

Portland, Oregon
FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT
For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Bethany Nabhan		2. Telephone No. 503-823-5524	3. Bureau/Office/Dept. BES/PPS/CSA
4a. To be filed (hearing date): September 25, 2013	4b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/>		5. Date Submitted to Commissioner's office and FPD Budget Analyst:
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed	

1) Legislation Title: Amend contract 31000155 with Hillsboro Landfill for multi-bureau contaminated media disposal in the amount of \$1,000,000 (Ordinance)

2) Purpose of the Proposed Legislation: The purpose of this Ordinance is to increase the value of contract 31000155 by \$1,000,000 to accommodate multi-bureau disposal of contaminated media through the current contract expiration date of April 14, 2015.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- City-wide/Regional Northeast Northwest North
 Central Northeast Southeast Southwest East
 Central City

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

No

5) Expense: What are the costs to the City as a result of this legislation? What is the source of funding for the expense? (Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the *level of confidence*.)

The City is legally required to properly dispose of Contaminated Media (CM) generated during CIP and Operating Projects regardless of whether this contract is in place. This contract facilitates the City's ability to properly dispose of CM in an expeditious manner and at a reasonable cost.

Each bureau covers the expenses accrued under this contract with usage: CSA usually only facilitates the contract usage and management. The estimated \$1,000,000 in additional value is based on the more recent level of Contract usage as well as forecasted usage until the Contract expiration date of April 14, 2015.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*
No
- **Will positions be created or eliminated in *future years* as a result of this legislation?**
No

(Complete the following section only if an amendment to the budget is proposed.)

7) Change in Appropriations *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)* This Ordinance will not amend the budget

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

[Proceed to Public Involvement Section — REQUIRED as of July 1, 2011]

PUBLIC INVOLVEMENT

186269

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

- YES: Please proceed to Question #9.
- NO: Please, explain why below; and proceed to Question #10.

CM generated during City projects must be disposed of according to applicable federal, state, and local laws and regulations. This contract facilitates the City's ability to properly dispose of CM in an expeditious manner and at a reasonable cost. This is not a controversial topic. Public involvement should not be necessary to enact this amendment.

9) If "YES," please answer the following questions:

- a) What impacts are anticipated in the community from this proposed Council item?
- b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?
- c) How did public involvement shape the outcome of this Council item?
- d) Who designed and implemented the public involvement related to this Council item?
- e) Primary contact for more information on this public involvement process (name, title, phone, email):

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.

Future public involvement is not anticipated or necessary for this item, due to the fact that CM generated during City projects must be disposed of according to applicable federal, state, and local laws and regulations. Those laws and regulations are intended to protect the public from exposure to harmful chemicals and substances. Proper CM disposal for City projects must occur regardless of whether or not this contract is in place. This contract only allows the City to dispose of CM quickly and at a reasonable cost.

gam

APPROPRIATION UNIT HEAD (Typed name and signature)

CITY OF PORTLAND
CONTRACT NO. 31000155
AMENDMENT NO. 1 (ONE)

FOR
CONTAMINATED MEDIA AND HAZARDOUS WASTE TRANSPORT AND DISPOSAL

This Amendment is made and entered into this fifteenth day of April, 2010 by and between Waste Management d/b/a Hillsboro Landfill, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. The Contract is hereby amended to extend the Contract term for an additional four (4) years through April 14, 2015.
2. This amendment shall increase the annual Contract amount by five hundred thousand and 00/100 dollars (\$500,000.00) a year for a contractual total not to exceed two million five hundred thousand and 00/100 dollars (\$2,500,000.00).
3. All other terms and conditions to remain unchanged.

WASTE MANAGEMENT
d/b/a HILLSBORO LANDFILL, INC.

BY:

Mark Krening
 Mark Krening, Senior Industrial Account Manager

Date

Address:

7227 NE 55th Avenue
 Portland, OR 97128

Telephone No.

503-493-7827

Email:

mkrening@wm.com

APPROVED AS TO FORM

Approved as to form

Paula Branger
 City Attorney
 CITY ATTORNEY

CITY OF PORTLAND

BY:

Christine Moody
 Christine Moody, Chief Procurement Officer

Date

PRICE AGREEMENT NO. 31000155

for

**CONTAMINATED MEDIA and HAZARDOUS WASTE
TRANSPORT AND DISPOSAL**

This Contract, made and entered into this fifteenth day of April, 2010, by and between Waste Management d/b/a Hillsboro Landfill, Inc. hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

1. **SCOPE OF WORK:** The Contractor shall provide services for the disposal of non-hazardous contaminated media and hazardous waste generated during City projects in order to manage the contaminated media/hazardous waste disposal aspects of City projects. Commonly encountered non-hazardous contaminated media and hazardous waste include, but are not limited to: contaminated soil, treated wood timbers, asbestos and lead-containing demolition debris, other demolition debris, 55-gallon drums containing soil and water derived from environmental investigations, etc. All services shall be delivered or work shall be performed on an as needed basis in accordance with Attachment 1.

