A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1542 | FAX 503 797 1793

METRO

Agenda

MEETING:	METRO COUNCIL REGULAR MEETING
DATE:	February 13, 2003
DAY:	Thursday
TIME:	2:00 PM
PLACE:	Metro Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

3.1 Consideration of Minutes for the February 6, 2003 Metro Council Regular Meeting.

3.2 **Resolution No. 03-3266**, For the Purpose of Appointing Moji Momeni to Metro Committee for Citizen Involvement (MCCI).

4. CONTRACT REVIEW BOARD

4.1 **Resolution No. 03-3268**, For the Purpose of Authorizing the Release of Request for Proposals No. 03-1038-REM for Analytical Laboratory Services. — Burkholder

4.2 Deliberation on Appeal by Hattenhauer Distributing Company of Executive Officer's Rejection of Appeal of contract for Provision of Diesel Fuel to Devin Oil Company, Inc.

5. COUNCILOR COMMUNICATION

ADJOURN

Cable Schedule for Week of February 13, 2003 (PCA)

	Sunday (2/16)	Monday (2/17)	Tuesday (2/18)	Wednesday (2/19)	Thursday (2/13)	Friday (2/14)	Saturday (2/15)
CHANNEL 11 (Community Access Network) (most of Portland area)						2:00 PM (previous meeting)	
CHANNEL 30 (TVTV) (Washington County, Lake Oswego)	12:00 PM			11:00 PM		6:30 AM 7:00 PM 11:00 PM	3:30 PM
CHANNEL 30 (CityNet 30) (most of City of Portland)		2:00 PM					
CHANNEL 30 Willamette Falls Television (West Linn, Rivergrove, Lake Oswego)							
CHANNEL 23/18 Willamette Falls Television (23- Oregon City, West Linn, Gladstone; 18- Clear Creek)							
CHANNEL 23 Milwaukie Public Television (Milwaukie)			10:00 AM 9:00 PM				

PLEASE NOTE THAT ALL SHOWING TIMES ARE TENTATIVE BASED ON THE INDIVIDUAL CABLE COMPANIES' SCHEDULES. PLEASE CALL THEM OR CHECK THEIR WEB SITES TO CONFIRM SHOWING TIMES.

Portland Cable Access	www.pcatv.org	***(503) 288-1515***
Tualatin Valley Television	www.yourtvtv.org	***(503) 629-8534***
Willamette Falls Television	www.wftvaccess.com	***(503) 650-0275***
Milwaukie Public Television		***(503) 652-4408***

Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542. Public Hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be considered included in the decision record. Documents can be submitted by email, fax or mail or in person to the Clerk of the Council. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

Agenda Item Number 3.1

Consideration of Minutes of the February 6, 2003 Regular Council meeting.

Metro Council Meeting
Thursday, February 13, 2003
Metro Council Chamber

Agenda Item Number 3.2

Resolution No. 03-3266, For the purpose of appointing Moji Momeni to Metro Committee for Citizen Involvement (MCCI).

Metro Council Meeting
Thursday, February 13, 2003
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OFAPPOINTING MOJI MOMENI TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT (MCCI)	)))	RESOLUTION NO. 03- 3266 Introduced by Council President David Bragdon

WHEREAS, Objective 1.1 of the Regional Urban Growth Goals & Objectives states that Metro shall establish a Regional Citizen Involvement Coordinating Committee to assist with development, implementation and evaluation of its citizen involvement program; and

WHEREAS, the Metro Charter also called for the creation of an Office of Citizen Involvement, and the establishment of a citizens committee therein; and

WHEREAS, the Metro Council created said Office and established Metro Committee for Citizen Involvement (MCCI) as the citizen committee within that Office, by adopted Ordinance No. 93-479A; and

WHEREAS, there are vacancies in MCCI membership with appointments to be made in District 3; and

WHEREAS, a recruitment and selection process has been initiated, resulting in the nomination of citizen Moji Momeni to represent District 3; now therefore

BE IT RESOLVED that the Metro Council that the Metro Council appoints Moji Momeni as a member of MCCI.

ADOPTED by the Metro Council this _____ day of _____, 2003

_____
David Bragdon, Council President

Approved as to Form:

_____
Daniel B. Cooper, Metro Attorney

METRO ADVISORY COMMITTEES
APPLICATION FOR CITIZEN INVOLVEMENT

Name: _ Moji Momeni _____ Council District/County: ___ 3 _____
Address: _ 12190 SW Longhorn Ln. Unit B_____ State/ZIP: _ OR 97008_____
Phone: Home: 503-524-8280 _ Work: __503-524-8280 Fax: _503-524-3757_ e-mail: _ m2equities@aol.com
Occupation/place of employment: _ President, CJR, Inc._____

Education, Work or volunteer experience:

I have BS in Civil Engineering from Oregon State University. I have been involved in management of large commercial and institutional construction projects for over 22 years. I have had my own construction management firm (CJR, Inc.) for over 7 years. During the past seven years, I have been involved in residential land development and construction of commercial projects. With the goal of stepping back and getting more involved in community issues at age 45, I turned my company into a real estate investment and management firm in year 2001.

Throughout my career I have negotiated, coordinated, interacted, and presented many activities and projects to, and with, local jurisdictions and governmental agencies.

I have been volunteering for organizations and causes affecting families and children for over fifteen years. For the last two years I have volunteered for local issues and community service organizations.

List and describe any involvement you have had with groups, boards, organizations, etc.:

As a construction manager I have been involved in running meetings and coordinating activities of numerous consultants and contractors involved in projects.

I have been a Washington County board member and volunteer for Citizen Review Board for about nine years.

I have been a member at large for the State Advisory Committee of Citizen Review Board for two years.

I have been involved in upgrading and improving livability conditions of a small community in Beaverton for about four years.

I have been a member of Beaverton Committee for Citizen Involvement (BCCI) for one year.

I have been attending MCCI meetings for the last nine months.

Name the committee(s) you are interested in and explain why you think the committee issues are important:

I would like to be involved in the Community Planning Subcommittee. My background, education and experience fit well with the Community Planning issues.

List any relevant experiences, skills or interests that have helped to prepare you for a position on this committee:

My education, background and experience in land development and development of commercial projects has given me an insight in what some of the issues involved in community planning are. I also like to travel and have traveled to several parts of the country and Europe. Through my travels I have seen many examples of community planning that has worked and those which have failed.

List two references who are familiar with your community and volunteer work:

Mayor Rob Drake – City of Beaverton
Mr. Marv Doty – Chairman, Beaverton Committee for Citizen Involvement
Ms. Nancy Miller – Director, Citizen Review Board (Oregon State – Department of Justice)

Optional: Attach resume

Most Metro Advisory Committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings. Will your commit to the time required to fulfill your duties if appointed to an advisory committee? ☒ Yes ☐ No

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature _____ Date 10/16/02

Membership on Metro advisory committees is open to all interested citizens subject to the qualifications determined by the appointing authority as necessary for the conduct of its business. Metro encourages participation in its affairs by all people, especially those who are under represented in public involvement.

Please return to:
Metro Office of Citizen Involvement
600 NE Grand Avenue
Portland, OR 97232
797-1539 (phone) 797-1799 (fax)
e-mail: MCCI@metro.dst.or.us web site: www.metro-region.org

To receive assistance per the Americans with Disabilities Act, call the number above, or Metro teletype 797-1804

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 03-3266, FOR THE PURPOSE OF APPOINTING MOJI MOMENI TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT

Date: January 13, 2003 Prepared by: Cary Stacey

BACKGROUND

The Metro Committee for Citizen Involvement (MCCI) has continued to attempt to fill its vacancies. In addition to personal contacts, MCCI has initiated follow-up recruiting, notified agency staff, and advertised on a weekly basis.

Moji Momeni lives in District 3. He has served on the Beaverton Committee for Citizen Involvement (BCCI) and Washington County's Board and Citizen Review Board, and has also been active in volunteering in his community. He feels his background in land and commercial project development fits well with the issues addressed by MCCI's Community Planning Subcommittee. Mr. Momeni's application to the committee is attached to Resolution 03-3266 as Exhibit A.

ANALYSIS/INFORMATION

1. **Known Opposition**

None.

2. **Legal Antecedents**

Metro Code Chapter 2.19.100 and Ordinance 00-860A are the relevant legal documents related to this appointment.

3. **Anticipated Effects**

That one new member will be appointed to MCCI.

4. **Budget Impacts**

None.

RECOMMENDED ACTION

That the Metro Council adopt Resolution 03-3266.

Agenda Item Number 4.1

Resolution No. 03-3268, For the Purpose of Authorizing the Release of Request for Proposals No. 03-1038-REM for Analytical Laboratory Services.

Contract Review Board

Metro Council Meeting
Thursday, February 13, 2003
Metro Council Chamber

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSALS NO. 03-1038-REM FOR ANALYTICAL LABORATORY SERVICES	))))	RESOLUTION NO. 03-3268 Introduced by: David Bragdon, Council President

WHEREAS, it is in the public interest to monitor environmental quality at St. Johns Landfill and the Smith and Bybee Lakes Wildlife Area; and,

WHEREAS, environmental quality monitoring at St. Johns Landfill and the Smith and Bybee Lakes Wildlife Area (including laboratory analysis) is required under various state and local permits, rules and regulations; and,

WHEREAS, it is desirable to maintain consistent quality and cost in analytical laboratory services required by Metro for this environmental monitoring program; and,

WHEREAS, Metro will solicit and evaluate qualifications and proposals through a competitive process, and on that basis will select the most qualified proposer for analytical laboratory services; and,

WHEREAS, this resolution was submitted to the Acting Chief Operating Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. that the Metro Council authorizes the release of a request for proposals substantially similar to RFP 03-1038-REM for analytical laboratory services attached as Exhibit A; and,

2. that the Metro Council, pursuant to Section 2.04.026 of the Metro Code, authorizes the Chief Operating Officer to execute a contract with the most qualified and cost effective proposer for analytical laboratory services, in accordance with requirements of the Metro Code.

ADOPTED by the Metro Council this _____ day of _____, 2003.

_____
David Bragdon, Council President

Approved as to Form:

_____
Daniel B. Cooper, Metro Attorney

M:\rem\od\projects\Legislation\SJLabservicesres.doc

EXHIBIT A
Resolution No. 03-3268

Request for Proposals for Analytical Laboratory Services

RFP #03-1038-REM

Prepared By:

Regional Environmental Management
Engineering Services Division
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1650
Fax (503) 797-1795
www.metro-region.org

February 2003

METRO

PEOPLE PLACES
OPEN SPACES

Printed on paper with 30% post-consumer recycled fiber.

Request for Proposals

for

Analytical Laboratory Services

RFP #03-1038-REM

Prepared by:
Metro
Regional Environmental Services
Engineering Service Division
600 NE Grand Ave
Portland OR 97232-2736
(503) 797-1650
FAX (503) 797-1795
www.metro-region.org

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

For

ANALYTICAL LABORATORY SERVICES

I. INTRODUCTION

The Regional Environmental Management Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting written proposals for analytical laboratory services.

Proposals will be due no later than 3:00 p.m. PST, _____, 2003, in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

Based on Metro's evaluation of received proposals, a contract may be awarded to one of the proposers.

Details concerning the project and proposal submissions are contained in this document.

II. PROJECT BACKGROUND

In fulfillment of various regulations and policies Metro conducts environmental monitoring within the Smith and Bybee Lakes Wildlife Area in North Portland. The wildlife area is a 2,000-acre urban wetland managed by Metro's Parks and Greenspaces Department. It includes the St. Johns Landfill (SJLF), a closed municipal solid waste landfill managed by Metro's Regional Environmental Management Department. Metro stopped accepting municipal waste at SJLF in 1991, after which a multi-layer cover system was installed over the solid waste.

Groundwater and stormwater samples are currently collected twice per year at SJLF in accordance with landfill closure and NPDES permits issued by the Oregon Department of Environmental Quality. Wastewater samples are collected twice per year in accordance with a wastewater discharge permit issued by the City of Portland. Wastewater samples may include landfill leachate and/or landfill gas condensate. On occasion, waste oil samples may also be collected. Surface water and sediment samples are collected in the Columbia Slough around SJLF, and in the lakes, as needed to assess trends in water quality conditions.

Samples will be analyzed in accordance with the anticipated analytical laboratory services contract resulting from this RFP process. Analysis will include

conventional indicators of water quality, heavy metals, and several classes of organics including volatile and semi-volatile compounds, pesticides and polychlorinated biphenyls, and herbicides. Other analytes may be tested as needed, including but not limited to additional organic compounds and biological parameters.

Metro currently budgets $80,000 per year for these analytical laboratory services.

III. PROPOSED SCOPE OF WORK

Metro is seeking proposals from firms to perform the services described generally in Appendix B (Scope of Work), and more specifically in three attachments to Appendix B, including:

- Attachment B-1: Cost Proposal
- Attachment B-2: Report Specifications
- Attachment B-3: Sampling and Analysis Plan – St. Johns Landfill

The term of the contract for these services will be three (3) years.

IV. PROJECT ADMINISTRATION

Metro's project manager is Paul Vandenberg, Senior Solid Waste Planner.

Metro intends to award this contract to a single firm to provide the services required. Responders must identify a single person as project manager to work with Metro.

The Contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the project. The prime contractor shall have, or be capable of obtaining general liability insurance, business automobile insurance, and workers compensation insurance covering the services to be performed, as shown in the Sample Standard Personal Services Agreement (Appendix A). Metro shall be named as an additional insured.

V. PROPOSAL: INSTRUCTIONS

Proposals should include items described in Section VI (Proposal Contents).

A. Submission of Proposals

Four (4) copies of the proposal shall be furnished to Metro, addressed to:

Paul Vandenberg
Metro – Regional Environmental Management Department
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 3:00 p.m., _____, 2003.

C. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by Metro in evaluating proposals. Any questions relating to this RFP should be addressed to Paul Vandenberg at (503) 797-1695. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received within 4 working days of the deadline.

D. Information Release

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

E. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement; the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

VI. PROPOSAL CONTENTS

The proposal should contain only those materials requested in items A through C below.

Any paper used in the submittal should be recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included.

A. Transmittal Letter

Briefly describe the contents of the materials submitted in the proposal. Identify the person who would be project manager. State that the proposal will be valid for ninety (90) days after the date of the proposal's submission.

B. Project Organization Chart

Provide an organization chart showing roles and relationships of all project personnel identified in the proposal. Identify sub-contractors by firm name, and include their respective roles and relationships.

Note: Include the following Metro staff in the Chart.

Name: Paul Vandenberg
Title: Senior Solid Waste Planner
Function: Primary contact for:

- Scheduling of sampling/analysis
- QA/QC issues
- Notification of changes in analytical methods
- Notification of new certifications
- Reporting of results
- Invoicing

Name: Michael Guebert
Title: Landfill and Environmental Specialist
Function: Field contact for:

- Container requests
- Sample collection
- Shipment of containers and samples
- Chain-of-custody

C. Qualifications

Submit written materials that demonstrate the capability and qualifications to provide the services described in the Appendix B (Scope of Work), including Attachments B-1, B-2 and B-3 to Appendix B.

Qualifications should include the information requested in items 1 through 3 below, and should contain not more than eight (10) pages of written material, excluding resumes. Any other supportive technical information should be included as appendices, where appropriate, and referenced as such.

1. Project Manager / Staffing

Identify the project manager and qualifications s/he brings to the project. Identify all assigned staff and their respective roles. Include resumes.

Provide the following for subcontractors that will be involved in the project:

- Name of firm
- Name of primary contact
- Specific analyses to be performed, and whether subcontractor will perform those analyses routinely or only under special circumstances. Describe circumstances where applicable.

2. Experience

List and briefly describe projects conducted over the past five years that involved services similar to those required per this RFP. For each project, identify the project manager and provide the following customer information: name of the primary contact, title, and telephone number.

3. Quality Assurance Program

Provide the laboratory's quality assurance program (manual or plan). Include the following information:

- Accreditation and Certifications
- Summary of Performance Evaluation Results
- Summary of Qualifications of Key Personnel
- Description of Equipment and Facilities
- Standard Operating Procedures
- Subcontracting Policies and Standards

- Sample Management
- Analytical Quality Control
- Data Generation, Validation and Reporting
- Corrective Actions
- Laboratory Evaluations and Audits
- QA Reports
- Documents and Document Control

D. Cost Proposal

The Cost Proposal Form is provided on the enclosed 3.5-inch disk, in Microsoft Excel 97 format. Instructions for completing and submitting this form are included in Attachment B-1 (of Appendix B).

E. Exceptions and Comments

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

VII. PROPOSAL EVALUATION

A. Evaluation Procedure

Only Proposals that conform to the instructions will be evaluated. Metro will evaluate proposals using the criteria described immediately below.

B. Evaluation Criteria

In evaluating proposals Metro will apply the following weighting (based on 100 percentage points):

(40%) Qualifications
(25%) Cost
(20%) Project Understanding
(10%) References
(5%) Business or Work Force Diversity

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award

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

B. Billing Procedures

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

C. Validity Period and Authority

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

D. Conflict of Interest

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

IX. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement (Appendix A) is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any proposers wishing to take exception to the standard agreement should document these under Section VI E. of their proposal. Exceptions will be considered as part of the evaluation process.

