately register with the Contractor's Board, recognizing that the salvage work would probably be completed before completion of the registration process. Although it was our assessment that our risks in using an unregistered contractor were slight, we apologize for having potentially contributed to a violation of state law by entering into an agreement with a contractor we knew to be unregistered.

From the standpoint of Metro contracting regulations, we considered our relationship with Hippo to be that of a seller of salvage materials (Metro), to a purchaser (Hippo) willing to remove the materials. Hippo has subsequently provided us with proof of registration with your agency. Again, we apologize for what occurred, but hope you will consider the circumstances set forth in this letter in your treatment of Hippo hardware.

Please contact me if you have any further questions.



James Goddard
Project Manager

JG:aey
Attachments

cc: Debbie Gorham, Waste Reduction Manager
Larry Shapiro, Labor Compliance Manager
Todd Sadlo, Senior Assistant Counsel
Steve Kraten, Recycling Section Manager
Rich Wiley, Procurement Officer
Berit Stevenson, Senior Management Analyst

Executive Officer
Rena Cusma
Metro Council

Tanya Collier
Presiding Officer
District 9

Jim Gardner
Deputy Presiding
Officer
District 3

Susan McLain
District 1

Lawrence Bauer
District 2

Richard Devlin
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Ruth McFarland
District 7

Judy Wyers
District 8

Roger Buchanan
District 10

David Knowles
District 11

Sandi Hansen
District 12

Amendment No. 1
to the Memorandum of Understanding Between
Metro and Hippo Hardware, Inc. for the Removal of
Salvageable Building Materials from the Metro Headquarters
Building Renovation Project (formerly the Sears Building).
Located at 524 NE Grand Avenue, Portland, Oregon

HIPPO HARDWARE RESPONSIBILITIES:

1. Disconnect, remove and transport HVAC control panel from the penthouse of the Headquarters Building to Hippo Hardware's storage area.
2. Store the panel in its as removed condition for a period of up to one year from the date of this Amendment.
3. After one year from the date of this Amendment, the panel becomes the sole property of Hippo Hardware if Metro has not retrieved by that time.
4. No cost will be incurred by Metro for Hippo's disconnection, removal, transportation or storage of the HVAC control panel.

METRO RESPONSIBILITIES:

1. Metro has the right to retrieve the panel within one year from the date of this amendment.
2. No cost will be incurred to Metro for retrieval of the panel from Hippo's storage.

HIPPO HARDWARE, INC.

METROPOLITAN SERVICE DISTRICT

By: *Steve Green*
Title: *President*
Date: *2/15/92*

By: _____
Title: _____
Date: _____

*Jim - 2/12
Please obtain
vendor sign.
ac*

Amendment No. 2
to the Memorandum of Understanding Between
Metro and Hippo Hardware, Inc. for the Removal of
Salvageable Building Materials from the Metro Headquarters
Building Renovation Project (formerly the Sears Building)
Located at 524 NE Grand Avenue, Portland, Oregon

HIPPO HARDWARE RESPONSIBILITIES:

1. Remove metals from the locations listed below.
2. Provide weight slips for the quantity of metal removed. Quantities listed in the tables are only for estimating purposes.
3. Metals shall be sold for reuse on a secondary market or sold for scrap.
4. Pay Metro twenty percent (20%) of all proceeds received from the sale of the metal. If the metal is not sold within ten days of removal, payment will be based upon the market value of the metals in the Portland area per a telephone quote received by Metro.

METRO RESPONSIBILITIES:

Verify the type and quantity of material removed by Hippo Hardware.

MATERIAL DESCRIPTION	AREA REMOVED	ESTIMATED QUANTITY	ESTIMATED MARKET PRICE	TOTAL PRICE	METRO'S SHARE (20%)
Stainless steel flashing	Roof parapets	2000 lbs	\$0.31/lb	\$620.00	\$124.00
	ceiling	2480 lbs	.23/lb	570.40	114.00

JSD 3-10-92

HIPPO HARDWARE, INC.

METROPOLITAN SERVICE DISTRICT

By: *[Signature]*
Title: *Pres.*
Date: *7/9/92*

By: _____
Title: _____
Date: _____

Jim G

RECEIVED
JUN 10 1993

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Rejuvenation Houseparts, Inc. for the removal of building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

REJUVINATION HOUSEPARTS, INC., RESPONSIBILITIES:

1. Show proof of Contractor's license to perform the work, or that any subcontractor used to perform the work has such license.
2. Show proof of general liability insurance and workers compensation insurance and that any subcontractor used to perform the work has such insurance.
3. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
4. Transport the items from the site within 24 hours of removal.
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9. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
10. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
11. Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
12. Ownership of all materials removed from the building by Rejuvenation Houseparts, Inc., shall pass to Rejuvenation Houseparts, Inc., upon removal from the site. All materials removed are accepted by Rejuvenation Houseparts, Inc., AS IS, WITH NO WARRANTIES.

Attachment 1
REJUVINATION HOUSEPARTS
Salvageable Materials List

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	PENTHOUSE	TTL QTY	PRICE /UNIT	TTL PRICE
Wood Flooring		22,000 sq. ft.				22,000 sq. ft.	\$ -0-	\$ -0-
TOTAL								

Actual

16000 sq ft

16,000 sq ft \$-0- \$-0-

Metro

[Signature]

Rejuvenation Houseparts, Inc.

7-1-92