2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on April 15, 2010 and shall expire on April 14, 2011 unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Contract for an additional four year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed five (5) years.

3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$500,000.00/year for a Contractual total not to exceed \$2,500,000.00 for the five year contractual term for performance of the services identified herein. Interim payments shall be made to the Contractor according to the schedule identified in Attachment A.

4. **INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
Bureau of Environmental Services
Attn: Bethany Nabhan
1120 SW 5th Avenue, Room 1000
Portland, OR 97204

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the services, the unit price, quantity, extended price, order number and invoice total. Additional billing details may be agreed upon between the Parties. Invoicing for services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed services.

Revised invoices or billing adjustments shall apply only to services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

ARTICLE II. Performance of services shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. The insurance requirements are as follows:

6. **INSURANCE – PROOF OF COVERAGE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

Commercial General Liability Insurance – Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract.

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts.

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

7. **INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent Contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the city and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
8. **NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
9. **SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.
10. **SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.
11. **COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. Federal Hazardous Materials regulations - 49 CFR parts 100 through 185 as well as parts 385, 386, 390, and 397 (reference: <http://www.fmcsa.dot.gov/safety-security/hazmat/complyhmregs.htm>). All statutory, charter and ordinance provisions applicable to public Contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or Contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following [identify only those appropriate for the Contract]:

Business License: The Contractor license is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

Non-Discrimination in Employee Benefits (Equal Benefits): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Option B.

WAGE RATES: State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on Contracts that total \$50,000 and above.

WAGE RATES: State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on Contracts that total \$50,000 and above.

The Prevailing Wage Rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on January 1, 2010 including the applicable Amendments dated April 1, 2010, which are hereby incorporated into this Contract by this reference. You can download your copy from www.oregon.gov/boli. If you need additional copies, contact Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland, OR 97232; phone 971-673-0839.

Effective January 1, 2008, the City of Portland is required to pay the Prevailing Wage Rate (PWR) fee of 0.1% of the Contract price directly to the Oregon Bureau of Labor and Industries (Ref. HB 2021) on projects first advertised or solicited on or after January 1, 2008. Therefore, Contractor acknowledges that this fee has not been included in the bid amount for this project.

12. **GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.
13. **NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

14. **INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all reasonable attorney's fees and costs, resulting from or arising out of the negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract.

Contractor's indemnification obligation will not apply to occurrences involving Nonconforming Waste (as hereinafter defined).

15. **ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a Contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any services provided to the Contractor by any person, which services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third Party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

16. **SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

17. **FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

18. **ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the Chief Procurement Officer. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

19. **LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

20. SUSTAINABLE PROCUREMENT: Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. The Contractor is encouraged to incorporate environmentally preferable products or services into their work effort wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; building and maintaining high-performance green buildings; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

Additionally, the Contractor shall be responsible for reducing air, water and land pollution. In an effort to reduce the use of materials toxic to the environment and human health, it will be paramount the Contractor have no environmental violations (reference Attachment 1, Section 8, Certifications) when commencing this Contract and shall continue to be diligent throughout the work under this Contract to assure that no violations occur.

Any packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

21. FORCE MAJEURE: Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

22. AMENDMENTS: All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: The Contractor shall cooperate fully with other Contractors and City employees providing systems or support to the City during delivery of contaminated soils, operation, or services. This includes planning for and integration of the provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or delivery of services. Contractor's failure to cooperate with the City and other Contractors may be grounds for termination as provided herein.

25. ACCESS TO RECORDS: The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

26. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract

and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

27. **EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

SPECIAL TERMS AND CONDITIONS

28. **CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

29. **ADDITIONAL PURCHASES:** The City reserves the right to include the loading, transport and dumping of non-hazardous contaminated media and hazardous waste produced by bureaus other than those previously identified within this ITB beyond the quantities stated in the bid documents at the same prices submitted by the Bidder. Such additional services are not guaranteed and will be made at the City's sole discretion. Contractor agrees to extend identical prices and services under the same terms and conditions to all City bureaus.