S:\REM\cashj\Paul V\03 1038 RFP.doc

APPENDIX A

Contract No: _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and _____ referred to herein as "Contractor," located at _____ _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective on the last signature date below and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _ _____ AND _ _____/100THS DOLLARS ($_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of $1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of $1,000,000 per occurrence.

b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS**. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of $1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR	METRO
By_____	By_____
Title_____	Title_____
Date_____	Date_____

Attachment A

Contract No: _____

Scope of Work

1. **Statement of Work.**

2. **Payment, Billing and Term.**

Contractor shall provide services for a maximum price not to exceed _____AND NO/100 DOLLARS ($0,000.00). The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of unit prices for labor, materials, and equipment, will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

APPENDIX B

SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the analytical services described below. The Contractor shall provide these services for water, sediment and oil samples collected by Metro and submitted to the Contractor.

1. The Contractor shall fulfill the laboratory responsibilities described in Metro's Sampling & Analysis Plan for St. Johns Landfill (Attachment B-3) and shall not exceed the analytical method reporting limits specified in Tables 3 through 6 of that Plan.

2. As requested by Metro, the Contractor shall perform analysis for those analytes listed in the Cost Proposal (Attachment B-1) using the analytical methods specified, and procedures consistent with the Contractor's Quality Assurance Program incorporated in this agreement.

3. Metro may request analysis of analytes not listed in the Cost Proposal, and will negotiate a unit cost with the Contractor for such analysis at the time of the request.

4. Where the Contractor believes that substitutions to analytical methods specified in the Cost Proposal are necessary, a written request for the desired change shall be submitted to Metro for approval, and shall include a justification for the change.

5. Where any sample submitted by Metro is considered by the Contractor to be inadequate for analysis, the Contractor shall immediately notify Metro, and shall request additional information or advise Metro as necessary.

6. Where any sample submitted by Metro fails to be analyzed based on circumstances surrounding the handling or preparation of the sample by the Contractor, the Contractor shall immediately notify and confer with Metro about corrective action required to achieve a timely result.

7. Reports of analytical results shall be submitted by the Contractor according to the specifications in Attachment B-2, within 15 working days of receipt of sample(s) by the laboratory. Where results are submitted later than 15 working days, billing statements associated with those results shall be subjected to a penalty fee equal to one percent (1%) of the total amount due, per late day.

8. The Contractor shall notify Metro in writing of all performance evaluations, new accreditation or certification, within 30 days of receipt of such.

Attachment B-1
Cost Proposal

General Requirements

Cost proposals must be submitted in the Microsoft Excel 97 spreadsheet file named **Cost Proposal Form.xls** (Form) provided on disk in this RFP. The proposer must include a disk containing the completed file in the proposal submitted to Metro.

The proposer must provide the following information to complete the form:

- "Unit Cost Year 1" for each analyte identified in column G.
- "Multiplier" for Year 2 (cell H4). This figure represents an inflation factor applied to Year 1 unit costs. The adjusted costs are effective for the second year of the contract term.
- "Multiplier" for Year 3 (cell I4), represents an inflation factor applied to Year 2 units costs. The adjusted costs are effective for the third year of the contract term.

Upon entry of this information, the Form automatically computes the following:

- Unit Cost for Years 2 and 3, respectively, per analyte
- Annual Cost for Years 1, 2 and 3, respectively, per analyte
- Total Cost for Contract Term, per analyte class (e.g. metals, herbicides)
- Cost Summary for Contract Term, per sample type (e.g., stormwater, waste oil)
- Grand Total for Contract Term

Note that unit costs shall reflect all costs associated with the services to be provided per the Scope of Work, including but not limited to the following:

- Administration
- Labor
- Supplies
- Equipment operation and maintenance
- Container shipment and sample pickup
- Sub-consultant fees

To complete the Form, refer to the details provided below, which include explanations and instructions for each field.

Spreadsheet Field Detail

Analytical Method No. Provided by Metro. Preferred method of analysis, by analyte or analyte class.

Method Reference. Provided by Metro. Code for Method Reference is as follows:

- SM = Standard Methods for the Examination of Water and Wastewater (18th edition)
- SW-846 = Test Methods for Evaluating Solid Waste Physical/Chemical Methods
- EPA = Methods for Chemical Analysis of Water and Wastes (1983).

Alternative Method. Provided by proposer, if desired. Where an alternative method is proposed, it must be an EPA approved equivalent to the method specified by Metro in the previous two fields, and the unit cost must reflect use of the alternative.

Units of Measure. Provided by Metro. Corresponds to specified analyte and method.

Estimated Samples per year. Provided by Metro. Includes field duplicates, transport and field blanks. Remains constant for the 3-year contract term.

Unit Cost Year 1. Provided by proposer. Represents cost per specified analyte.

Multiplier (for Unit Cost Year 2). Provided by proposer. Represents percent increase of Unit Cost Year 1. Enter as whole number. For example, if a two- percent increase is desired, enter 2, as opposed to .02

Unit Cost Year 2. Computed by Form using "Multiplier" (i.e., inflation factor) provided by proposer. Represents cost per specified analyte. Note that minor discrepancies may result from this computation due to rounding.

Multiplier (for Unit Cost Year 3). Provided by proposer. Represents percent increase of Unit Cost Year 2. Enter as whole number. For example, if a two- percent increase is desired, enter 2, as opposed to .02

Unit Cost Year 3. Computed by Form using "Multiplier" (i.e., inflation factor) provided by proposer. Represents cost per specified analyte. Note that minor discrepancies may result from this computation due to rounding.

Annual Cost (Years 1, 2 and 3). Computed by Form (unit cost multiplied by estimated samples per year). Represents annual cost per specified analyte.

Total Cost Contract Term. Computed by Form (sum of annual costs for Years 1, 2 and 3). Represents total cost per specified analyte or analyte grouping.

Attachment B-2
Report Specifications

Each report of analytical results to Metro by the Contractor shall include the following two items. These items shall be submitted as computer files via e-mail or computer disk (zip disk or CD-RW).

1. Adobe Acrobat file of complete report, including the following elements:
   - Signed letter of transmittal [a]
   - Project summary [b]
   - Analytical results [c]
   - Quality Control documentation
   - Chain-of-Custody

2. Microsoft Access 97 file of analytical results only, provided in the format described in Exhibit 1 of this attachment.

[a] Transmittal Letter. The transmittal letter shall identify the sample collection site, sample matrix, and the total number of samples analyzed. It should briefly summarize any QA/QC issues of significance associated with the reported results, including any corrective actions taken. The scanned signature of the project manager shall be included in the letter.

[b] Project Summary. For each sample submitted, provide sample identification, date received, and date reported, in tabular format.

[c] Analytical Results. For each individual analysis, provide the analytical result, reporting limit, units, dilution (if applicable), method, date prepared, date analyzed, and any note regarding the analysis (e.g., qualifier code).

Exhibit 1
(of Attachment B-2)

File Naming / Structure / Field Requirements
(Software: Microsoft Access 97)

File naming

Files of analytical results shall be provided to Metro as tables within a Microsoft Access database. Each database should be named using the format **ppppmmyy.mdb**, where the prefix **pppp** identifies the sample matrix (as shown in table below), and **mm** and **yy** are month and year of the sample submittal date. Tables within this database should be named using the same format. For example, the table **GRND0504** in database **GRND0504.mdb** would be results of groundwater analysis for samples submitted in May 2004.

Prefix	Results Contained in Table
COND	Landfill Gas Condensate
GRND	Groundwater
SEDM	Surface Water Sediment
SOIL	Soil
STOR	Stormwater
SURF	Surface Water
WWDC	Wastewater Discharge

File Structure and Field Format

Files shall be structured in one of two ways, depending on the sample type, as follows:

File Structure A
File Name Prefix: GRND, SURF, STOR, WWDC, COND

Name	Type	Size
Station	Text	14
Parameter	Text	12
SampDate	Date/Time	8
SampTime	Text	5
AnalyDate	Date/Time	8
Concentration	Number (Double)	8
Unit	Text	10
Limit	Number (Double)	8
Source	Number (Integer)	2
Quality	Text	2
Class	Text	11
Method	Text	20

File Structure B
File Name Prefix: SEDM, SOIL

Field Name	Type	Size
Station	Text	14
Parameter	Text	12
SampDate	Date/Time	8
SampTime	Text	5
AnalyDate	Date/Time	8
W/D	Text	1
Concentration	Number (Double)	8
Unit	Text	10
%Moisture	Number (Double)	8
Limit	Number (Double)	8
Source	Number (Integer)	2
Quality	Text	2
Class	Text	11
Method	Text	20

File record key

The following "key" fields shall ensure that each record included in a report file is unique (i.e. no duplicate records): Station / Parameter / Sample Date / Sample Time

Field Requirements

Station: Enter sample ID from sample container label / chain-of-custody.

Parameter: Enter analyte CAS number. For each analyte without a CAS number, Contractor will provide Metro with a unique code, to be used in this field.

SampDate: Enter sample date from sample container label / chain-of-custody.

SampTime: Enter time of sample collection from sample container label / chain-of-custody.

AnalyDate: Enter date of sample analysis.

W/D (Note: Applies only to sediment / soil samples): Enter "D" (dry weight basis), unless analysis was otherwise performed on a wet weight basis ("W"), as requested by Metro.

Concentration: Enter the analytical result. Where the analyte is not detected and is below the analytical reporting limit, enter the code number "-9".

Units: Enter the analytical units of measure, consistent with the units specified in the Cost Proposal Form.

%Moisture (Note: Applies only to sediment / soil samples): Enter percent moisture of sample; one decimal place with no % symbol (e.g. 72.5).

Limit: Enter the value of the analytical reporting limit.

Source: Enter the number 140.

Quality: Leave this field blank.

Class: Leave this field blank.

Method: Enter the analytical method number; reference not required (e.g., where method is EPA 200.7, enter 200.7).

Exhibit 2
(of Attachment B-2)

Analyte Code

Biological Parameters	CAS Number
Chlorophyll-a	479-61-8
Phaeophytin	*
E. Coli	*
Enterococcus	*
Fecal Coliforms	*
Conventional Parameters	
% Solids	*
Alkalinity - Total	*
Ammonia-Nitrogen	*
Bicarbonate Alkalinity	*
Biochemical Oxygen Demand	*
Calcium	7440-70-2
Carbonate Alkalinity	*
Chemical Oxygen Demand	*
Chloride	16887-00-6
Dissolved Organic Carbon	*
Hardness	*
Hydroxide Alkalinity	*
Iron	7439-89-6
Magnesium	7439-95-4
Magnesium	7439-95-4
Manganese	7439-96-5
Nitrate	*
Nitrite	*
Nitrate + Nitrite	*
Nitrogen-Total Kjeldahl	*
Oil & Grease	*
Orthophosphate	*
Phosphorus	7723-14-0
Potassium	7440-09-7
Silica (SiO2)	7631-86-9
Sodium	7440-23-5
Specific Conductivity	*
Sulfate	14808-79-8
Sulfide	18496-25-8
Total Dissolved Solids	*
Total Organic Carbon	*
Total Solids	*
Total Suspended Solids	*
Heavy Metals - Total	
Aluminum	7429-90-5
Antimony	7440-36-0
Arsenic	7440-38-2
Barium	7440-39-3
Beryllium	7440-41-7
Cadmium	7440-43-9
Calcium	7440-70-2
Chromium	7440-47-3
Cobalt	7440-48-4
Copper	7440-50-8
Iron	7439-89-6
Lead	7439-92-1

Exhibit 2
(of Attachment B-2)

Analyte	Code
Manganese	7439-96-5
Mercury	7439-97-6
Molybdenum	7439-98-7
Nickel	7440-02-0
Selenium	7782-49-2
Silver	7440-22-4
Thallium	7440-28-0
Vanadium	7440-62-2
Zinc	7440-66-6
Heavy Metals - Dissolved	
Aluminum-D	7429-90-5(D)
Antimony-D	7440-36-0(D)
Arsenic-D	7440-38-2(D)
Barium-D	7440-39-3(D)
Beryllium-D	7440-41-7(D)
Cadmium-D	7440-43-9(D)
Chromium-D	7440-47-3(D)
Cobalt-D	7440-48-4(D)
Copper-D	7440-50-8(D)
Lead-D	7439-92-1(D)
Mercury-D	7439-97-6(D)
Molybdenum-D	7439-98-7(D)
Nickel-D	7440-02-0(D)
Selenium-D	7782-49-2(D)
Silver-D	7440-22-4(D)
Thallium-D	7440-28-0(D)
Vanadium-D	7440-62-2(D)
Zinc-D	7440-66-6(D)
Simultaneously-Extracted Metals	
Antimony-SEM	7440-36-0(S)
Chromium-SEM	7440-47-3(S)
Cobalt-SEM	7440-48-4(S)
Lead-SEM	7439-92-1(S)
Selenium-SEM	7782-49-2(S)
Silver-SEM	7440-22-4(S)
Herbicides	
2,4,5-T	93-76-5
2,4,5-TP (Silvex)	93-72-1
2,4-D	94-75-7
2,4-DB	94-82-6
Dalapon	75-99-0
Dicamba	1918-00-9
Dichlorprop	120-36-5
Dinoseb	88-85-7
MCPA	94-74-6
MCPP	93-65-2
Pesticides	
4,4'-DDD	72-54-8
4,4'-DDE	72-55-9
4,4'-DDT	50-29-3
Aldrin	309-00-2
alpha-BHC	319-84-6
alpha-Chlordane	5103-71-9

Exhibit 2

(of Attachment B-2)

Analyte Code

beta-BHC	319-85-7
Chlordane (tech)	57-74-9
delta-BHC	319-86-8
Dieldrin	60-57-1
Endosulfan I	959-98-8
Endosulfan II	33213-65-9
Endosulfan sulfate	1031-07-8
Endrin	72-20-8
Endrin aldehyde	7421-93-4
Endrin ketone	53494-70-5
gamma-BHC (Lindane)	58-89-9
gamma-Chlordane	5103-74-2
Heptachlor	76-44-8
Heptachlor epoxide	1024-57-3
Methoxychlor	72-43-5
Toxaphene	8001-35-2
Polychlorinated Biphenyls	
Aroclor 1016	12674-11-2
Aroclor 1221	11104-28-2
Aroclor 1232	11141-16-5
Aroclor 1242	53469-21-9
Aroclor 1248	12672-29-6
Aroclor 1254	11097-69-1
Aroclor 1260	11096-82-5
Volatile Organic Compounds	
1,1,1,2-Tetrachloroethane	630-20-6
1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,1-Dichloroethene	75-35-4
1,1-Dichloropropene	563-58-6
1,2,3-Trichlorobenzene	87-61-6
1,2,3-Trichloropropane	96-18-4
1,2,4-Trimethylbenzene	95-63-6
1,2-Dibromo-3-chloropropane	96-12-8
1,2-Dibromoethane	106-93-4
1,2-Dichloroethane	107-06-2
1,2-Dichloropropane	78-87-5
1,3,5-Trimethylbenzene	108-67-8
1,3-Dichloropropane	142-28-9
2,2-Dichloropropane	594-20-7
2-Butanone	78-93-3
2-Chlorotoluene	95-49-8
2-Chlorotoluene	95-49-8
2-Hexanone	591-78-6
4-Chlorotoluene	106-43-4
4-Chlorotoluene	106-43-4
4-Methyl-2-pentanone	108-10-1
Acetone	67-64-1
Benzene	71-43-2
Bromobenzene	108-86-1
Bromochloromethane	74-97-5

Exhibit 2
(of Attachment B-2)

Analyte Code

Bromodichloromethane	75-27-4
Bromoform	75-25-2
Bromomethane	74-83-9
Carbon disulfide	75-15-0
Carbon tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane	75-00-3
Chloroform	67-66-3
Chloromethane	74-87-3
cis-1,2-Dichloroethene	156-59-2
cis-1,3-Dichloropropene	10061-01-5
Dibromochloromethane	124-48-1
Dibromomethane	74-95-3
Dichlorodifluoromethane	75-71-8
Ethylbenzene	100-41-4
Isopropylbenzene	98-82-8
m,p-Xylene	1330-20-7
Methyl tert-butyl ether	1634-04-4
Methylene chloride	75-09-2
Naphthalene	91-20-3
n-Butylbenzene	104-51-8
n-Propylbenzene	103-65-1
o-Xylene	95-47-6
p-Isopropyltoluene	99-87-6
sec-Butylbenzene	135-98-8
Styrene	100-42-5
tert-Butylbenzene	98-06-6
Tetrachloroethene	127-18-4
Toluene	108-88-3
trans-1,2-Dichloroethene	156-60-5
trans-1,3-Dichloropropene	10061-02-6
Trichloroethene	79-01-6
Trichlorofluoromethane	75-69-4
Vinyl chloride	75-01-4
Semi-Volatile Organic Compounds	
1,2 Diphenylhydrazine (as Azobenzene)	103-33-3
1,2,4-Trichlorobenzene	120-82-1
1,2-Dichlorobenzene	95-50-1
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
2,4,5-Trichlorophenol	95-95-4
2,4,6-Trichlorophenol	88-06-2
2,4-Dichlorophenol	120-83-2
2,4-Dimethylphenol	105-67-9
2,4-Dinitrophenol	51-28-5
2,4-Dinitrotoluene	121-14-2
2,6-Dinitrotoluene	606-20-2
2-Chloronaphthalene	91-58-7
2-Chlorophenol	95-57-8
2-Methylnaphthalene	91-57-6
2-Methylphenol	95-48-7
2-Nitroaniline	88-74-4
2-Nitrophenol	88-75-5

Exhibit 2

(of Attachment B-2)

Analyte Code

3,3'-Dichlorobenzidine	91-94-1
3-,4-Methylphenol	1319-77-3
3-Nitroaniline	99-09-2
4,6-Dinitro-2-methylphenol	534-52-1
4-Bromophenyl phenyl ether	101-55-3
4-Chloro-3-methylphenol	59-50-7
4-Chloroaniline	106-47-8
4-Chlorophenyl phenyl ether	7005-72-3
4-Nitroaniline	100-01-6
4-Nitrophenol	100-02-7
Acenaphthene	83-32-9
Acenaphthylene	208-96-8
Anthracene	120-12-7
Benzidine	92-87-5
Benzo (a) anthracene	56-55-3
Benzo (a) pyrene	50-32-8
Benzo (b) fluoranthene	205-99-2
Benzo (ghi) perylene	191-24-2
Benzo (k) fluoranthene	207-08-9
Benzoic Acid	65-85-0
Benzyl alcohol	100-51-6
Bis(2-chloroethoxy)methane	111-91-1
Bis(2-chloroethyl)ether	111-44-4
Bis(2-chloroisopropyl)ether	108-60-1
Bis(2-ethylhexyl)phthalate	117-81-7
Butyl benzyl phthalate	85-68-7
Chrysene	218-01-9
Dibenzo (a,h) anthracene	53-70-3
Dibenzofuran	132-64-9
Diethyl phthalate	84-66-2
Dimethyl phthalate	131-11-3
Di-n-butyl phthalate	84-74-2
Di-n-octyl phthalate	117-84-0
Fluoranthene	206-44-0
Fluorene	86-73-7
Hexachlorobenzene	118-74-1
Hexachlorobutadiene	87-68-3
Hexachlorocyclopentadiene	77-47-4
Hexachloroethane	67-72-1
Indeno (1,2,3-cd) pyrene	193-39-5
Isophorone	78-59-1
Naphthalene	91-20-3
Nitrobenzene	98-95-3
N-Nitrosodimethylamine	62-75-9
N-Nitrosodi-n-propylamine	621-64-7
N-Nitrosodiphenylamine	86-30-6
Pentachlorophenol	87-86-5
Phenanthrene	85-01-8
Phenol	108-95-2
Pyrene	129-00-0

Notes

*** Code to be provided by Contractor**

Bold CAS No.: Metro added a character to No. to indicate a variation of the analyte

ATTACHMENT B-3

SAMPLING AND ANALYSIS PLAN
ST. JOHNS LANDFILL
PORTLAND, OREGON

1. INTRODUCTION

This Sampling and Analysis Plan (SAP) details field and laboratory procedures that will be used to implement the interim Environmental Monitoring Plan (EMP) for St. Johns Landfill. This SAP is submitted as an attachment (Attachment A) to the interim EMP and describes the procedures recommended for obtaining, preparing, documenting, preserving, and shipping groundwater quality samples collected at the site. This SAP establishes Quality Assurance/Quality Control (QA/QC) requirements for sample acquisition and handling. The objective of the SAP is to optimize the accuracy and precision of collected data through effective and controlled field measurements, sampling, and laboratory analysis. Procedures meeting those criteria will allow for accurate evaluation of data and any associated environmental effects.

The SAP includes an attachment that contains the DEQ's criteria for sampling and field measurements, per their letter to Metro dated October 28, 1997 (see Attachment 1 to Sampling and Analysis Plan: DEQ Baseline Criteria). Metro personnel will follow those criteria for all relevant fieldwork.

The term "sampling" herein means field measurements in addition to the collection of samples for laboratory analysis. "Laboratory" refers to any entity that has contracted with Metro to perform analytical laboratory services.

In addition to complete and effective laboratory QA/QC, a key function of the plan is to employ procedures that provide field data and samples for laboratory analysis that are representative of environmental conditions (e.g., hydrologic and hydrogeologic) at the time and location of sampling.

The following functions are described in this SAP:

- Sample Storage, Labeling and Transport
- Field QA/QC
- Laboratory QA/QC
- Groundwater Sampling Procedures
- Water Level Data Logging & Processing

Metro personnel implementing the sampling function of the plan will adhere to the specifications described in this plan, unless unspecified measures are warranted based on unanticipated conditions. Where this occurs, any alternative measures employed will be fully explained and documented.

Where required when sampling, Metro personnel will wear personal protective clothing, use equipment and employ measures consistent with OSHA, EPA, and DEQ standard operating safety guidelines and procedures.

2. SITE LOCATION AND CONDITIONS

This section presents an overview regarding the site's location, operating history, and subsurface conditions. This information is provided to give individuals that are not familiar with the site a general sense of site conditions. Further detail regarding site location and conditions is presented in the EMP.

2.1 Site Setting

The St. Johns landfill (SJLF) is owned and operated by Metro. It is a closed municipal solid waste landfill, located in Section 36 of Township 2 north, Range 1 west of the Willamette Meridian, in the Rivergate Industrial District of north Portland, Multnomah County, Oregon (Figure 1). The site address is 9363 North Columbia Blvd.

The SJLF is over 240 acres in area, and is situated on a floodplain near the confluence of the Columbia and Willamette rivers (Figure 1). Before its development, the site was an unnamed wetland and seasonal lake that was part of an extensive interconnected network of lakes, marshes, wetlands, and sloughs.

Its boundaries are currently defined by the Columbia Slough to the south and southwest, the North Slough [arm of the Columbia Slough] and Bybee Lake to the north, and Smith Lake to the east. It is within the boundary of the Smith-Bybee Lakes Wildlife Area (SBWA). Properties surrounding SBWA are predominantly commercial and industrial.

The SJLF is located on a peninsula that is bounded by the Columbia River to the north, the Willamette River to the south and southwest, and the North Portland Road to the east (Figure 1). The landfill is bordered on all sides by surface waters. The Columbia Slough is located to the west and south, the North Slough [arm of the Columbia Slough] and Bybee Lake are located to the north, and Smith Lake is to the east.

2.2 Operations History

For approximately 60 years, the landfill was one of the largest municipal waste disposal sites in the Portland area. From the early 1930's to the late 1960's, the landfill was operated as an open dump with no daily covering or compaction. During the early years of operation, ash from a nearby garbage burner and unburned waste were placed directly into the lake and wetlands that occupied the landfill site. The lake was filled by the mid-1950's and converted to a sanitary landfill in 1969. A 55-acre expansion on the northeast side was added and enclosed within an engineered earth dike in 1980, bringing the total area of the landfill site to approximately 240 acres. Metro stopped accepting non-inert waste at the site in 1991, upon completion of transfer stations needed to send the solid waste to an eastern Oregon landfill, and currently accepts no waste.

2.3 Subsurface Conditions

Based on subsurface investigations completed at the site, three unconsolidated geologic units have been encountered/are present beneath the solid waste fill. In descending order, these units include:

1. the Overbank Silts (OBS) on which the solid waste overlies,
2. the Columbia River Sands (CRS), and
3. the Pleistocene Gravel (PG).

Three more geologic units are present beneath the PG, including from top to bottom, the Troutdale Formation, undifferentiated sediments, and the Columbia River Basalt.

The OBS (or "silt") are the result of intermittent flooding of the Columbia River. Each flood left a layer of sediment, causing stratification in the floodplain deposits. This unit consists mostly of low permeability, fine-grained silty clays, clayey silts, and sands. Thickness of silt at the site is highly non-uniform. It is thickest to the west of the landfill, with a maximum thickness of approximately 200-feet, and is thinnest in the lake area.

The CRS are present mostly beneath the Columbia and Willamette Rivers. A thin layer of sand is present beneath the landfill. However, at other locations in the area there is no discernable sand unit. This unit consists primarily of fine to coarse sand locally containing minor amounts of silt. Boring logs show that the CRS may comprise of two layers: an upper silty sand to fine sand unit locally overlying a clean medium to coarse sand. The upper unit occurs beneath the southern and northwest sides of the landfill, where it ranges in thickness from less than 1-foot to up to 35-feet. The lower unit is generally absent below the silty sand along the southern and northwest sides of the landfill.

The PG layer was formed from as many as 40 Pleistocene catastrophic floods of the Columbia River. Near the present channel of the Columbia River is a coarser grained unit of

the PG, which consists of a basaltic sand and gravel unit with varied amounts of cobbles and boulders that range up to 12 feet in diameter.

The groundwater flow system at SJLF and vicinity exhibits rather complex spatial and temporal dynamics, and is determined by precipitation recharge, groundwater/surface water interaction, upwelling, and pumping. The flow system is basically defined by the presence of the thick silt unit located to the west of the landfill the gravel trough below the landfill, and the gravel ridge to the north of the landfill below the northwest portion of Bybee Lake.

3. GROUNDWATER QUALITY MONITORING LOCATIONS

This section describes the established groundwater quality monitoring and water level measurement locations at the site. Groundwater quality monitoring locations at the SJLF consists of 30 monitoring and six leachate wells. Continuous water levels are collected at nine multi-port piezometers equipped with pressure transducers and are supplemented by six wells equipped with pressure transducers. Table 1 identifies these groundwater quality and water level measurement locations. The locations of these wells and piezometers are identified in this section.

3.1 Monitoring Well Locations

The existing active site groundwater quality network consists of 30 monitoring wells. These wells provide water quality monitoring of the three unconsolidated lithologic units identified in Section 2.3 and can be grouped in the following manner:

- Overbank Silt unit:
  1) upper units wells: D-1a, D-2a, D-3a, D-4a, D-6a, G-4a, G-5a, K-1, K-2, K-3, K-4, and K-6a. Twelve (12) wells total.
  2) middle unit wells: D-1b, D-3b, F-1, and G-2. Four (4) wells total.
  3) lower unit wells: D-1c, D-6b, G-1, G-3R, G-8a, and K-6b. Seven (7) wells total.

- Columbia River Sand unit: wells: D-4b, G-4b, and G-7. Three (3) wells total

- Pleistocene Gravel unit: 5 wells: D-6c, G-5b, G-6, G-8b, and G-8c.

Figure 2 shows the location of the above active groundwater quality monitoring wells. These wells are sampled on a semi-annual basis during the compliance periods presented in Section 4.1.

Table 1 presents a monitoring schedule for these wells. The analyte groups indicated in Table 1 are further identified in Table 2.

3.2 Water Level Monitoring Locations

There are three type of water level monitoring locations that have been established at the site. These three location types of monitoring locations are: continuous, monthly, and semi-annual. These water level locations are identified on Table 1 under piezometers, shown on Figure 2, and are briefly described below.

Continuous water level measurements are collected at six multi-port piezometers and six monitoring wells that are equipped with pressure transducers. The multi-level piezometers are equipped with strip pressure transducer installed in a string allowing for multiple depths at a given location. A total of 22 points are continuously monitored by the six multi-port piezometers. The six transducer equipped monitoring wells utilize a removable type device.

Monthly water level measurements are collected at three multi-port piezometers that are also equipped with strip pressure transducer installed in a string allowing for multiple depths at a given location. A total of 10 depth-specific locations are monitored on a monthly basis by the three multi-port piezometers.

Water levels will also be measured from the six leachate monitoring wells on a monthly basis. Water level measurements from the leachate wells will assist in evaluating mounding conditions in the landfill waste.

Water level measurements are also collected at all active monitoring wells on a semi-annual basis during a water quality monitoring event.

3.3 Leachate Monitoring Locations

Six leachate wells have been established at the site as identified in Table 1. The locations of these wells are shown on Figure 3. The wells are located in each of the five subareas of the landfill, which was delineated for closure purposes. All of the leachate wells are screened in refuse (waste). These six leachate monitoring wells will be sampled on a semi-annual basis in conjunction with the groundwater quality monitoring event.

4. SAMPLING DATES

This section identifies the compliance sampling periods for the site. Table 1 provides a summary of the information presented in this section.

4.1 Water Quality Sampling Events

Groundwater quality samples, to be submitted for analytical laboratory testing, will be collected at the frequency identified in Table 1. The sampling frequency of water quality monitoring is semi-annual. Depth to water level measurements will also be collected from

all locations identified in Section 3.2 during a sampling event. The compliance groundwater quality sampling periods for the site are:

- Spring: April 1st through May 31st
- Fall: October 1st through November 30th

The locations and analytical requirements for the groundwater quality sampling events at the site are also identified on Table 1.

During the Fall event, nine (9) well locations will be selected for additional parameter analysis beyond what is indicated in Table 1. This additional analysis includes the SJLF priority pollutant groundwater monitoring parameters identified in Table 2.

As indicated in Table 1, the six (6) leachate wells will also be analyzed for priority pollutants along with the standard landfill monitoring parameters during the Fall sampling event. The additional parameter analysis for the leachate wells corresponds with the priority pollutant analysis completed on the nine selected well locations. As indicated in Section 4.4.2 of the interim EMP, after the completion of four priority pollutant sampling events of the six leachate wells, Metro may recommend a reduction in the sampling frequency or in the list of laboratory analytes for one or more of the leachate wells.

4.2 Water Level Measurement Events

The collection of water level measurements at the site will be completed at the frequency and locations indicated in Table 1.

5. SAMPLING PARAMETERS

The chemicals to be analyzed in the water quality monitoring program at the SJLF are identified in Table 2. As indicated in Table 2, there are two sets of monitoring parameters that have been established at the SJLF. The first set includes the standard landfill monitoring parameters. This first parameter set includes field and laboratory indicator parameters (Groups 1a and 1b), common anions and cations (Group 2a), trace metals (Group 2b), and volatile organic compounds (Group 3). The second set is called the SJLF priority pollutant groundwater monitoring parameters. The priority pollutant parameter set includes semi-volatile organic compounds, cyanide, mercury, nitrite, pesticides, herbicides, and PCBs. A SJLF priority pollutant analysis would include analyzing all analytes shown on Table 2.

The analytical method description and method reporting level (mrl) for the parameters listed in Table 2 are presented in the following tables:

- Table 3: laboratory indicator parameters (Group 1b), common cations and anions (Group 2a), and trace metals (Group 2b) analytes
- Table 4: volatile organic compounds (Group 3)
- Table 5: semi-volatile organic compounds (SJLF priority pollutants)
- Table 6: pesticides, herbicides, and PCBs (SJLF priority pollutants)

The proposed method reporting level (mrl) of a given constituent should be no greater than ten-percent of the constituents maximum contaminant limit (MCL), if such a standard exists. A practical quantification limit (PQL) of a federal or state standard is also acceptable.

6. SAMPLING PREPARATION

Sampling preparation includes notifying and coordinating sampling requirements with the contracted analytical laboratory, notifying the DEQ of the up-coming sampling event, and coordinating with the DEQ Laboratory in the event of an up-coming split sampling event. These preparation activities are discussed in this section.

6.1 Laboratory Notification

The current designated laboratory for water quality analysis of samples collected at the site is:

North Creek Analytical (NCA)
9405 SW Nimbus Avenue
Beaverton, Oregon 97008-7132
(503) 906-9200 Fax (503) 906-9210

NCA should be contacted at least two weeks prior to sampling event and notified of an upcoming sample event. The laboratory will provide, upon request, sample cooler(s), appropriate sample bottles with preservatives, sample labels, chain of custody forms, and custody seals.

Table 1 identifies the locations to be sampled, the parameter groups to be analyzed, and the sampling schedule.

Table 7 presents appropriate sample containers, preservatives, holding times, and applicable comments. Note that nitrate has the shortest holding time of two days followed by total dissolved solids and total suspended solids, which have a holding time of seven days.

The laboratory needs to be informed of the following:

- The specific parameters/analytes requiring analysis as identified on Table 2. Table 1 presents the parameter groups to be analyzed, sampling frequency and schedule.

- The number of samples to be collected. Currently 30 groundwater samples and 6 leachate samples will be collected during a groundwater quality monitoring event. This does not include additional field duplicate sample sets as described in Section 7.1. A field duplicate sample set is to be collected for each day of sampling or for each batch of 10 samples and analyzed for the same parameters as completed on the associated field sample.

- Group 2a parameters (common anions and cations) will be field filtered for dissolved species analysis. Dissolved trace metal species (Group 2b parameters) analysis may also be necessary if the total suspended solids concentration of the sample is greater than 100 mg/l.

- The need for a laboratory prepared VOC travel blank to accompany each set of VOC samples to and from the laboratory. VOC travel blank specifics are discussed in Section 7.1.

- If VOC (by EPA Method 8260) or semi-volatile organic compound (by EPA Method 8270) analysis is to be completed, the laboratory needs to also complete a tentatively identified compound (TIC) analysis for the samples submitted. The TIC analysis represents a library search of detections not on the Method 8260 or 8270 standard analyte list.

6.2 DEQ Sampling Notification

The Salem office of the DEQ Solid Waste Program needs to be notified in writing at least 10 working days prior to a groundwater quality monitoring sampling event at the site. The address of the DEQ Western Region Solid Waste Program is:

Western Region Solid Waste Program
Department of Environmental Quality
750 Front Street NE, Suite 120
Salem, Oregon 97301-1039
Ph. 503/378-8240

6.3 DEQ Split Sampling Events

In the event of an up-coming DEQ Laboratory split sampling event, Metro will need to schedule the event with the DEQ laboratory at least 45 days prior to the sampling event. The DEQ Laboratory usually attempts to schedule an up-coming split sampling event 60 days prior to an event.