Following any initial order(s) by the City of Portland, additional services listed herein may be acquired in order to supplement existing Contracts and will be funded by various general funding sources of the various agencies.

30. **RIGHT TO CHANGE:** The City reserves the right to order changes to the services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

31. **NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR:
Waste Management.
Hillsboro Landfill
7227 NE 55th Avenue 97128 97058

CITY:
City of Portland
Bureau of Environmental Services
Portland, OR 97204

Attn: Mark Krening

Ms. Bethany Nabhan

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

32. **EARLY TERMINATION OF CONTRACT:** The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

33. **SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

34. **PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for services rendered in accordance with the Contract prior to the termination date and delivered to City provided that such services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for services delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for services that the City cancels during the term of this Contract.

35. **REMEDIES:** In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase services outstanding from another Contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

36. **PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

37. **INTELLECTUAL PROPERTY:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

A. **Copyright:** All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

B. **Patent:** If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

38. **SPECIFICATIONS:** This Contract authorizes the Contractor to provide and the City to procure those services, and establishes the terms and conditions for the City to obtain said services from the Contractor. Services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

39. **WARRANTY:** The Contractor shall guarantee its services to be free from defects in materials and workmanship, given normal use and care. The Contractor shall agree to repair and/or immediately replace without charge to City Users any service which proves to be defective or fails within the warranty period.

The City represents and warrants that all waste material shall be in accordance with the waste descriptions given in this Contract, the City's waste profile sheets and all hazardous waste manifests. Wastes that are not in conformance with the waste profile sheets and hazardous waste manifests shall be considered Nonconforming Waste. Title to and liability for Nonconforming Waste shall remain with the City at all times.

40. **PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

41. **NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

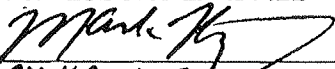
42. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

ARTICLE IV. This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
2. All statutory, charter and ordinance provisions applicable to public Contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.
3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.
4. The Parties agree the City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

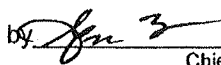
IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

WASTE MANAGEMENT
d/b/a HILLSBORO LANDFILL


by 
 MARK KRENING
 SENIOR INDUSTRIAL ACCOUNT MANAGER
 Name and Title

Address: 7227 NE 55th Avenue
 Portland, OR 97128
 Telephone No: 503-493-7827
 eMail: mkrening@wm.com

CITY OF PORTLAND

by  5/17/10
 Chief Procurement Officer
 George Marston
 Acting CPO

Approved as to form:


 City Attorney

INITIALS: bg

DATE: 03/01/2010

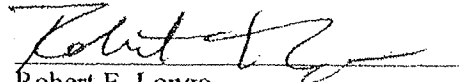
ASSISTANT SECRETARY'S CERTIFICATE

HILLSBORO LANDFILL, INC.

The undersigned, being the Assistant Secretary of Hillsboro Landfill, Inc., an Oregon corporation ("the Company"), do hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Mark Krening (Senior Industrial Account Manager), or any officer of the Company be, and hereby is authorized, following compliance with appropriate corporate policies and procedures, to execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as they may deem appropriate or necessary, pertaining to, or relating to the City of Portland, Oregon Contaminated Media and Hazardous Transport and Disposal contract, dated April 15, 2010 through April 14, 2011, and that any such action taken to date is hereby ratified and approved.

Dated: April 30, 2010


Robert E. Longo
Assistant Secretary

ATTACHMENT 1 CONTRACT REQUIREMENTS

1. **BACKGROUND:** Non-hazardous contaminated media and hazardous waste are commonly encountered during City of Portland projects that include activities such as construction and maintenance of City infrastructure, construction and demolition of City facilities, acquisition of land, evaluation and management of contaminated sites, and the performance of environmental services for various purposes including, but not limited to: capital improvement projects, treatment plant expansion, pipeline siting, stream restoration and facilities construction.

The Bureau of Environmental Services Coordinated Site Analysis (CSA) Program manages the contaminated media/hazardous waste aspects of many projects managed and funded by the City of Portland. Some of the City bureaus the CSA Program commonly serves include: the Bureau of Environmental Services, Portland Bureau of Transportation, Parks and Recreation, Water Bureau, Office of Management and Finance, Portland Fire Bureau and Portland Police Bureau.