The DEQ reserves the right to add or delete from the scheduled split sampling events identified above or conduct unscheduled split sampling events. In the event of changes to the split sampling schedule, the DEQ is to notify Metro at least 30 days prior to the sampling event.

7. SAMPLE STORAGE, LABELING, AND TRANSPORT

An essential function of the plan is the tracking of sample handling, from the time of container preparation and shipment from the laboratory to Metro, to the return of samples to the laboratory, including throughout sample analysis.

7.1 Sample Labels

Containers will be requested by Metro as close in time to the sampling event as possible. After containers are received they will be stored in a dry and clean location.

The laboratory will prepare sample labels and secure them to the containers prior to shipment to Metro. Where applicable, the laboratory will identify on container labels the preservatives in the containers, based on analytes requested by Metro (see below "Chain-of-Custody Record").

Upon sampling, Metro personnel will record on the label a unique sample identification, date and time of collection.

7.2 Sample Container Preparation

Metro will request containers from the laboratory, including the number of containers and analytes to test. Based on that request the laboratory will provide the appropriate container types (composition, color, and volume), and will add preservatives as necessary, using the following as guidelines:

- Test Methods for Evaluating Solid Waste - Physical/Chemical Methods; SW-846.
- Methods for Chemical Analysis of Water and Wastes; EPA-600/4-79-020; 1983.
- Standard Methods for the Examination of Water and Wastewater; 18th edition.

The pH of preserved samples will be field-checked by Metro using pH test strips to ensure laboratory specifications are met (see Table 7Appendix B, Analytical Method Information). If necessary, additional preservative will be added to the sample. Additional preservative can be obtained from the site contract analytical laboratory.

Along with the containers the laboratory will provide coolers and blue ice, and appropriate packaging materials.

7.3 Chain of Custody Record

A Chain-of-Custody sheet (COC) will accompany each sample collected by Metro. The laboratory will provide the COC. In preparing samples for transport, Metro will complete the COC with the following information:

- name and phone number of destination laboratory
- Metro/laboratory contract number
- name of sample collector(s)
- name of person recording the COC
- name of contact person
- site location and sample matrix type
- unique identification for each sample; associated date and time of collection
- parameters to be analyzed
- sample transport instructions if required
- notes regarding filtering of samples if required

Metro will sign the COC over to the lab personnel when samples are retrieved. If samples are retrieved after Metro staff has completed work for the day, the COC will be signed and placed inside coolers. A custody seal will then be placed on cooler. If samples are to be shipped, the COC will be placed inside the cooler and custody seals placed on the coolers. Metro will document the date and time of all COC transactions.

7.4 Sample Analysis Request Sheet

A sample analysis request sheet prepared by the laboratory will accompany each sample through the analytical process, and will provide the following information:

- name of person receiving the sample
- date of sample receipt
- laboratory sample identification number
- analyses to be performed

8. QUALITY CONTROL PROCEDURES

Quality control procedures are designed to ensure that all samples collected at the site are consistent with project objectives and that samples collected are identified, handled, and transported so that the data are representative of actual site conditions and information is not lost in sample transfer.

8.1 Field QA/QC

Field QA/QC procedures ensure the reliability of field sampling and measurements, and contribute to the validity of the analytical results for collected samples. These procedures include transport blanks, which test the effects of contamination resulting from sample transport, if any; field duplicates, which test sampling precision; and field instrument calibrations that ensure accurate measurement of field parameters.

Field Documentation

All sample collection and equipment handling procedures will be documented, including the calibration of field measurement equipment. Documentation of water quality sample collection and associated sampling equipment will be recorded on the site field sampling forms (Attachment 2). Sampling field data sheets will be used to document sample collection at each water quality monitoring location. Field documentation is discussed in further detail below.

Field Equipment (Rinsate) Blanks

Field equipment rinsate blanks will be obtained after nondedicated or nondisposable sampling equipment is decontaminated. This will involve passing deionized distilled water through the sampling equipment and transferring this water into the appropriate sample container. Field equipment rinsate blank testing will determine whether sampling equipment decontamination is adequate. If rinsate blanks are appropriate, one blank will be submitted per sampling event in which volatile organic compounds are analyzed.

Transport Blanks

A transport blank will be prepared and analyzed per sampling event where volatile organic compounds (VOCs) are to be tested. This blank will be prepared by the laboratory by filling containers with Type II reagent grade water. The container will be transported to, and stored by Metro with the sample containers, and transported back to the laboratory with the collected samples. At no point in this process will this container be opened or exposed. At the laboratory, the blank will be analyzed for organic compounds using the same methods as for the collected samples. All VOC samples collected during a specific sampling period are to be stored in cooler(s) that contain a VOC blank(s).

Field Blanks

A field blank will be collected once per event for only organics. The field blank will be collected by transferring Type II reagent grade water to a sample container(s) at the site. The field blank will be limited to VOCs except when semi-volatile organic compound samples are being collected. The purpose of the field blank is to determine if the field or sample transport procedures and/or the environment have contaminated the sample. The field blank transfer should be completed at a sample location where there is a potential of contamination via the environment

Field Duplicates

A field duplicate "blind" sample with a unique identification number will be collected during the collection of a water quality sample at the site. The field duplicate blind sample will be submitted for the same analysis as the original sample it is duplicating. It will be transported, processed, and analyzed just like its companion (co located) sample. The purpose of the field duplicate is to evaluate the precision associated with sample collection, preservation, and storage, as well as with laboratory procedures. Field duplicate samples will be collected at a minimum frequency of one every sampling day or one for each subsequent 10 samples, whichever is greater. The "blind" field duplicate sample will be collected immediately following collection of the original sample (e.g., VOC sample collection followed by field duplicate VOC sample collection, etc.). The field duplicate will be submitted for the same analysis as the original sample it is duplicating.

Field Monitoring Instrument Calibration

Calibration of test sensors for field parameters will be performed twice each day of sample collection, according to procedures recommended by the field instrument vendor(s). The first calibration will be completed at the start of the day and the second calibration will be completed mid-day. Most calibration creep occurs during morning hours when atmospheric warming is greatest. Where required during sampling, maintenance and any associated re-calibration will also be performed.

Records will be kept of any equipment calibration and maintenance performed between sampling events. This will include records of equipment function problems, calibration and maintenance procedures, and dates.

Instruments used for measuring groundwater parameters in the field include the following:

- Flow Cell (model: QED FC5000) for measuring water quality parameters, including pH, temperature, specific conductance, dissolved oxygen, and oxidation-reduction potential (or, redox).

- Druck pressure transducer and Unidata logger for measuring and recording the depth to water and rate of drawdown of the water column.
- Solinst sounder to measure depth to water inside the wells. (Electronic sensor for static water elevation measurements, sensitive to ± 0.01 foot, and including a polyvinyl chloride tape and 6" stainless steel shaft at tape end which contains a water-sensing pin)

Following are the calibration procedures for the specific conductance, dissolved oxygen, pH, and redox sensors of the flow cell. (The FC5000 model does not allow for field calibration of temperature.) The flow cell is calibrated once per each day it is used.

General Steps for calibration of the QED FC5000:

1. Connect cable from FC5000 to the back of the computer.
2. Access Procomm program on computer.
3. With unit upside down unscrew top of storage cup and pour water out.
4. Perform calibration for conductivity, DO, pH and redox.
5. Record all readings in calibration logbook.

Calibration of individual parameters for FC5000:

With instrument attached to computer, turn computer on and access Procomm program. Wait for communication with the instrument.

Calibration steps for specific conductance (sensor is automatically temperature corrected):

1. Zero conductivity:
   - From menu bar at top of screen select Calibrate
   - From menu bar at top of screen select Cond
   - From menu bar at top of screen select SpCond:uS/cm
   - Enter SpCond standard (uS/cm): << (enter 0.0)
2. Calibrate conductivity: (sensor is automatically temperature corrected)
   - Choose a standard (in the range of either 100 or 1000) that most closely represents water being sampled.
   - With instrument upside down fill cup with standard to cover conductivity sensor.
   - Wait for initial reading to stabilize and record value in logbook.
   - From menu bar at top of screen select: Calibrate
   - From menu bar at top of screen select: Cond
   - From menu bar at top of screen select: SpCond:uS/cm
   - Enter SpCond standard (uS/cm): << (enter value of calibration standard)
3. Record final reading in logbook.
4. Pour out standard and rinse probes and cup with distilled water.

Calibration steps for dissolved oxygen:

1. With instrument upside down fill calibration cup with distilled water to just below black O-ring at top of DO sensor. Remove any water that may be on DO membrane. Cover top of calibration cup.
2. Wait for DO% reading to stabilize and record value in logbook.
3. From menu bar at top of screen select: Oxy.
4. From menu bar at top of screen select: DO%:Sat.
5. Barometric Pressure (mmHg): << (enter current BP in mmHg)
6. Record final reading in logbook.
7. Pour out water.

Calibration steps for pH:

1. Select appropriate calibration standards: 7.00 and 4.00 or 7.00 and 10.00.
2. With the instrument upside down fill the calibration cup with 7.00 buffer.
3. Wait for pH reading to stabilize and record value in logbook.
4. From menu at top of screen select: Ions.
5. From menu at top of screen select: pH: Units
6. Standard: << (enter 7.00)
7. Record final reading in logbook.
8. Pour out standard and rinse probes and cup with distilled water.
9. Repeat procedure with either 4.00 or 10.00 buffer.

Calibration steps for redox:

1. With the instrument upside down fill calibration cup with 7.00 redox buffer.
2. Wait for redox reading to stabilize and record value in logbook.
3. From menu at top of screen select: Ions.
4. From menu at top of screen select: redox: mV
5. Standard: << (enter value for 7.00 redox buffer)
6. Record final reading in logbook.
7. Pour out standard and rinse probes and cup with distilled water.
8. Repeat procedure with the 4.00 redox buffer.

Calibration readings for each sensor will be recorded in a logbook, as follows:

Parameter	Initial Reading	Final Reading	Calibration Std
Depth (m)			
Specific Conductance (mS/cm)			
pH (lower bound)			
pH (upper bound)			
Dissolved oxygen (mg/l)			
Dissolved oxygen % saturation			

Assuming appropriate calibration procedures have been followed, the accuracy/sensitivity of the FC5000 flow cell is as follows:

- temperature: +/- 0.10 C
- pH: +/- 0.2 units
- dissolved oxygen: +/- 0.2 mg/L
- redox: +/- 20 mV
- specific conductance: +/- 1% of reading or + 0.001mS/cm

The Druck pressure transducer was factory and field calibrated before its initial use in the field. All settings are recorded within the data logger. The transducer refers back to these settings with each use. Assuming the instrument has been properly calibrated, its sensitivity is 0.98 mV/V/PSI. Field checking of the unit's accuracy is as follows:

1. Depth-to-water is measured using the Solinst sounder, at the start of sampling.
2. The transducer is then placed at a known depth from the top of the well.
3. Once the transducer is in place the head readout from the logger is recorded.
4. Depth and the head readings are compared to ensure that the transducer and logger are functioning properly before purging and drawdown begins.

The Solinst sounder is periodically tested at a known depth to water. If it does not read that depth correctly, the offset is added or subtracted to the value obtained.

Recordkeeping

Groundwater Sampling Data Sheets will be used to record all relevant field observations and data (see Attachment 2 to Sampling and Analysis Plan: Groundwater Sampling Data Sheet). Copies of all data sheets will be sent by Metro field staff who have recorded the information to a designated staff person at Metro headquarters within one week after samples are collected. This information will be stored both at St. Johns Landfill and at Metro Headquarters.

Chain-of-Custody Records and Sample Analysis Request Sheets will be sent by the laboratory to the at Metro Headquarters along with analytical results per the reporting schedule specified by Metro's contract with the laboratory.

8.2 Laboratory Quality Assurance/Quality Control

All laboratory QA/QC procedures are documented by the laboratory and implemented routinely as a condition of its contract with Metro, according to its Quality Assurance Manual (see Attachment 3). These procedures are based on the EPA Contract Laboratory Program, the American Society of Testing and Materials, and the Association of Official Analytical Chemists.

The Quality Assurance Program (QAP) includes but is not limited to the following:

- methods for preparing all sample containers and trip blanks
- routine procedures for calibrating instruments to standard reference materials
- specified holding times, by analyte or analyte class
- analytical accuracy and precision targets, by analyte, matrix and method
- analytical methods of QC samples including blanks, duplicates, organic compound surrogate spikes and matrix spikes
- methods for evaluating the maintenance of control limits for QC results
- description of laboratory logbook for maintaining records of all analyses
- analytical result qualification by type, with associated reporting codes

Analytical QC will be performed at a minimum frequency of 10% (i.e., one complement of relevant QC tests per nine field samples analyzed). QC results (e.g., % recovery; relative % difference) will be provided to Metro along with field sample results. These results will be used by Metro and the laboratory as a measure of performance and as an indicator of potential sources of cross-contamination. Routine QC control charts will be maintained and made available to Metro upon request.

A laboratory logbook of all analyses performed for Metro will be maintained a minimum of three years to document the sample processing steps, including:

- sample preparation technique (*e.g.*, dilution; extraction)
- analytical instruments
- analytical methods
- experimental conditions

Reporting of analytical results will include the following:

- sampling site and media
- dates and times of sampling
- date of receipt of sample by laboratory
- date of sample analysis
- laboratory sample identification number
- analytical method(s)

- measured concentrations
- method detection limits (MDLs) or
- method reporting limits (MRLs) or
- practical quantitation limits (PQLs)
- analytical qualifier where applicable

8.2.1 Groundwater Sampling Procedures

This section describes the groundwater sampling procedures that will be implemented during sample collection events.

Protective Equipment

Gloves will be worn during the following field procedures:
- Instrument decontamination.
- Placing or removing field instruments from monitoring wells.
- Filling any sample container to be sent to the lab for analysis.

Gloves will be changed between each monitoring site.

Field Instrument Decontamination

All instruments used for measuring field parameters in monitoring wells will be rinsed with distilled water between monitoring sites. At the end of each monitoring day each instrument will be washed with Alconox solution and thoroughly rinsed.

Sampling Equipment

Groundwater samples will be collected at each monitoring well in the network using the low-flow method of purging and sampling, per approval by DEQ. Equipment used to collect samples by this method include the following:

- Bladder pump with a polyvinyl chloride housing and check valves; and a polytetra fluoroethylene bladder membrane/tube; dedicated to each monitoring well
- Fluoroethylene polymer-lined discharge tubing (1/2 inch diameter.) from pump, dedicated to each monitoring well
- Air compressor for expanding bladder in order to push sample through discharge tubing
- Pneumatic regulator for controlling flow rates (i.e., bladder fill and discharge times)
- In-line disposable filters with 0.45-micron membranes to remove particulate (for analysis of "dissolved" parameters).
- Sampling containers provided by the laboratory.

Assessment of Well Integrity

Prior to beginning the set-up for sampling, each monitoring well will be inspected for integrity. Relevant information will be recorded and repairs made as needed and as feasible. Samples will not be collected from any well that is impaired to an extent which raises doubt about the collection of a representative sample. At such wells, all relevant information will be recorded, and appropriate actions will be taken to repair or replace the well.

Sampling Method

DTW measurements will be taken from an established and marked reference point on each well. The reference point will be:

- Established by licensed surveyor to an established National Geodetic Vertical Datum;
- Permanent and easily identified mark;
- Located on the top of the well casing with the locking cap removed; and
- Periodically re-surveyed.

A sounder with an electronic sensor is lowered with a graduated tape into the well until a signal indicates that water has been contacted. The tape indicates the depth in feet, which is then recorded.

Using a pressure transducer, changes in water level "head" will be measured continuously during both purging and sampling (as described in the stepwise procedure below).

The "low flow" method will be used for purging and sampling groundwater. This sampling methodology is currently conditionally approved by the DEQ. This method involves the following steps.

1. Measure depth-to-water (from top of well casing)
2. Position the pressure transducer downwell; at a depth below water level that ensures it will be under water for the duration of the purging and sampling.
3. Record initial reading from transducer (depth of water above sensor – i.e., "head")
4. With a pneumatic regulator, set refill/discharge times and air pressure (throttle), initially to minimize flow through the discharge line, using settings from previous samplings for guidance. (The initial throttle setting [feet of lift] should be equal to well depth plus 10-15 ft.)
5. Initiate pumping and begin measuring indicator parameters.
6. Using the Unidata Logger (connected to the transducer), log changes in "head" continuously (e.g., @ 10 second intervals). (These measurements allow the sampler to adjust pumping rates to stabilize drawdown.)
7. Adjust regulator settings as appropriate to achieve a stable water level during well purging.
8. The minimum volume of water purged must equal three volumes of water in the pump and discharge line tubing (which has been stagnant since the previous sampling).

Discharge water shall be directed in a calibrated container such that the total volume of water purged from the well can be documented.