2. **SCOPE OF WORK:** The Contractors shall provide services for the loading, transport and disposal of non-hazardous contaminated media and hazardous waste generated during City projects in order to manage the handling and disposal of contaminated media/hazardous waste that may be encountered during City construction projects. Commonly encountered non-hazardous contaminated media and hazardous waste include, but are not limited to: contaminated soil, treated wood timbers, asbestos and lead-containing demolition debris, other demolition debris, 55-gallon drums containing soil and water derived from environmental investigations, etc.

3. **TECHNICALSERVICES AND SCHEDULE:** These services will be used for a variety of City of Portland projects where disposal services of non-hazardous contaminated media and hazardous waste are needed. Often, multiple loads of material will be hauled to the landfill for any one particular project. Loads are typically hauled to the landfill by the construction Contractor, although situations may arise where trucking services will be required for transport of material to the landfill. Specifically for non-hazardous contaminated soil disposal, the landfill will need to be reasonably accessible in order to facilitate quick dumping and return of the dump trucks to the project site to collect additional loads.

Landfill and Trucking Services Contract Specifications

The City of Portland Bureau of Environmental Service (BES) Coordinated Site Analysis (CSA) program requires the following services to be provided by a landfill / dump trucking service:

Item	Description	Unit
0010	Disposal of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)	TON
0020	Disposal of hazardous contaminated soil that meets treatment standards	TON
0030	Disposal of PCB-contaminated soil (non-TSCA, <50 parts per million(ppm))	TON
0040	Disposal of PCB-contaminated soil (TSCA waste, >50 ppm)	TON
0050	Disposal of Special Waste (including Treated Wood timbers)	TON
0060	Disposal of Construction and Demolition debris (non-hazardous)	TON
0070	Disposal of Construction and Demolition debris (hazardous)	TON
0080	Disposal of friable asbestos	TON
0090	Disposal of non-friable asbestos	TON

4. **WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide information as required. The Bureau of Environmental Services has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

5. **TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates, services, and other deadlines. Circumstances that may delay the delivery of services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the

established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

6. **LIQUIDATED DAMAGES:** Time is of the essence. If the Contractor fails to complete the project and perform the services within the time specified in the Contract or any written extension thereof by the City, the actual damage to the City for the delay will be substantial but will be difficult or impractical to determine.

It is agreed that the City shall be entitled to deduct from the monies due to the Contractor the amount of \$3,000.00 per load for any load(s) remaining beyond the required completion date for each calendar day of delay. Payment of liquidated damages shall not release supplier from obligations regarding the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor shall carry out the terms of the Contract, it being the intent of the Parties that the liquidated damages be considered a full and complete payment only for failure of the Contractor to complete the work on time.

7. **CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City's specified location in a manner acceptable to the City. The "specified location" for contaminated soil shall be from the project location to the landfill. Acceptance of the work occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment 3.

8. **CERTIFICATION:** The following certifications shall be required by the Contractor:

Subtitle - D (non-hazardous): Landfills choosing to bid on items 0010, 0030, 0050, 0060, 0080, 0090 as identified in Attachment 1 of this ITB are required to be Municipal Solid Waste Landfills (MSWLF) approved to accept Resource Conservation and Recovery Act (RCRA) Subtitle D material. The Subtitle D landfills choosing to bid on item 0010 should also be approved by the State of Oregon to accept 50,000 Tons or more of Petroleum Contaminated Soil annually. Subtitle D landfills choosing to bid on items 0080 and 0090 must meet the requirements of 40 CFR 61.154 for active waste disposal sites accepting asbestos-containing waste material.

Subtitle - C (hazardous waste): Landfills choosing to bid on items 0020, 0040, and 0070 are required to be approved to accept RCRA Subtitle C (hazardous waste) material and approved to accept Toxic Substances Control Act (TSCA) regulated PCB-contaminated waste (waste containing >50 parts per million PCBs),

ALL firms involved in the transportation or preparation for transportation of hazardous wastes must demonstrate that their employees have received training under the provisions of 49 CFR 100 through 185, in addition to having all necessary permits and licenses for hazardous substance/waste transportation. All hazardous waste must be shipped under a hazardous waste manifest. An EPA ID number for the hazardous waste to be disposed will be obtained by the City of Portland prior to hauling and disposal. All hazardous substances and hazardous waste shipments shall be appropriately packaged and labeled, and the vehicles placarded in accordance with 49 CFR 100 through 185. Firms awarded the Contract(s) to haul hazardous waste shall be required to submit copies of the completed manifests and documentation to the City of Portland designated contact within 14 days of the hazardous substance/waste leaving the site.

9. **SAMPLING AND TESTING:** Testing of materials will be made by the City in accordance with methods described or designated in the applicable specifications are herein provided. The Contractor will not be required to conduct any sampling or testing of the materials to be disposed. All sampling of the materials to be disposed will be conducted by a City of Portland, Environmental Technician or an environmental consultant representing the City of Portland. All testing will be conducted by the City of Portland's Water Pollution Control Laboratory or an outside Contract analytical laboratory. All sampling and testing procedures will be in conformance with the procedures required by the landfill(s) for the specific types of materials to be disposed. The laboratory analyses conducted will be determined by the minimum requirements for the landfills as well as any contaminants of concern identified at or near the area from which the material originates. Contaminants of concern will be identified through a Phase I Environmental Site Assessment, Level I Environmental Site Assessment, or an environmental records search conducted prior to sampling.

The material will be characterized as "clean," non-hazardous contaminated media, or hazardous waste based upon the laboratory results and the requirements of the landfill. Sample results will be forwarded to the appropriate landfill, as determined by material characteristics and sample results, as an attachment to a waste profile sheet. The waste profile sheet will provide information on the characteristics and quantity of the material to be disposed, along with estimated disposal date(s). Once the waste profile sheet and analytical results are accepted by the

appropriate landfill, a disposal permit/profile number specific to the material to be disposed, shall be forwarded by the landfill to the Customer contact listed on the waste profile sheet, indicating acceptance of the material.

The City reserves the right to require samples and to test products for compliance with applicable requirements irrespective of prior certification of the products by the manufacturer. When tests of materials are necessary, such tests will be made by and at the expense of the City unless otherwise specified herein. In the event the materials fail, the supplier shall bear all costs for all subsequent testing necessary to meet specified requirements.

10. INSPECTION OF SPOILS: No product to be loaded, transported or dumped by a City agency or jurisdiction pursuant to this Contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said product.

All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or prove otherwise defective may be rejected. In addition, all services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

11. ACCEPTANCE AND TESTING: The City may conduct testing on the equipment provided by the Contractor to assure stability and compliance with the Technical Specifications for such equipment. Deviations from the City's specification will not be allowed unless addressed by a formal change order or by written Addendum. The City reserves the right to have Bidder submit written verification of any test (s) required of Bidder in these specifications

12. DELIVERY: The Contractor(s) awarded Contracts for bid items 0100 thru 0130 in Attachment 1 (Contract Requirements) must be prepared to furnish loading and delivery transportation as requested within one day after receipt of an order. The time available to furnish loading and delivery transportation may be extended as specified in the request. Contractor(s) must have adequate trucks and equipment available for fulfilling the orders. The City may terminate the Contract if repetitive orders go unanswered. Orders not worked within one day, or within the timeframe specified in the request, will be purchased from other sources and the Contractor shall be liable for any excess costs incurred. The Contract price includes all costs associated with delivery, assembly, setup, and proper disposal of packaging material.

All deliveries shall be F.O.B. destination, freight prepaid and allowed; all to and from the designated location or construction site, transportation to the landfill and handling charges shall be paid by the City. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the successful Offeror, upon request.

The Contractor shall immediately notify the City, in writing, if service or equipment cannot be completed or made available as intended. **NOTE:** Contractor shall fax such notifications to: Bethany Nabhan, Bureau of Environmental Services, at 503-823-5565. If the ordered item(s) and/or services are not available within the timeframe specified in the order, the City of Portland, Bureau of Environmental Services at its sole discretion, may obtain the same services from other sources and the Contractor shall be liable for the excess costs incurred, including the difference in service charges. Repeated non-late or service delivery issues may be cause for Contract cancellation.

Delivery of the item(s) or provision of the service shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Acceptance occurs when the City authorizes payment of the invoice.

13. REJECTION OF WORK: The City's right to reject any unacceptable equipment or services shall not exclude any other legal, equitable or Contractual remedies the City may have. The City reserves the right to reject any such services or work at the Contractor's expense for full credit or re-work and to specify a reasonable date by which the work will be completed and received. The City reserves the right to reject any services provided by the Contractor at the Contractor's expense if they have been determined unacceptable under the provisions of this Contract.