9. Measure indicator parameters continuously during purging until they stabilize. Stabilization guidelines are presented below. (These guidelines are based on a combination of a synthesis of guidelines from the literature, professional judgment, and the limitations of the equipment.
   - temperature +/- 0.5 C
   - pH +/- 0.20 units
   - dissolved oxygen +/- 0.20 mg/l
   - specific conductance +/- 5.0% reading
   - redox +/- 25 mV

10. When indicator parameters stabilize, disconnect the discharge tube from the flow cup for discharge directly into sample containers, and begin sampling. Where any indicator parameter fails to stabilize, based on the above guidelines, professional judgement will be used to determine when sampling is appropriate. Where necessary, purging will be stopped and monitoring sensors will be re-calibrated. Any unusual conditions will be recorded.
11. Filter samples for dissolved parameters using an in-line, Nalgene 0.45 micron disposable cartridge filter. (New filter cartridges and pump tubing will be used for each sampling station.)
12. The pH of preserved samples will be field-checked to ensure laboratory specifications are met (see Table 7). If necessary, additional preservative will be added to the sample.
13. Fill containers with samples for volatile organic compound analysis with zero headspace so that volatiles will not escape from the liquid. Do not allow containers with preservative to overflow.
14. Samples should be collected in the order of decreasing volatility of the parameters to be analyzed. Table 7 presents parameters in order of decreasing volatility.
15. Immediately upon collection, store samples in ice chests that are cooled to 4 degrees Centigrade.

Purge Water Disposal

All groundwater purged from monitoring wells screened in the solid waste (e.g., the H-series wells and well K-5) will be disposed of in the on-site leachate well (see EMP Figure 4). Leachate collected in the expansion area of the landfill (see EMP Figure 2) flows to this well, from where it is pumped to the City sewer, in accordance with Wastewater Discharge Permit 400.018. See Section 3.3.2 of the interim EMP.

In addition, for any monitoring well screened in the silt or sand and gravel aquifer where historical data show the presence of hazardous substances, purge water from that well will also be disposed of in the on-site leachate well. For wells where historical data show little or no hazardous constituents, purge water will be disposed of on the ground, at least 5 feet from the well.

Field Documentation

All essential field information will be documented on the Groundwater Sampling Data Sheet (see Attachment 2). These sheets will be used to record field information related to groundwater quality measurements, sample collection and storage at each monitoring well during each sampling event. The information recorded will include:

- Name of collector(s)
- Site location
- Date and time of purging, sampling
- Condition of the well
- Purge rates, volumes, and related calculations
- Depth-to-water measurements
- Indicator parameter measurements
- Sample preservation confirmation
- Observations of unanticipated conditions which may directly cause (or result in procedures which cause) deviation normal sampling protocol, potential contamination, or otherwise potentially anomalous data.

Water level data logged by the pressure transducer at each monitoring well will be graphed following the sampling event, and kept on file for reporting purposes.

Other related field activities will be documented by other means, where appropriate, including:

- Equipment calibration parameters
- Decontamination
- Sample storage and shipment

8.2.2 Water Level Data Logging & Processing

Water level data collected using piezometers and monitoring wells equipped with pressure transducers will be measured initially as frequency. These measured values will then be converted to pressure (psi) using a polynomial expression and calibration factors unique to each sensor, as obtained from the transducer manufacturer. Because the sensors are un-vented, they will be adjusted for atmospheric barometric pressure, primarily obtained from the Oregon Climate Center, while filling any gaps using an on-site barometer.

Periodically, manual water level readings will be used to cross check the continuously logged data, and to calibrate the transducers (by determining when the aquifer essentially has a flat-water surface).

9. DECONTAMINATION

Decontamination procedures are required to remove contaminants from equipment that comes into contact with the sample matrix (sample contacting equipment) and from ancillary equipment that has not contacted the portion of sample to be analyzed (non-sample contacting equipment). The decontamination procedure methods to be employed at SJLF are based on standard practices as presented in ASTM Standard D-5088-90, Decontamination of Field Equipment Used at Nonradioactive Waste Sites.

Sample collection at the SJLF involves the use of dedicated sampling equipment. Decontamination procedures to be completed at the site are primarily directed toward non-sample contacting equipment such as field parameter probes.

Sample contacting equipment are those items that come in direct contact with the sample or a portion of the sample that will undergo chemical analysis or physical testing. Non-sample contacting equipment are those items associated with the sampling effort that do not directly contact the sample.

Decontamination of sample contacting equipment will consist of a non-phosphate detergent wash and rinse with deionized water and allow to air dry. Close vessel following air dry.

Decontamination of non-sample contacting equipment will consist of a non-phosphate detergent wash and rinsed with deionized water.

Control rinse water will be obtained from a water system of known chemical composition. The non-phosphate detergent will be Alquinox or similar solution. Deionized water shall be organic-free reagent grade.

10. SAMPLE PACKAGING AND SHIPMENT

Chain-of-custody procedures will be followed. The following procedures for sample packing and shipment will be followed:

- Double-check that the sample label sticker on the sample bottle has been completed and that the label identification matches the chain-of-custody form.
- Roll up or contain glass containers with bubble-pack and tape, taking care that there is no glass-to-glass contact. (Plastic bottles do not have to be wrapped with bubble pack.)
- Pack the sample bottles in coolers, preferably keeping all the samples from one sample location together. Use additional bubble-pack or Styrofoam packing material to provide

cushioning and support between and below sample bottles, especially the large glass bottles.

- Use Blue Ice or ice sealed inside two Ziploc bags to cool the samples. Do not use ice for packing between bottles.

- Complete the chain-of-custody form, listing the number of each sample bottles in the cooler. Indicate on the chain-of-custody form which analyses are to be performed (as indicated in Table 2). Seal the top chain-of-custody sheet in a Ziploc bag and tape it to the inside lid of the cooler.

- Close the cooler and tape it shut by making one complete wrap of banding tape on each end of the cooler and seal the opening with a custody seal.

- Transport the coolers to the laboratory or use the laboratory courier service. Chain-of-custody forms are to be signed upon sample relinquishment.

Attachment 1 to Sampling and Analysis Plan
DEQ Baseline Criteria

The following criteria were provided to Metro by DEQ in a letter of October 28 1997. They will serve as guidance for Metro personnel conducting sampling and field measurements at St. Johns Landfill.

1. Carry at all times in the field the most recent DEQ approved Sampling and Analysis Plan (SAP). This is critical to assuring that the facility is in compliance with its current permit.

2. Record the groundwater temperature as soon as the sample reaches the surface. This minimizes the influence of ambient conditions at the surface. Delays in reading and recording the groundwater temperature often lead to erroneous readings and discrepancies when compared to DEQ measurements. See ASTM D 4448 and references made in that section.

3. Field personnel should be familiar with meter calibration and use.

4. Carry back-up meters that are in good working condition.

5. Carry manufacturer-operating instructions for all meters.

6. Carry and use log books for all field meters. Logbooks should contain meter calibration information, as well as notes on abnormal function, maintenance, and repair.

7. Check and/or calibrate pH meters on at least two standards (4 & 7 or 7 & 10). The most accurate pH readings will be obtained when the sample's pH readings lie between the readings of the buffers used for calibration.

8. All pH meters should receive a low ionic strength solution check to determine if the meters are responding properly, accurately, and in a timely manner. The DEQ Laboratory uses 10^{-5} M sulfuric acid as a low ionic strength solution check. It has a theoretical pH of 5. A pH meter and probe in good condition should achieve a stable reading of 5.0 ± 0.3 pH units within a few minutes of immersion in this solution. Poor performance in this solution generally indicates that the pH probe needs cleaning or replacement.

9. Check and/or calibrate conductivity meters on at least two standards. The DEQ checks all conductivity meters on standards of approximately 148 µMhos/cm to verify that the meters are responding properly on solutions that are of both low and high ionic strength.

10. When using conductivity meters that do not feature automatic temperature compensation, such as the YSI Model 33 S-C-T meter, the conductivity readings must be corrected for temperature in the field at each site.

11. If the primary purpose of obtaining dissolved oxygen (D.O.) readings is to check for D.O. stability during purging and prior to sampling, then less accuracy may be tolerable, and the emphasis should be on following the D.O. manufacturer's manual closely, regarding calibration and maintenance (i.e., changing the membrane, and accounting for the fact that ambient conditions affect the D.O. meter probe temperatures, which, in turn, affects the meter's field accuracy). However, if groundwater D.O. is considered an important parameter of concern, then accuracy, and hence the use of the modified Winkler titration method, rather than a D.O. meter method of D.O. determination, is more of an issue.

12. Utilize a staging equipment checklist before heading out for the field to assure that all necessary materials, including backup equipment, oil, gas, tubing, fittings, tools, gloves, boots, rain gear, D.I. water, paperwork, logbooks, etc., have been packed.

13. Assure that wellheads are properly protected, secure, have adequate surface seals, and are marked clearly on the other casings with the well identification number. See ASTM D 5092-95.

14. Assure that all-weather access to all sample sites is provided, including safety, such as hand lines for steep, slippery, hard to reach sample sites (wells and/or stream sites).

15. Field check the preservation (pH) level of all samples containing acid preservative (if the specified pH level has not been achieved, have additional preservative available and add as necessary to achieve the proper pH level). A few drops of the preserved sample can be poured onto a short-range pH test strip to determine the preserved sample's pH level, without contaminating the sample. Samples requiring zero head space in the container, such as volatile organic compounds, need not be checked. See ASTM D 4448.

16. Perform equipment blanks when non-dedicated equipment is used, such as filter chambers, portable pumps, etc. See ASTM D 5088 - 90.

17. Assure that your lab performs ion balances, which are important because they provide an additional check to the inorganic analyses, and can help to explain discrepancies between differing lab results. Standard Methods, section 1030F describes the procedure.

Table 1: Groundwater Quality Sample Locations, Frequency, and Schedule
Sampling and Analysis Plan
St Johns Landfill

Locations	Analytes*	Frequency	Schedule
Overbank Silt wells: Upper: D-1a, D-2a, D-3a, D-4a, D-6a, G-4a, G-5a, K-1, K-2, K-3, K-4, K-6a, Middle: D-1b, D-3b, F-1, G-2, Lower: D-1c, D-6b, G-1, G-3, G-3R, G-8a, K-6b.	Group 1a Group 1b Group 2a Group 2b Group 3	Semi-annual	Spring and Fall
Columbia River Sand wells: D-4b, G-4b, G-7,	Group 1a Group 1b Group 2a Group 2b Group 3	Semi-annual	Spring and Fall
Pleistocene Gravel wells: D-6c, G-5b, G-6, G-8b, G-8c	Group 1a Group 1b Group 2a Group 2b Group 3	Semi-annual	Spring and Fall
Piezometers: Transducer equipped: P-1a/b/c/d/e, P-2a/b/c/d, P-3a/b/c, P-4a/b/c, P-5a/b/c, P-6a/b/c, P-7a/b/c/d, P-8a/b/c, P-9a/b/c/d, D-6c, G-4b, G-5b, G-6, G-8b, and G-8c.	Water levels	Continuous basis: P-1, P-4, P-6, P-7, P-8, P-9, D-6c, G-4b, G-5b, G-6, G-8b, and G-8c. Monthly basis: P-2, P-3, P-5, H-1, H-2, H-3, H-4, and H-5. Semi-annually: all monitoring wells	
Leachate wells: H-1, H-2, H-3, H-4, H-5, K-5.	Group 1a Group 1b Group 2a Group 2b Group 3	Semi-annual	Spring and Fall
	Priority Polluntants	Anuual	Fall

NOTE: * - See Table 2 for Group definitions. Priority pollutants include parameters shown on Table 2.
During the Fall event, priority pollutant analysis to be completed on nine selected groundwater monitoring wells.
Semi-annual compliance monitoring periods are: Spring (April 1st through May 31st) and Fall (October 1st through November 30th).

Table 2: Groundwater Monitoring Parameters
Interim Environmental Monitoring Plan
St Johns Landfill

Standard Landfill Groundwater Monitoring Parameters

Group 1a	Group 2a	Group 3
Field Indicators	**Anions and Cations**	**EPA 8260 (VOC)**
pH	Carbonate	1,1,1-trichloroethane *
Temperature	Bicarbonate	1,1,2,2-tetrachloroethane
Specific Conductance	Ammonia	1,1,2-trichloroethane
Dissolved Oxygen	Calcium	1,1,2-trichloroethylene *
Eh	Chloride	1,1-dichloroethane *
Water Elevation	Iron	1,1-dichloroethylene *
	Magnesium	1,2-dichloroethane
	Manganese	1,2-dichloroethylene *
Group 1b	Potassium	1,2-dichloropropane
Laboratory Indicators	Sodium	2-butanone (MEK)
	Silica	2-hexanone
Total Alkalinity	Sulfate	4-Bromofluorobenzene
Total Hardness	Nitrate	4-methyl-2-pentanone (MIBK)
Specific Conductance	Phosphorus	Acetone *
Chemical Oxygen Demand		Bromodichlormethane
Total Suspended Solids		Benzene *
Total Dissolved Solids	**Group 2b**	Bromoform
Total Organic Carbon	**Trace Metals**	Bromomethane
		Chlorodibromomethane
	Silver	Carbon disulfide *
	Arsenic *	Carbon tetrachloride *
	Barium *	Chlorobenzene *
	Beryllium	Chloroethane *
	Cadmium	Chloroform
	Chromium *	Chloromethane
	Cobalt	Ethyl benzene *
	Copper	Methylene chloride *
	Nickel	Styrene
	Lead *	Tetrachloroethylene *
	Antimony	Toluene *
	Selenium	Trichlorofluoromethane
	Thallium	Vinyl acetate
	Vanadium	Vinyl chloride *
	Zinc	Xylenes (total) *
		cis-1,3-dichloropropene
		p-dichlorobenzene
		trans-1,3-dichloropropene

St Johns Landfill Priority Pollutant Groundwater Monitoring Parameters [1]

Semi-Volatile Organics	Semi-Volatile Organics	Pesticides	Herbicides	PCBs
EPA 8270c	**EPA 8270c**	**EPA 8081a**	**EPA 8151a**	**EPA 8082**
1,2,4-trichlorobenzene	Benzo(k)fluoranthene	Alpha BHC	2,4-D	Aroclor 1016
1,2-dichlorobenzene	Benzidine	Lindane *	2,4-DB	Aroclor 1221
1,3-dichlorobenzene	Benzoic acid	Heptachlor	2,4,5-T	Aroclor 1232
1,4-dichlorobenzene *	Benzyl alcohol	Aldrin	2,4,5-TP	Aroclor 1242
2-chlorophenol	Chrysene	Beta-BHC	Dalapon	Aroclor 1248
2,4,5-trichlorophenol	Di-n-butylphthalate	Delta-BHC	Dicamba	Aroclor 1254
2,4,6-trichlorophenol	Di-n-octyl phthalate	Heptachlor epoxide	Tricamba	Aroclor 1260
2,4-dichlorophenol	Dibenzo(a,h)anthracene	Endosulfan I	Dichloroprop	
2,4-dimethylphenol	Dibenzofuran	Endosulfan II	Dinoseb	
2,4-dinitrophenol	Diethylphthalate	Endosulfan sulfate	MCPA	
2,4-dinitrotoluene	Dimethylphthalate	pp-DDE	MCPP	
2,6-dinitrotoluene	Fluoranthene	pp-DDD		
2-chloronaphthalene	Fluorene	pp-DDT		
2-methylnaphthalene	Hexachlorobenzene	Endrin		
2-methylphenol	Hexachlorobutadiene	Endrin aldehyde		
2-nitroaniline	Hexachloroethane	Methoxychlor		
2-nitrophenol	Hexachlorocyclopentadiene	Toxaphene		
3,3-dichlorobenzidine	Indeno(1,2,3-cd)pyrene	Chlordane		
3-nitroaniline	Isophorone	Dieldrin		
4,6-dinitro-2-methylphenol	N-nitrosodimethylamine			
4-bromophenyl-phenylether	N-nitrosodiphenylamine			
4-chloro-3-methylphenol	N-nitroso-di-n-propylamine			
4-chlorophenyl-phenylether	Naphthalene			
4-chloroaniline	Nitrobenzene			
4-methylphenol	Pentachlorophenol			
4-nitroaniline	Phenanthrene			
4-nitrophenol	Phenol			
Acenaphthene	Pyrene			
Acenaphthylene	bis-(2-ethylhexyl)phthalate			
Aniline	bis-(2-chloroethyl)ether			
Anthracene	bis-(2-chloroethoxy)methane			
Azobenzene	bis-(2-chloroisopropyl)ether			
Butylbenzylphthalate				
Benzo(a)anthracene				
Benzo(a)pyrene	Cyanide			
Benzo(b)fluoranthene	Mercury *			
Benzo(g,h,i)perylene	Nitrite			

* Confirmed Release List substance

Standard Surface Water Monitoring Parameters [2]

Group 5		
Total Kjeldahl Nitrogen	Total Coliform Bacteria	Biological Oxygen Demand
Total Phosphorus	Fecal Coliform Bacteria	Total Halogenated Organics
Orthophosphate	E. Coli	

[1] Analysis of SJLF Priority Pollutant monitoring parameters includes analysis of standard landfill groundwater monitoring parameters.
[2] Surface water monitoring is currently not required by permit.

TABLE 3: WATER QUALITY MONITORING PARAMETERS
SAMPLING AND ANALYSIS PLAN
St JOHNS LANDFILL

PARAMETER	METHOD	METHOD DESCRIPTION	METHOD REPORTING LEVEL (mg/L)	DEQ REF. LEVELS (D)(mg/L)	DEQ GUIDANCE LEVELS (e) (mg/L)	EPA DRINKING WATER STD (f) (mg/L)
GROUP 1a: FIELD INDICATOR PARAMETERS						
ELEVATION OF WATER LEVEL	FIELD	Electric Probe				
pH	FIELD	Reference Electrode Probe			6.5 to 8.5	
TEMPERATURE	FIELD	Temperature Probe				
SPECIFIC CONDUCTANCE	FIELD	Conductivity Probe				
DISSOLVED OXYGEN	FIELD	Metal Cathode Probe				
REDOX POTENTIAL (Eh)	FIELD	Platinum Band Sensor Probe				
GROUP 1b: LABORATORY INDICATOR PARAMETERS						
HARDNESS (as CaCO3)	6020a	ICP-MS	0.660			
TOTAL ALKALINITY (as CaCO3)	310.1b	Titrimetric	10.0			
TOTAL DISSOLVED SOLIDS (TDS)	160.1b	Gravimetric	10.0		500	
TOTAL SUSPENDED SOLIDS (TSS)	160.1b	Gravimetric	10.0			
CHEMICAL OXYGEN DEMAND (COD)	410.4b	Spectrophotometric	5.00			
TOTAL ORGANIC CARBON (TOC)	415.1b	UV, Persulfate Oxidation-IR	3.00			
GROUP 2a: COMMON ANIONS AND CATIONS #						
CALCIUM (Ca)	200.7b	ICP-MS	0.050			
MAGNESIUM (Mg)	200.7b	ICP-MS	0.050			
SODIUM (Na)	200.7b	ICP-MS	1.00			
POTASSIUM (K)	200.7b	ICP-MS	1.00			
IRON (Fe)	200.7b	ICP-MS	0.02		0.3	
MANGANESE (Mn)	200.7b	ICP-MS	0.0020		0.05	
AMMONIA-NITROGEN (NH4-N)	350.3b	Electrode	0.100			
CARBONATE ALKALINITY (CO3)	310.1b	Titrimetric	10.0			
BICARBONATE ALKALINITY (HCO3)	310.1b	Titrimetric	10.0			
SULFATE (SO4)	300.0b	Ion Chromotography	1.00		250	
CHLORIDE (Cl)	325.3b	Ion Chromotography	0.5		250	
NITRATE (NO3-N)	353.3b	Ion Chromotography	0.100	10.0		10
SILICA (Si)	370.1b	Spectrophotometric Reduction	0.250			
GROUP 2b: TRACE METALS:						
ANTIMONY (Sb)	6020a	ICP-MS	0.00100			0.006
ARSENIC (As)	6020a	ICP-MS	0.00100	0.05		0.05
BARIUM (Ba)	6020a	ICP-MS	0.00100	1.0		2
BERYLLIUM (Be)	6020a	ICP-MS	0.00100			0.004
CADMIUM (Cd)	6020a	ICP-MS	0.000500	0.01		0.005
CHROMIUM (Cr)	6020a	ICP-MS	0.00100	0.05		0.1
COBALT (Co)	6020a	ICP-MS	0.00200			
COPPER (Cu)	6020a	ICP-MS	0.00200		1.0	1.3***
LEAD (Pb)	6020a	ICP-MS	0.00100	0.05		0.015***
NICKEL (Ni)	6020a	ICP-MS	0.00200			0.1
SELENIUM (Se)	6020a	ICP-MS	0.00100	0.01		0.05
SILVER (Ag)	6020a	ICP-MS	0.00100	0.05		0.1
THALLIUM (Ti)	6020a	ICP-MS	0.00100			0.002
VANADIUM (V)	6020a	ICP-MS	0.00500			
ZINC (Zn)	6020a	ICP-MS	0.00500		5.0	
GROUP 3: VOLATILE ORGANIC CONSTITUENTS						
VOLATILE ORGANIC CONSTITUENTS	8260a	Gas Chromotography/Mass Spectrometer	0.50-1.0 ug/L			
GROUP 4: ADDITIONAL MONITORING PARAMETERS						
SEMI-VOLATILE ORGANIC CONSTITUENTS	8270a					
MERCURY (Hg)	7470a	Cold Vapor Atomic Adsorption	0.000200	0.002		
CYANIDE	335.2b	Distillation, Spectrophotometric	0.010			0.2
NITRITE	300.0b	Ion Chromotography	0.030			1.0
GROUP 5: SURFACE WATER AND LEACHATE MONITORING PARAMETERS						
TOTAL KJELDAHL NITROGEN (TKN)	351.3b	Digestion, Distillation, Titrimetric	1.0			
TOTAL PHOSPHORUS (P)	6010a	Inductively Coupled Plasma	0.20			
ORTHOPHOSPHATE (PO4)	365.2b	Ion Chromatography	0.025			
BIOLOGICAL OXYGEN DEMAND (BOD)	405.1b	Oxygen Electrode	4.0			
TOTAL HALOGENATED ORGANICS (TOX)	9020a	Adsorption, Microcoulometric	0.010			
TOTAL COLIFORM BACTERIA	9221Bc	Membrane Filter	1.1 MPN per 100ml			
FECAL COLIFORM BACTERIA	9221Cc	Membrane Filter	1.1 MPN per 100ml			
ENTEROCOCCUS BACTERIA	9230c	Membrane Filter	1.1 MPN per 100ml			

DISSOLVED CONCENTRATIONS. SAMPLES MUST BE FIELD-FILTERED.
a TEST METHODS FOR EVALUATING SOLID WASTE - PHYSICAL/CHEMICAL METHODS. 3rd edition. EPA SW-846 (November 1990).
b METHODS FOR CHEMICAL ANALYSIS OF WATER AND WASTES. EPA-600/4-79-020 (revised March 1983).
d DEQ NUMERICAL GROUNDWATER QUALITY REFERENCE LEVELS (HEALTH BASED). OAR 340-040-080 (January 1990).
e DEQ NUMERICAL GROUNDWATER QUALITY GUIDANCE LEVELS (NONHEALTH BASED). OAR 340-040-080 (January 1990).
f EPA DRINKING WATER REGULATIONS AND HEALTH ADVISORIES. EPA 822-R-94-001 May 1994.
*** EPA ACTION LEVELS.
ICP-MS: Inductively Coupled Plasma-Mass Spectrometry
TRACE METALS - TOTAL CONCENTRATIONS IF TSS <100 mg/L; BOTH TOTAL AND DISSOLVED CONCENTRATIONS IF TSS >100 mg/L.

TABLE 4: VOLATILE ORGANIC CONSTITUENTS PER EPA METHOD 8260

ANALYTE	EPA DW STD. & HEALTH ADVISORY (ug/L)	DEQ-GW QUALITY LEVELS (ug/L)	METHOD REPORT LIMIT (ug/L)
Acetone		NEL	10.0
Benzene	5	5	0.500
Bromobenzene		NEL	0.500
Bromochloromethane		NEL	0.500
Bromodichloromethane (THM)	100	NEL	1.00
Bromoform (THM)	100	NEL	1.00
Bromomethane		NEL	5.00
2-Butanone		NEL	10.0
n-Butylbenzene		NEL	5.00
sec-Butylbenzene		NEL	0.500
tert-Butylbenzene		NEL	1.00
Carbon Tetrachloride	5	5	10.0
Chlorobenzene		NEL	0.500
Chloroethane		NEL	1.00
Chloroform (TMH)	100	NEL	0.500
Chloromethane		NEL	5.00
2-Chlorotoluene		NEL	0.500
4-Chlorotoluene		NEL	0.500
1,2-Dibromo-3-chloropropane	0.2	NEL	5.00
Dibromochloromethane		NEL	1.00
1,2-Dibromoethane		NEL	0.500
Dibromomethane		NEL	0.500
1,2-Dichlorobenzene	600	NEL	0.500
1,3-Dichlorobenzene	600	NEL	0.500
1,4-Dichlorobenzene	75	75	0.500
Dichlorodifluoromethane		NEL	5.00
1,1-Dichloroethane		NEL	0.500
1,2-Dichloroethane (EDC)	5	5	0.500
1,1-Dichloroethene	7	7	0.500
cis-1,2-Dichloroethene	70	NEL	0.500
trans-1,2-Dichloroethene	100	NEL	0.500
1,2-Dichloropropane (1,2-DCP)	5	NEL	0.500
1,3-Dichloropropane		NEL	0.500
2,2-Dichloropropane		NEL	0.500
1,1-Dichloropropene		NEL	1.00
Ethylbenzene	700	NEL	0.500
Hexachlorobutadiene		NEL	2.00
2-Hexanone		NEL	10.0
Isopropylbenzene		NEL	2.00
p-Isopropyl toluene		NEL	2.00
4-Methyl-2-pentanone		NEL	5.00
Methylene Chloride		NEL	5.00
Napthalene		NEL	2.00
n-Propylbenzene		NEL	0.500
Styrene	100	NEL	0.500
1,1,1,2-Tetrachloroethane		NEL	0.500
1,1,2,2-Tetrachloroethane		NEL	0.500
Tetrachloroethene (PCE)	5	NEL	0.500
Toluene	1000	NEL	0.500
1,2,3-Trichlorobenzene		NEL	1.00
1,2,4-Trichlorobenzene	70	NEL	1.00
1,1,1-Trichloroethane (1,1,1-TCA)	200	200	1.00
1,1,2-Trichloroethane	5	NEL	0.500
Trichloroethene (TCE)	5	5	0.500
Trichlorofluoromethane		NEL	0.500
1,2,3-Trichloropropane		NEL	0.500
1,2,4-Trimethylbenzene		NEL	1.00
1,3,5-Trimethylbenzene		NEL	0.500
Vinyl chloride	2	2	0.500
o-xylenes		NEL	0.500
m,p-xylenes	10,000	NEL	1.00

NOTES:
NEL = NO ESTABLISHED MCL.
* TOTALS FOR ALL THM'S COMBIND CANNOT EXCEED 0.008 mg/L.

TABLE 5: SEMI-VOLATILE ORGANIC CONSTITUENTS PER EPA METHOD 8270

ANALYTE	METHOD REPORT LIMIT (ug/L)
Benzoic acid	50.0
4-chloro-3-methylphenol	5.00
2,4-dinitrophenol	10.0
3-nitroaniline	10.0
4,6-dinitro-2-methylphenol	10.0
4-nitroaniline	10.0
4-nitrophenol	25.0
Benzyl alcohol	10.0
Bis(2-Chloroethoxy)methane	10.00
Bis(2-Chloroisopropyl)ether	10.00
Hexchlorobutadiene	10.00
Hexchlorocyclopentadiene	10.00
Hexchloroethane	10.00
N-nitrosodi-n-propylamine	10.00
Pentachlorophenol	10.00
1,2,4-Trichlorobenzene	5.00
1,2-dichlorobenzene	5.00
1,3-dichlorobenzene	5.00
1,4-dichlorobenzene	5.00
2,4,5-trichlorophenol	5.00
2,4,6-trichlorophenol	5.00
2,4-dichlorophenol	25.0
2,4-dimethylphenol	10.0
2,4-dinitrotoluene	5.00
2,6-dinitrotoluene	5.00
2-chloronaphthalene	5.00
2-chlorophenol	5.00
2-methylnaphthalene	5.00
2-methylphenol	10.0
2-nitroaniline	5.00
2-nitrophenol	5.00
3,3'-dichlorobenzidine	5.00
4-bromophenyl phenyl ether	5.00
4-chloroaniline	20.0
4-chlorophenyl phenyl ether	5.00
4-methylphenol	5.00
Acenaphthene	5.00
Acenaphthylene	5.00
Anthracene	5.00
Benzo(a)anthracene	5.00
Benzo(a)pyrene	5.00
Benzo(b)fluroanthene	5.00
Benzo(g,h,i)perylene	5.00
Benzo(k)fluoranthene	5.00
Bis(2-chloroethyl)ether	5.00
Bis(2-ethylhexyl)phthalate	5.00
Butylbenzyl phthalate	5.00
Chrysene	5.00
D-n-butyl phthalate	5.00
Di-n-octyl phthalate	5.00
Dibenzo(a,h)anthracene	5.00
Dibenzofuran	5.00
Diethyl phthalate	5.00
Dimethyl phthalate	5.00
Fluoranthene	5.00
Fluorene	5.00
Hexchlorobenzene	5.00
Indeno(1,2,3-cd)pyrene	5.00
Isophorone	5.00
N-nitrosodiphenylamine	5.00
Naphthalene	5.00
Nirtobenzene	5.00
Phenanthrene	5.00
Phenol	5.00
Pyrene	5.00

Table 6: Pesticides, Herbicides, and PCBs
Sampling and Analysis Plan
St Johns Landfill

Pesticides	
EPA 8081a	
ANALYTE	METHOD REPORTING LIMIT (UG/L)
Alpha BHC	0.100
Lindane *	0.100
Heptachlor	0.100
Aldrin	0.100
Beta-BHC	0.100
Delta-BHC	0.100
Heptachlor epoxide	0.100
Endosulfan I	0.100
Endosulfan II	0.100
Endosulfan sulfate	0.100
pp-DDE	0.100
pp-DDD	0.100
pp-DDT	0.100
Endrin	0.100
Endrin aldehyde	0.100
Methoxychlor	0.100
Toxaphene	2.50
Chlordane	1.00
Dieldrin	0.100

Herbicides	
EPA 8151a	
ANALYTE	METHOD REPORTING LIMIT (UG/L)
2,4-D	1.00
2,4-DB	4.00
2,4,5-T	1.00
2,4,5-TP	1.00
Dalapon	10.0
Dicamba	1.00
Tricamba	1.00
Dichloroprop	1.00
Dinoseb	2.00
MCPA	60.0
MCPP	50.0

PCBs	
EPA 8082	
ANALYTE	METHOD REPORTING LIMIT (UG/L)
Aroclor 1016	0.500
Aroclor 1221	1.00
Aroclor 1232	0.500
Aroclor 1242	0.500
Aroclor 1248	0.500
Aroclor 1254	0.500
Aroclor 1260	0.500

TABLE 7
St. John's Landfill
Water Quality Monitoring Parameters
Water Quality Sample Containers, Preservatives, and Holding Times

Analysis[1]	No. of Containers	Type[2]	Comments/Preservation	Holding Time
Volatile Organics	3	G-40 mL vial teflon septa	No headspace, HCl to pH < 2, 4°C	14 days
Semi-Volatile Organics	1	G-1 L	Cool only, 4°C	7 days
Herbicides	1	G-1 L	Cool only, 4°C	7 days
Pesticides/PCBs	1	G-1 L	Cool only, 4°C	7 days
Total organic carbon	1	P-500 mL	No headspace, H_2SO_4 to pH < 2, 4°C	28 days
Trace metals[3] and common cations and anions[4], hardness	1	P-500 mL	HnO_3 to pH < 2, 4°C	6 months
Alkalinity Total suspended solids Total dissolved solids, Hardness, Nitrate, Nitrite,	1	P-1 L	Cool only, 4°C	Alkalinity 14 days, Total Suspended and Dissolved Solids 7 days, Nitrate and Nitrite 2 days
Chloride, Sulfate, Silica	1	P-500 mL	Cool only, 4°C	28 days
Chemical oxygen demand, ammonia	1	P-500 mL	H_2SO_4 to pH < 2, 4°C	28 days

[1]Sample types are listed in order of decreasing volatilization sensitivity.
[2]G=glass; P=polyethylene
[3]Trace metals listed in Table 2 (Group 2b).
[4]Common cations and anions as listed in Table 2 (Group 2a).

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 03-3268, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSALS NO. 03-1038-REM FOR ANALYTICAL LABORATORY SERVICES

Date: January 2003 Prepared by: Paul Vandenberg

BACKGROUND

Metro's Solid Waste and Recycling Department requires analytical laboratory services to fulfill the requirements of various permits and policies applicable to St. Johns Landfill and the Smith-Bybee Lakes Wildlife Area. The current contract for these services expires February 28, 2003. At that time, a new contract will be needed to maintain permit compliance and policy conformance.

The contract would primarily serve the implementation of the Environmental Monitoring Plan for St. Johns Landfill (Plan), approved by the Oregon Department of Environmental Quality (DEQ) in 2001. Under the Plan, groundwater, stormwater and the landfill are routinely sampled and analyzed according to monitoring requirements specified by the DEQ and City of Portland regulations and permits.

The Plan also includes sampling and analysis of surface water to detect and assess contaminants or changes in water quality conditions, consistent with the policies of the Smith-Bybee Lakes Natural Resources Management Plan. Sediment sampling and analysis is also conducted to provide essential supporting information for the overall assessment of surface water quality.

The contract would provide analytical laboratory services integral to environmental quality monitoring at St. Johns Landfill and the Smith-Bybee Lakes Wildlife Area.

ANALYSIS/INFORMATION

1. **Known Opposition**
   There is no known opposition to this authorization request.

2. **Legal Antecedents**
   Metro Code 2.04.026 requires Council authorization of request for proposals designated as having a significant impact on Metro prior to release of the proposal documents to vendors.

3. **Anticipated Effects**
   The anticipated effect of this authorization is 3-year personal services agreement for analytical laboratory services.

4. **Budget Impacts**
   The amount budgeted for analytical laboratory services for Fiscal Year 2002-2003 is $80,000.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution No. 03-3268.