14. PRICES AND PRICE CHANGES: Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first year of the Contract. At the end of the one-year period, price changes may be allowed herein. Contractor agrees to provide pricing for all services as herein described for the duration of this Contract if and when requested by the City. Following the end of the one year period referenced above, City and Contractor acknowledge that prices for services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or union agreements. Such price changes shall be documented in writing between Contractor and City's Chief Procurement Officer as amendments. Following the end of second year, quoted prices shall be adjusted at the beginning of each Contractual period based on the change in value of the U. S. Department of Labor; Bureau of Labor Statistics.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal and as indicated above, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract Amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

**ATTACHMENT 2
 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS
 HAZARDOUS WASTE DISPOSAL
 BID NO 110349**

OFFER DATE	11/3/09
OFFEROR NAME	HILLSBORO LANDFILL, INC.
OFFEROR LONG BUSINESS AS	
OFFEROR ADDRESS	3205 S.E. MENTER BRIDGE RD., HILLSBORO, OR, 97123
AUTHORIZED REPRESENTATIVE NAME	MARK KRENING
AUTHORIZED REPRESENTATIVE TITLE	SENIOR INDUSTRIAL ACCOUNT MANAGER
AUTHORIZED REPRESENTATIVE PHONE	(503) 493-7827
AUTHORIZED REPRESENTATIVE EMAIL	MKrening@Wm.com
AUTHORIZED REPRESENTATIVE MAILING ADDRESS	7227 N.E. 55 TH AVE., PORTLAND, OR, 97128
AUTHORIZED REPRESENTATIVE SIGNATURE	<i>Mark Krening</i>
LOCAL REPRESENTATIVE	MARK KRENING
LOCAL REPRESENTATIVE PHONE	(503) 493-7827
LOCAL REPRESENTATIVE EMAIL	MKrening@Wm.com
CITY OF PORTLAND BUSINESS LICENSE NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	93-0760239
TYPE OF ORGANIZATION	<input type="checkbox"/> Sole proprietorship; <input type="checkbox"/> Partnership; <input checked="" type="checkbox"/> Corporate entity (not tax-exempt); <input type="checkbox"/> Corporate entity (tax-exempt); <input type="checkbox"/> Government entity (Federal, State, or local); <input type="checkbox"/> Other: _____
COMMON PARENT	<input type="checkbox"/> Offeror is not owned or controlled by a common parent. <input checked="" type="checkbox"/> Name and TIN of common parent: Name: <u>WASTE MANAGEMENT</u> TIN: <u>73-1304529</u>
RESIDENT BIDDER	All Offerors must state whether or not they are an Oregon resident. Bidder as defined in ORS 279A.120, a resident Offeror is one who has paid unemployment taxes or income taxes in the State during the twelve (12) calendar months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident bidder. <input checked="" type="checkbox"/> Offeror is a Resident Bidder <input type="checkbox"/> Offeror is not a Resident Bidder State of Residence _____

ATTACHMENT 3 BID SCHEDULE

The Offeror represents and certifies as part of the following bid:

The undersigned having full knowledge of the specifications for the item(s) listed herein offers and agrees that this bid shall be irrevocable for at least sixty (60) calendar days after the bid opening date and time, and if accepted shall furnish any and/or all items(s) at the prices offered, all required documents, licenses and certifications, guarantees, titles and warranties as required and deliver at the designated point(s) within the time specified in the schedule.

Subtitle- D (non-hazardous) landfill products under Items A, B, C or F - 0010, 0030, 0050, 0060, 0080 and 0090 as identified herein

Subtitle - C (hazardous waste) landfill products under items D and E - 0020, 0040 and 0070

CONTAMINATED MEDIA and HAZARDOUS WASTE TRANSPORT AND DISPOSAL					
ITEM	NUMBER/DESCRIPTION	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE	EXTENDED PRICE
	TRUCK LOADING AND DELIVERY TO LANDFILL SITES: provide costing from project site to each of the landfills indicated below:				
A	Loading and transportation services from the project site to Hillsboro (Hillsboro, OR 97123)	*** NO BID ***			
A - 0010	SUBTITLE - D (non hazardous) Loading and transportation of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)	90	ton	\$	\$
A - 0030	SUBTITLE - D (non hazardous) Loading and transportation of PCB-contaminated soil (non-TSCA, <50 parts per million (ppm))	10	ton	\$	\$
A - 0050	SUBTITLE - D (non hazardous) Loading and transportation of Special Waste (including Treated Wood timbers)	10	ton	\$	\$
A - 0060	SUBTITLE - D (non hazardous) loading and transportation of Construction and Demolition debris (non-hazardous)	10	ton	\$	\$
A - 0080	SUBTITLE - D (non hazardous) Loading and transportation of friable asbestos	5	ton	\$	\$
A - 0090	SUBTITLE - D (non hazardous) Loading and transportation of non-friable asbestos	5	ton	\$	\$
B	Loading and transportation services from the project site to Wasco County Landfill (The Dalles, OR 97058)	*** NO BID ***			
B - 0010	SUBTITLE - D (non hazardous)	90			