M:\rem\od\projects\Legislation\SJLlabservicesstfrpt.doc

02/303c-01

MINUTES OF THE METRO COUNCIL MEETING

Thursday, February 6, 2003
Metro Council Chamber

Councilors Present: David Bragdon (Council President), Susan McLain, Brian Newman, Carl Hosticka, Rex Burkholder, Rod Park

Councilors Absent: Rod Monroe (excused)

Council President Bragdon convened the Regular Council Meeting at 2:04 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

Howard Hansen, former Metro employee, 16915 SW Theodore Way, Beaverton, OR 97006 spoke to Metro's transition (a copy of his letter is found in the meeting record).

3. AUDITOR COMMUNICATIONS

Alexis Dow, Metro Auditor, presented the Comprehensive Annual Financial Report (CAFR) introducing Don Cox, Accounting Manager, and the outside auditors from Grant Thorton LLP, Gary Holmsley and Ray Barlow. She spoke to the importance of the CAFR, its goals and objectives. She noted that these financial statements were a joint effort. She acknowledged Mr. Cox and Karla Lenox for the quality of work they have done. She noted that they had received awards for their efforts for many years.

Mr. Cox talked to the financial statements and how they were different this year. He recognized Ms. Lenox for her contribution to the CAFR. He talked about compliance with Government Accounting Standards Board (GASB) and the report itself. He summarized each section for the Council and talked more specifically about the general obligation bond on page 36. He noted the report was on Metro's website and that they had saved much in printing costs by putting on the report on the web.

Gary Holmsley thanked the council for the opportunity to work with Metro. He noted that Metro's staff had done an excellent job in preparing for the independent audit. Ray Barlow, Senior Manager, summarized the audit itself; providing an overview, the Comprehensive Annual Financial Report, the new format and reporting module. Metro received an unqualified opinion. He noted the lack of a management letter. It had been received in draft form. Metro staff was currently reviewing it.

Councilor Burkholder asked them to summarize what changed from last year to this year. Mr. Barlow talked about GASB 34, the primary financial statements, and the change in detail for each fund. Most of the changes were on pages 35-54. Mr. Cox talked about the change in reporting assets. Mr. Barlow added that Metro's fixed assets had been reported where many agencies had not reported this item previously.

Ms. Dow explained the purpose of GASB 34. There was a lot of valuable information in the CAFR. Councilor Burkholder asked about Foundations, were those folded in this year and will they be included in the future? Mr. Cox responded that there was a new way of structuring that information into the report. Oregon Zoo Foundation would be required to show in our financial statements but Friends of Portland Center for the Performing Arts (PCPA) was not required to be included in the financial statements.

4. CONSENT AGENDA

4.1 Consideration of minutes of the January 30, 2003 Regular Council Meetings.

Motion:	Councilor Park moved to adopt the meeting minutes of the January 30, 2003, Regular Metro Council meeting. Councilor Newman seconded the motion.
Vote:	Councilors Park, Hosticka, McLain, Newman and Council President Bragdon voted in support of the motion with Councilor Burkholder abstaining from the vote. The vote was 5 aye/0 nay/1 abstain, the motion passed.

5. RESOLUTIONS

5.1 **Resolution No. 03-2374,** For the Purpose of Eliminating Unclassified Job Classifications of Council Assistant I, Council Assistant II, Council Assistant III, and Council Clerk/Administrative Analyst; adding new classified job classifications of Council Support Specialist and Council Clerk; and Placement of Council Assistant I duties as revised on Existing Classified Job Classification of Administrative Assistant II.

Motion:	Council Park moved to adopt Resolution No. 03-3274.
Seconded:	Councilor Hosticka seconded the motion

Council President Bragdon spoke to the reason for the resolution. Councilor Hosticka noted the process they had gone through. This put into place a number of things they had discussed over the past few months. Councilor McLain said the Council Support Specialist position included some analytical work. She felt this was very important. She noted the additional responsibilities that the Administrative Assistant II would be taking on.

Councilor Park concluded by speaking to the necessity for the reorganization and the importance of these positions.

Vote:	Councilors Park, Hosticka, Burkholder, McLain, Newman and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.

5.2 **Resolution No. 03-3277,** For the Purpose of Confirming Tim Crail as a Citizen Alternate for Multnomah County to the Metro Policy Advisory Committee (MPAC).

Motion:	Council Burkholder moved to adopt Resolution No. 03-3277.
Seconded:	Councilor Park seconded the motion

Councilor Burkholder said Council President Bragdon was bringing Mr. Crail forward for confirmation to replace the citizen alternate member for MPAC. Council President Bragdon said Mr. Crail was unable to be here but the nomination letter from Diane Linn was attached. Alan Hipolito was the citizen member for MPAC who had been serving for several years. Mr. Crail would be the alternate in that position. He urged support.

Vote:	Councilors Park, Hosticka, Burkholder, McLain, Newman and Council President Bragdon voted in support of the motion. The vote was 6 aye, the motion passed.

6. COUNCILOR COMMUNICATION

Councilor McLain talked about the briefings on the interchange at Jackson School Road. She expressed concern about the design. She noted Washington County Commissioners were not acting on it for at least two weeks. She talked about some of the details of the design. She also indicated that she had been receiving letters of concern. Council President Bragdon said he had received a letter from Oregon Department of Transportation (ODOT) but had not yet been briefed. Councilor McLain said Senator Starr had worked hard to get the interchange but there were safety issues that were not being addressed. She made some suggestions about possible adjustments to the plan. Council President Bragdon suggested Councilor McLain take the lead on this.

Councilor Newman reminded, on next Tuesday at the Council Informal, that he would be bringing forward for discussion the supplemental draft Environmental Impact Statement for the South Corridor Project. He said he would be meeting with the interdepartmental team that makes up the Centers Initiative. It was a retreat to brainstorm the direction staff was interested in going in. The retreat was at the Oregon Zoo tomorrow from 9 a.m. to 12 noon. He invited the Council and said he would be reporting back to the full Council. He talked about the public hearings on the South Corridor project. The hearings have been well attended and positive.

Councilor Hosticka said he had been meeting with staff to discuss the fish and wildlife habitat protection issues. They were trying to prepare an outline of the issues as well as a timeline. He said he would appreciate the Council's feedback.

Councilor Park announced that the Yard, Garden, and Patio show was starting at the Oregon Convention Center tomorrow. He talked about the Joint Policy Advisory Committee on Transportation (JPACT) scheduled for the next two years. He would be bringing this schedule to the Council.

Dan Cooper, Metro Attorney, said there was a hearing on the pioneer cemeteries at the state legislature.

Councilor McLain asked about an opportunity at an Informal to review departmental work plans. She asked Mark Williams, Chief Operating Officer, if they would have an opportunity to review these work plans. Mr. Williams said it was their intent that through the budget reviews, they would get input from Council, which would be folded into the departmental work plans.

Councilor Burkholder said the Eastside Street Car Advisory Committee met yesterday. Their charge was to come up with a basic proposal. He noted that there was a lot of interest by business owners. Congressman Earl Blumenhauer was also interested in this issue.

7. ADJOURN

There being no further business to come before the Metro Council, Council President Bragdon adjourned the meeting at 2:50 p.m.

Prepared by:

Chris Billington
Clerk of the Council

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF FEBRUARY 6, 2003

ITEM #	TOPIC	DOC DATE	DOCUMENT DESCRIPTION	DOC. NUMBER
4.1	MINUTES	1/30/03	METRO COUNCIL MINUTES OF JANUARY 30, 2003 SUBMITTED FOR APPROVAL	020603C-01
2.0	LETTER	2/6/03	LETTER TO METRO COUNCIL FROM: HOWARD HANSEN RE: METRO TRANSITION	020603C-02

021303c-02

M E M O R A N D U M

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797

METRO

Chris -
FYI -
Peg

Date: February 10, 2003

To: David Bragdon, Council President

From: Marvin D. Fjordbeck, Senior Attorney MF

Regarding: Suggested Procedure for Appeal by Hattenhauer Distributing Company

---

At the Metro Council's February 13, 2003 meeting, the Council will consider the appeal of Hattenhauer Distributing Company ("HDC") regarding the award of the Metro solid waste transportation diesel fuel contract. For your reference, I provide the following suggested procedure for use in the Council's deliberations. Of course, the suggested times are only to guide you, and like the rest of the hearing, is left largely to the discretion of the Council President.

1.	Appellant HDC presents its appeal	15 minutes
2.	Staff response to appeal	15 minutes
3.	Testimony or other comments by all other interested parties	15 minutes
4.	Closing statement by appellant	5 minutes
5.	Council questions and answers and Council deliberation	10 minutes
	Total time for matter	approximately 1 hour

As always, please call me at ext. 1533 if you have any questions.

cc: Mark Williams
√Peggy Coats
Dan Cooper

MDF:kaj
m:\attorney\confidential\docs#09.sw\10tnsprt.srv\23-2002 fuel rfb\021003 bragdon.rtf

M E M O R A N D U M

021303c-03

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797

METRO

Date: February 12, 2003

To: David Bragdon, Council President
Metro Councilors

From: Marvin D. Fjordbeck, Senior Attorney

Regarding: Appeal by Hattenhauer Distributing Company of Executive Officer's Rejection of Appeal Concerning Notice to Award Diesel Fuel Contract

INTRODUCTION

On November 14, 2002, the Metro Council approved Resolution No. 02-3239 for the purpose of authorizing the release of a Request for Bids for the provision of diesel fuel used in the transport of the Metro region's solid waste. The next day Metro's Regional Environmental Management Department released the Request for Bids. The procurement resulted in two bids, one from Devin Oil Company, Inc. ("Devin"), and the second from Hattenhauer Distributing Company, Inc. ("HDC").

By letter dated December 16, 2002, Devin was informed that Metro intended to award it the diesel fuel contract. On that same date, HDC was informed that its bid was non-responsive and therefore was rejected. A copy of the December 16 correspondence is attached as Exhibit A.

By letter dated December 19, 2002, HDC provided timely notice of its appeal to the rejection of the HDC bid and the award of the contract to Devin. On January 3, 2003, the Executive Officer responded to HDC's appeal by issuing a letter rejecting each of five grounds of appeal. On January 8, 2003, HDC timely sought review of the Executive Officer's rejection from the Metro Council, sitting as the Metro Contract Review Board. HDC's appeal to the Metro Council sets forth three grounds of appeal as explained below.

Following its deliberations on the appeal, the Metro Council may choose between three alternatives: The Council can reject the appeal and uphold the award of the contract to Devin; it can uphold the appeal and award the contract to HDC; or it can uphold the appeal and direct the contract to be rebid.

FUEL CONTRACT BACKGROUND

Effective March 27, 1989, Metro entered into a waste transport services agreement with Jack Gray Transport, the original transportation contractor and a predecessor of the current contractor, CSU Transport, Inc. Under the original agreement, CSU's predecessor not only agreed to provide transportation services through 2009, but also agreed to furnish all supplies, including fuel, needed to transport the Metro region's waste.

In 1994, Metro solid waste staff learned that Metro could reduce its costs if the regional government purchased the fuel instead of the transport contractor, thereby taking advantage of an exemption from federal fuel excise taxes given to local governments. Accordingly, to accommodate the change, Metro and CSU's predecessor entered into Change Order No. 15 to the transport agreement. A copy of Change Order No. 15 is attached as Exhibit B. Under that contract amendment, Metro agreed to supply the fuel for contractor's over-the-road tractors while the tractors were used exclusively in transporting solid waste for Metro. In exchange for a per-load payment reduction, Metro contracted to obtain the fuel. In particular, in Paragraph 7 of the change order, Metro agreed to "make fuel available in a manner reasonably acceptable to contractor and reasonably consistent with historic service levels obtained by contractor."

Since 1995, the Metro Council has approved two previous Resolutions authorizing the regional government to enter into contracts for the purchase of diesel fuel, while also complying with the terms of Change Order 15. In 1995, the Council adopted Resolution No. 95-2073A, which authorized procurement and execution of a one-year fuel contract, with options allowing Metro to extend the contract annually for each of the following three years, provided that the Council approved the extensions. Devin was awarded the contract. The Metro Council approved one-year extensions of the 1995 fuel contract in both 1996 and 1997.

Thereafter, the Council refused to permit a third one-year extension and instead sought to have the fuel contract competitively bid. Accordingly in 1998, the Metro Council approved Resolution No. 98-2713 for the purpose of authorizing a new bid procurement for the provision of diesel fuel. Metro received two bids for the contract, one from Devin and one from HDC. The Executive Officer rejected HDC's bid as non-responsive and awarded a two-year contract to Devin. HDC appealed the contract award. On February 4, 1999, the Council unanimously rejected HDC's appeal and upheld the award of the contract to Devin. In 2001, the Executive Officer extended the fuel contract with Devin for two additional years, through February 22, 2003, when the current contract expires.

METRO'S 2002 FUEL PROCUREMENT

On November 14, 2002, the Metro Council approved Resolution No. 02-3239, authorizing the release of the Request for Bids 03-1032-REM for the provision of diesel fuel, and authorizing the Executive Officer to execute the contract resulting from the bidding. Like the previous fuel procurements, the RFB contained specifications designed to meet the "reasonably acceptable/ reasonably consistent" requirements of Change Order No. 15. Most of these specifications were substantially similar to those that the Metro Council approved in its 1998 authorization. Among

other specifications, the 2002 RFB contained the following requirements that are at the heart of the appeal before the Metro Council. Those specifications are:

(1) that low sulfur, branded No. 2 diesel fuel be available 24 hours a day, seven days a week;

(2) that the fueling site proposed in the bid be of sufficient size to accommodate CSU tractor trailer combinations;

(3) that the fueling site have a minimum of two high pressure pumps available for fueling on the driver's side of the tractor and that those pumps be accessible for simultaneous fueling by a minimum of two CSU vehicles; and

(4) that queuing for four CSU vehicles be available at all times on property owned or controlled by the Bidder at the proposed site.

Additionally, the 2002 request for bids that the Council approved contained a provision that differed from the 1998 procurement. That provision stated:

> "Each Bidder shall furnish detailed information on any service facilities, locations and procedures as well as information on any maintenance agreements or contracts available to Metro. This includes submission of information sufficient to demonstrate compliance with the requirements of the Scope of Work, at the time of bid opening, to Metro's sole satisfaction. Noncompliance with the requirements of the Scope of Work, in Metro's sole opinion, shall result in rejection of the Bid as nonresponsive."

Both Devin and HDC bid on the procurement. HDC's bid was lower, proposing a per-gallon, markup price of 7.2 cents ($0.072), while Devin bid a per-gallon, markup price of 7.5 cents ($0.075). However, the solid waste staff's review of the HDC bid concluded that the bid was not responsive to the bid requirements. HDC's bid indicated that it had not yet constructed the facilities required under bid specifications, but instead planned to build the required facilities if it were awarded the contract. HDC's bid therefore included its proposal of the facilities it would construct if it were awarded the bid. Upon review of HDC's proposed facilities, staff questioned whether HDC's proposed facility, if constructed as proposed, would meet the specifications for the required number of high-speed pumps, for sufficient access to the pumps and for adequate queuing space. Staff then conducted an on-site investigation. Based on its review of the bid and the facility, the staff concluded that the proposed facility did not meet the bid specifications. Accordingly, the staff rejected the bid as non-responsive, and notified HDC of its determination on December 16, 2002.

HDC'S APPEAL

By letter dated December 19, 2002, HDC provided the Executive Officer with timely notice of appeal to the rejection of the HDC bid and the award of the contract to Devin Oil. A copy of that

letter is attached as Exhibit C. On January 3, 2003, the Executive Officer responded to HDC's appeal by issuing a letter rejecting each of five stated grounds of appeal. A copy of that letter is attached as Exhibit D. On January 8, 2003, HDC timely sought review of the Executive Officer's rejection, stating three grounds of appeal. A copy of that letter is attached as Exhibit E. A review and analysis of each of the appeals follows.

HDC Appeal No. 1

HDC first appeals on grounds that its bid was unfairly evaluated and would have, but for such a material violation, been the lowest bid on the project. So far, HDC has provided no support for the claim that the bid was unfairly evaluated. Without such a showing by the appellant, there is no basis for the Council to uphold the appeal on this ground. Accordingly, if an appeal on this ground is rejected, it is likely that a reviewing court would uphold the rejection.

HDC Appeal No. 2

HDC's second ground of appeal argues that Metro's bid expressly required a brand name in violation of OAR 137-30-011 and ORS 279.017. Because Metro has not adopted the Oregon Attorney General's Model Rules of Contracting, the provisions of OAR 137-30-011 do not apply to Metro and cannot provide HDC with a basis of appeal. However, ORS 279.017 does apply to Metro. That statute, states in pertinent part:

> "Specifications for public contracts shall not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the product is exempt under subsection (2) of this section."

On its face, the statue appears to prohibit the use of a particular brand of fuel without making the specified findings. The diesel fuel RFB does not require any particular brand, but does require that "low sulfur, branded No. 2 diesel fuel" be available. Accordingly, the purchased fuel may be any brand-name fuel, which the solid waste staff contends will result in obtaining diesel fuel of a higher grade than would be obtained by buying unbranded fuel. Because the bid specification did not require a particular brand, but merely requires that the fuels provided be a "branded No. 2 diesel fuel," it does not appear to fit clearly within the requirements of ORS 279.017. While this matter may not be free from legal doubt, it appears that this ground of appeal is subject to rejection.