	Loading and transportation of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)		ton	\$	\$
B - 0030	SUBTITLE - D (non hazardous) Loading and transportation of PCB-contaminated soil (non-TSCA, <50 parts per million (ppm))	10	ton	\$	\$
B - 0050	SUBTITLE - D (non hazardous) Loading and transportation of Special Waste (including Treated Wood timbers)	10	ton	\$	\$
B - 0060	SUBTITLE - D (non hazardous) Loading and transportation of Construction and Demolition debris (non-hazardous)	10	ton	\$	\$
B - 0080	SUBTITLE - D (non hazardous) Loading and transportation of friable asbestos	5	ton	\$	\$
B - 0090	SUBTITLE - D (non hazardous) Loading and transportation of non-friable asbestos	5	ton	\$	\$
C	Loading and transportation services from the project site to Coffin Butte Landfill (Corvallis, OR 97330)	*** NO BID ***			
C - 0010	SUBTITLE - D (non hazardous) Loading and transportation of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)	90	ton	\$	\$
C - 0030	SUBTITLE - D (non hazardous) Loading and transportation of PCB-contaminated soil (non-TSCA, <50 parts per million (ppm))	10	ton	\$	\$
C - 0050	SUBTITLE - D (non hazardous) Loading and transportation of Special Waste (including Treated Wood timbers)	10	ton	\$	\$
C - 0060	SUBTITLE - D (non hazardous) Loading and transportation of Construction and Demolition debris (non-hazardous)	10	ton	\$	\$
C - 0080	SUBTITLE - D (non hazardous) Loading and transportation of friable asbestos	5	ton	\$	\$
C - 0090	SUBTITLE - D (non hazardous) Disposal of non-friable asbestos	5	ton	\$	\$
D	Loading and transportation services from the project site to Chemical Waste Management (Arlington, OR 97812)	*** NO BID ***			
D - 0020	SUBTITLE - C (hazardous waste) Loading and transportation of hazardous contaminated soil that meets treatment standards	90	ton	\$	\$
D - 0040	SUBTITLE - C (hazardous waste) Loading and transportation of PCB-contaminated soil (TSCA waste,	10	ton	\$	\$

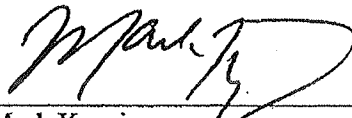
	>50 ppm)					
D - 0070	SUBTITLE - C (hazardous waste) Loading and transportation of Construction and Demolition debris (hazardous)	10	ton	\$	\$	
E	Loading and transportation services from the project site to EnviroSafe Services, (Grand View, Idaho 83624)	***	NO	BID	***	
E - 0020	SUBTITLE - C (hazardous waste) Loading and transportation of hazardous contaminated soil that meets treatment standards	90	ton	\$	\$	}
E - 0040	SUBTITLE - C (hazardous waste) Loading and transportation of PCB-contaminated soil (TSCA waste, >50 ppm)	10	on	\$	\$	
E - 0070	SUBTITLE - C (hazardous waste) Loading and transportation of Construction and Demolition debris (hazardous)	10	ton	\$	\$	
F	OTHER LANDFILL: please identify	***	NO	BID	***	
F - 0010	SUBTITLE - D (non hazardous) Loading and transportation of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)	90	ton	\$	\$	
F - 0030	SUBTITLE - D (non hazardous) Loading and transportation of PCB-contaminated soil (non-TSCA, <50 parts per million (ppm))	10	ton	\$	\$	
F - 0050	SUBTITLE - D (non hazardous) Loading and transportation of Special Waste (including Treated Wood timbers)	10	ton	\$	\$	
F - 0060	SUBTITLE - D (non hazardous) Loading and transportation of Construction and Demolition debris (non-hazardous)	10	ton	\$	\$	
F - 0080	SUBTITLE - D (non hazardous) Loading and transportation of friable asbestos	5	on	\$	\$	
F - 0090	SUBTITLE - D (non hazardous) Loading and transportation of non-friable asbestos	5	ton	\$	\$	
	Contaminated Media and Hazardous Waste Disposal: Provide costing for disposal at the landfill for the various types of waste listed below:	HILLSBORO LANDFILL RATES				
G	SUBTITLE - D (non hazardous)					
G - 0010	Disposal of non-hazardous contaminated soil (must have capacity to accept up to 25,000 Tons contaminated soil per year)	20,000	ton	\$ 29.00/ton	\$ 580,000.00	

G - 0030	Disposal of PCB-contaminated soil (non-TSCA, <50 parts per million (ppm))	2,000	ton	\$ 29.00/ton	\$ 58,000.00
G - 0050	Disposal of Special Waste (including Treated Wood timbers)	1,000	ton	\$ 65.00/ton	\$ 65,000.00
G - 0060	Disposal of Construction and Demolition debris (non-hazardous)	1,000	ton	\$ 75.00/ton	\$ 75,000.00
G - 0080	Disposal of friable asbestos	500	ton	\$ 100.00/ton	\$ 50,000.00
G - 0090	Disposal of non-friable asbestos	500	ton	\$ 75.00/ton	\$ 37,500.00
H	SUBTITLE - C (hazardous waste)	*** CHEMICAL WASTE MANAGEMENT OF THE N.W. RATES ON SEPARATE BID FORM ***			
H - 0020	Disposal of hazardous contaminated soil that meets treatment standards	500	ton	\$ _____	\$ _____
H - 0040	Disposal of PCB-contaminated soil (TSCA waste, >50 ppm)	200	ton	\$ _____	\$ _____
0070	Disposal of Construction and Demolition debris (hazardous)	500	ton	\$ _____	\$ _____

Disposal Facility: Hillsboro Landfill, Inc.

Landfill Address: 3205 S.E. Minter Bridge Road
Hillsboro, OR 97123

Signed:


 Mark Krening
 Senior Industrial Account Manager
 Waste Management

Date:

11/3/09

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT

STATE OF OREGON Contract Bid No. 110349

COUNTY OF MULTNOMAH

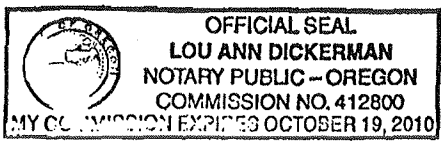
I, (Type/Print Name) MARK KRENING, state that I am (Position Title) SENIOR INDUSTRIAL ACCOUNT MANAGER of (Name of Firm) and that I am authorized to execute this affidavit on behalf of this firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, offeror, or potential offeror, except as disclosed.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a offeror or potential offeror, and the price(s), will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. (Name of Firm) WASTE MANAGEMENT, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described.

I state that (Name of Firm) WASTE MANAGEMENT understands and acknowledges that the above representations are material and important, and will be relied on by THE CITY OF PORTLAND, OREGON in awarding the contract(s) for which this bid is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from THE CITY OF PORTLAND, OREGON of the true facts relating to the submission of bids for this contract.

[Signature]
Signature



Subscribed and sworn to before me this Bid day of November
Lou Ann Dickerman
NOTARY PUBLIC
My commission expires 10/19/2010

APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public Contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public Contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this Contract, as applicable.

Pursuant to ORS 279B.220, on every public Contract, the Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract; shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement Contracts, the Contractor shall make payments promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such Contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public Contract for demolition the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public Contract and every public improvement Contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public Contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, Contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public Contract, all subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement Contracts, 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, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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 such Contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement Contracts, if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract within 30 days after receipt of payment from the Contract agency or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement Contract and every Contract related to the public improvement Contractor, if the Contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 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, except in cases of Contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The Contractor shall give notice to employees who work on a public Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the

employees may be required to work. In the case of Contracts for personal services as defined in ORS279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under Contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The Contractor shall give notice to employees who work on a Contract for services in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

▪ Pursuant to ORS 279C.530(1), in every public improvement Contract, the Contractor shall promptly, as due, make payment to any person, co-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 employees pursuant to any law, Contract or agreement for the purpose of providing or paying for such service. In every public Contract, subject to ORS 279C, all employers working under the Contract are subject employers that shall comply with ORS 656.017.

▪ Pursuant to ORS 279C.580(3)(a), the Contractor shall include in each public improvement subcontract for property or services entered into by the Contractor and a subcontractor, including a material supplier, for the purpose of performing a construction Contract, a payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public Contracting agency under such Contract, and an interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).

▪ Pursuant to ORS 279C.580(4), the Contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such Contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

▪ Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008