HDC Appeal No. 3

Finally, HDC argues that Metro failed to award the bid to the lowest responsible bidder pursuant to the provisions of ORS 279.029. HDC argues that under ORS 279.029, it is the lowest responsible bidder. However, the lowest responsible bidder designation depends on the bidder substantially complying with all prescribed procedures and requirements. As a general rule, in order for a bid to be acceptable, it must substantially conform to the terms of the invitation for the bids. If this were not the case, then price competition could not exist because the bidders would not be required to submit their offers with the same terms except for price.

It is uncontested that HDC submitted a bid containing a lower price. The dispute in this matter concerns whether HDC's bid met the required specifications. The staff determined HDC did not. In considering that dispute, at least two matters require the Council's review.

First, as noted above, the request for bids required bidders to furnish "detailed information on any service facilities, locations and procedures," including "submission of information sufficient to demonstrate compliance with the requirements of the Scope of Work, at the time of bid opening, to Metro's sole satisfaction." If the Metro Council determines this provision requires bidders to have all facilities constructed and in place at the time of bid opening, then HDC could not have been a responsive bidder, because it did not have its proposed facilities constructed when bids were opened.

If the Council determines that the "submission of information" language required only a bidder to submit information showing what its plans were, then the Council may examine HDC's plans to determine if the specifications were met.

It appeared to solid waste staff in reviewing the bid that HDC's proposed facilities would not meet the procurement's specifications for accommodating CSU trucks, for accessibility to high-pressure pumps and for queuing. To the contrary, Metro staff determined through review of the drawings submitted with the bid and by a site visit that even with the modifications, the facility would not easily accommodate the vehicles of Metro's transport contractor and would not meet the specifications in some circumstances. The staff also retained a transportation consultant to review its determination. The consultant that staff retained appears to have concurred, finding that access to the site is constrained, and that maneuvering and queuing on this site is difficult. The consultant's report is attached as Exhibit F.

In sum, for this ground of appeal, the Council considers whether HDC submitted "information sufficient to demonstrate compliance with the requirements of the Scope of Work, at the time of bid opening, to Metro's sole satisfaction." If the Metro Council determines that HDC's bid did not meet the specifications, HDC's third ground of appeal is subject to rejection and that rejection is likely to be upheld by a reviewing court.

CONCLUSION

HDC appeals the award of the contract in this matter because, notwithstanding its lower bid, the Staff and the Executive Officer concluded that HDC's bid did not meet the other specifications in the request for bids. If the Council finds that the request for bids required bidders to have facilities in place at the time bids were opened, it is undisputed that HDC did not have the facilities that Metro sought. Accordingly HDC's bid could be found non-responsive. If the request only requires that a bidder demonstrate at the time of bid opening how it will meet the specifications, the Council is entitled to determine whether HDC's proposal did so. If the Council finds that HDC's bid did not meet the specifications and therefore rejects the appeal, that determination would result in a final decision that is likely to be sustained by a reviewing court.

MDF/kaj
Attachments
cc: Mark Williams
Mike Hoglund
Peggy Coats
Dan Cooper

\\alex\work\attorney\confidential\docs#09.sw\10tnsprt.srv\23-2002 fuel rfb\021003 council memo.rtf

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797

EXHIBIT A

METRO

December 16, 2002

Rich Devin
Devin Oil Co., Inc.
P.O. Box G
Arlington, OR 97812

Dear Mr. Devin:

This letter shall serve as notice of conditional award for a contract for provision of diesel fuel to Metro as a result of your bid in response to RFP #03-1032-REM. The award is conditioned upon resolution of any appeal received regarding the award, as well as the subsequent proper execution of contract documents.

We will notify you as to the progress of this award and you may feel free to contact me for additional information.

Thank you for the bid regarding this project. Metro looks forward to continuing its excellent working relationship with your firm.

Sincerely:

Chuck Geyer
Principal Planner

CG:clk
cc: Jim Watkins, Engineering &Environmental Services Manager

S:\REM\GEYER\CWMISC\FUEL\DEVINLETTER12-16.DOC

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797

METRO

December 16, 2002

Mr. Doug Hattenhauer
Hattenhauer Distributing Co.
P.O. Box 1397
201 W. First Street
The Dalles, OR 97058

VIA Certified Mail
Return Receipt Requested
Showing Address Where Delivered

Dear Mr. Hattenhauer:

Thank you for your firm's bid on RFB #03-1032-REM for the provision of diesel fuel. Unfortunately, the bid was judged to be nonresponsive to the requirements of the RFB and is being rejected. Enclosed is the bid deposit submitted with the bid.

The bid is nonresponsive because the site does not have the required number of high pressure pumps, cannot be accessed from the north by two trucks for simultaneous fueling, and has inadequate queuing. These facts were documented in a test of your site in 1998 a copy of which is enclosed. The site has not been modified significantly since, as documented in an inspection on December 9, 2002 and so still does not comply with the requirements of the RFB contained in items #5, 6 and 7 of the Scope of Work.

We note that you have submitted concept drawings indicating modifications that you may undertake to attempt to comply with the requirements of the RFB. We appreciate that you recognize the current site does not meet our needs. We also appreciate your willingness to make site modifications. Unfortunately, Metro is not in a position to consider information that is prospective and conceptual. Accepting theoretical modifications and drawings compromise the public bidding process and create additional risk to the bidder and Metro. Since your bid did not comply with the requirements of the scope of work at the time of bid opening, it is deemed nonresponsive and must be rejected.

This letter shall also serve as notice of Metro's intent to award a contract to the Devin Oil Co. for this project.

This process was carefully performed. If you desire to appeal, a letter must be received by Metro's Procurement Officer within five working days of the postmarked date on this notice. Please state the rule upon which the appeal is being made.

Respectfully,

Chuck Geyer
Principal Planner

CG:clk
Enclosure: As stated
cc: Scott Moss, Metro Procurement Officer
Marv Fjordbeck, Senior Assistant Legal Counsel
Jim Watkins, Engineering & Environmental Services Manager

Exhibit A
Page 2 of 2

EXHIBIT B

CHANGE ORDER NO. 15
METRO CONTRACT NO. 900848

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND JACK GRAY TRANSPORT, INC.
ENTITLED
"WASTE TRANSPORT SERVICES"

PROJECT:	Waste Transport Services
METRO POC:	Jim Watkins, Engineering & Analysis Manager
CONTRACTOR POC:	Gary Goldberg, Executive V.P.

This Amendment is to Metro Contract No. 900848, entitled "Waste Transport Services," dated March 1, 1989 (herein, "Original Contract"). In exchange for the promises and other consideration set forth in the Waste Transport Services Contract and this Amendment, the Parties agree as follows:

1. Purpose. The purpose of this Amendment is for Metro to supply fuel for Contractor's "over the road" tractors while exclusively used in transporting solid waste for Metro.

2. Fuel Delivery Periods. The initial period covered by this Amendment shall be from the date on which Metro begins supplying fuel to Contractor until June 30, 1994. Subsequent periods shall begin on July 1 of each year and end on June 30 of each subsequent year, until termination of the Original Contract between the Parties.

3. Termination. (a) Either Party may terminate this Amendment by giving notice to the other no later than April 30 of any period (other than the initial period), of pending termination on June 30. Upon termination, Metro's per load payments to Contractor shall revert to the adjusted amount that would have been paid under the Original Contract, had this Amendment not been executed.

(b) If the Internal Revenue Service (IRS) contacts Contractor, either through audit or otherwise, and indicates that it may have to pay federal excise taxes on fuel provided by Metro under this amendment, Contractor shall immediately notify Metro and provide Metro with a copy of all correspondence received from the IRS. Once Metro confirms that the IRS has made such a contact, the parties shall cooperate to contest the IRS and/or to establish a reasonable date for terminating this amendment. In either case, at the point at which Metro determines not to contest the IRS further, Metro shall pay directly to the IRS all amounts required to be paid to the IRS related to fuel provided to Contractor under this amendment and used by Contractor in conformance with this amendment.

4. Amount of Fuel Provided.

(a) The amount of fuel provided by Metro to Contractor for Metro's sole and exclusive use shall be equal to the number of loads projected for the period times 58 gallons. The projected number of loads shall be established by written notice from Metro provided on or before April 30 of each year for the subsequent period. Metro may update such notice, in writing, as necessary throughout the period. Metro shall also provide notice to its fuel supplier of the amount of fuel that may be provided to Contractor.

(b) If Contractor requires more fuel per actual load than provided by this section 4, Contractor shall be responsible for purchasing the additional fuel required during that period and for payment of all applicable taxes.

5. Exclusive Use of Metro. Fuel supplied by Metro to the Contractor is to be used exclusively for the performance of the Contract, and Contractor shall ensure, and comply with all Metro-established safeguards to ensure, that fuel provided by Metro is used only for the performance of the Waste Transport Contract.

6. Per Load Payment Reduction.

(a) From the date on which Metro begins supplying fuel to Contractor through September 30, 1994, the per load unit price paid to the Contractor shall be $333.50.

(b) Beginning October 1, 1994, the per load unit price paid to the Contractor shall be $332.92. This per load unit price shall be adjusted in the same manner as Contractor's unit price is adjusted as specified in Article 12 of the general conditions.

7. Fuel Deliveries. Metro shall make fuel available in a manner reasonably acceptable to Contractor and reasonably consistent with historical service levels obtained by Contractor.

8. Effect of Amendment. Except as modified herein, all other terms and conditions of the Contract and previous Change Orders shall remain in full force and effect.

JACK GRAY TRANSPORT, INC.

Signature

Gary L. Gobleer Executive Vice Pres.
Print Name and Title

4-18-94
Date

METRO

Signature

Rena Cusma
Executive Officer
Print Name and Title

4-12-94
Date

1197

EXHIBIT C

FOSTER, PEACHEY & YOUNG, LLP
ATTORNEYS AT LAW
420 EAST THIRD STREET
THE DALLES, OREGON 97058
TELEPHONE: (541) 296-5474
FACSIMILE: (541) 296-5570

JAMES R. FOSTER
KATHERINE YOUNG

JOHN T. LEWIS (1925-1993)

THOMAS C. PEACHEY
JENNIFER A. HINMAN

December 19, 2002

**BY CERTIFIED MAIL AND REGULAR MAIL,
AND BY FACSIMILE TO: 503-797-1797**

Chuck Geyer
Principal Planner
METRO
600 N.E. Grand Avenue
Portland, Oregon 97232

Re: RFB# 03-1032-REM
Our Client: Hattenhauer Distributing Co.
Our File No.:02-1216

Dear Mr. Geyer:

Please be advised that this office represents Hattenhauer Distributing Company regarding RFB 03-1032-REM, a bid request for the provision of diesel fuel to Metro. As you are aware, Hattenhauer Distributing Company submitted a bid that was deemed to be nonresponsive to the requirements of the RFB and was therefore rejected.

Pursuant to the provisions of OAR 137-30-104 and Metro Administrative Rule no. 2.04.070, Hattenhauer Distributing Company hereby gives Notice of Appeal to the rejection of Hattenhauer Distributing Company's bid and the award of the bid to Devin Oil Company. This appeal is based upon the following grounds:

1. Hattenhauer Distributing Company's bid was unfairly evaluated and would have, but for such material violation, been the lowest bidder on the project. (OAR 137-30-104)

2. The rejection of the bid by Hattenhauer Distributing Company and the award of the bid to Devin Oil Co. was not impartial contrary to the provisions of ORS 279.005.

3. Metro's bid expressly required a brand name product in violation of ORS 279.017 and OAR 137-30-011 without the findings required by law.

4. Metro failed to award the bid to the lowest responsible bidder pursuant to the provisions of ORS 279.029.

5. Good cause did not exist to reject Hattenhauer Distributing Company's bid in violation of provisions of ORS 279.035.

Your letter to Mr. J. Douglas Hattenhauer of December 16, 2002, indicates that this bid was rejected as being non-responsive because Mr. Hattenhauer's company had not yet constructed the modifications that he proposed to meet and/or exceed all aspects of your bid specificatiojns. There is no provision in the Request for Bids that required construction of any modifications at the time of bid submission. Even if such a provision existed it would have been unreasonable under applied Oregon Law. If a supply contract requires 10,000 items to be delivered a year for 5 years would the supplier have to be in possession of 50,000 items at the time of bid to be in compliance? Certainly not.

It is interesting and instructive if you review the Bid documents that were the basis of the 1998 Bid for these same products. Page 5 of the Request for Bids provided as follows:

> "Bidder must be able to demonstrate compliance with requirements of the scope of work, at the time of bid opening, to Metro's satisfaction." (emphasis added)

This provision is not present in RFB # 03-1032-REM.

All of the site modifications proposed by our client could and would have been in existence had this bid properly been awarded to Hattenhauer Distributing Company by February 23, 2002. We will provide follow-up documentation shortly.

Your attention to this Notice of Appeal will be sincerely appreciated.

Very truly yours,

Thomas C. Peachey

TCP:sak

cc: Client

Exhibit C
Page 2 of 2

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797

EXHIBIT D

METRO

RECEIVED
JAN 03 2003
TIME:
METRO SERVICE DISTRICT
OFFICE GENERAL COUNSEL

January 3, 2003

Mr. Thomas Peachey
Foster, Peachey & Young
Attorneys at Law
420 East Third Street
The Dalles, OR 97058

Re: Notice of Rejection of Appeal of Hattenhauer Distributing Company
RFB O3-1032-REM
Your file No: 02-1216

Dear Mr. Peachey:

On December 16, 2002, Metro awarded a contract for the provision of diesel fuel to Devin Oil Company. By letter dated December 19, 2002, Hattenhauer Distributing Company (HDC) filed its notice of appeal of the contract award. I have reviewed the HDC appeal and the grounds submitted supporting it, and find that the appeal either relies on state administrative rules that are not applicable to Metro or is otherwise without merit. Accordingly, the appeal is rejected.

HDC sets forth five different grounds of appeal. Appeal No. 1 relies on the Attorney General's model public contracting rules set forth in Oregon Administrative Rules 137-30-104. As I have noted previously, the rules cited are not applicable to Metro. Accordingly, the appeal on this ground must be denied.

Appeal Nos. 2, 3, 4, and 5 allege violations of Oregon Competitive Bidding Statutes, which are applicable to Metro.

First, HDC alleges that both the rejection of the bid of HDC and the award of the bid to Devin Oil were not impartial, contrary to the provisions of ORS 279.005. The statute to which the company refers is a general policy statute requiring that public contracts be awarded impartially "to the maximum extent possible." The appeal does not provide any evidence for the claim of lack of impartiality. Without showing more, such a claim is insupportable, and is therefore rejected.

HDC next complains that Metro's Request for Bids expressly required a brand name in violation of ORS 279.017(1). On its face, this statue prohibits the use of a particular brand of fuel without making the specified findings. The RFB in this matter does not require a particular brand, but merely requires that fuel be branded. The staff of Metro's Regional Environmental Management Department believes

the branding fuel requirements will result in obtaining diesel fuel of a higher quality and with greater product warranties than it will obtain with unbranded fuel. Because the bid specification did not require a particular brand, but merely requires that the fuels provided be a brand name fuel, the RFB does not appear to fit within the requirements of ORS 279.017. Accordingly, this ground of appeal is rejected.

HDC next argues that Metro failed to award the bid to the lowest responsible bidder pursuant to the provisions of ORS 279.029. The designation of "lowest responsive bidder" depends on the bidder substantially complying with prescribed bidding requirements, including all applicable bid specifications. In this case, HDC's bid does not demonstrate the required compliance with the bid specifications. Accordingly, HDC cannot be the lowest responsible bidder.

The request for bids required each bidder to submit information sufficient to demonstrate compliance with the requirements of the Scope of Work to Metro's sole satisfaction. RFB 03-1032-REM at 7. Additionally, the request for bids states that noncompliance with the requirements of the Scope of Work, as judged by Metro's sole opinion, would result in rejection of the bid as non-responsive. Among other things, the Scope of Work requires that the site proposed in the bid be of sufficient size to accommodate the tractor-trailer combinations of Metro's transportation contractor; that the site have a sufficient number of high pressure pumps; and that queuing for four vehicles be available at all times on property owned or controlled by the bidder.

My staff has inspected the site and found that it does not presently meet these criteria. Moreover, the proposed changes to the site that are described and set forth in drawings included with the HDC bid also have been closely reviewed, and also do not demonstrate compliance with the bid specifications. To the contrary, the drawings submitted with the bid demonstrate that even with the modifications, the facility would not easily accommodate the vehicles of Metro's transport contractor and would not meet the specifications in some circumstances. Most notably, the drawings provided in the HDC bid disclose that access is constrained for northbound vehicles attempting to reach the proposed rear fueling positions. Those vehicles would run the risk of either colliding with a fence or a building on the property or running afoul of a ditch near the entrance. To avoid such collisions, northbound vehicles would be forced to perform backing maneuvers. In addition, the placement of fueling dispenser position 5 (as shown on the drawings submitted) would be in the truck turning path attempting to access fueling position 6. Finally, should any other large southbound truck be fueling from position 3 on the plans, they would block the egress of northbound trucks exiting from fueling position 6.

The proposed site modifications contained in HDC's bid also disclose difficulties for southbound vehicles. In particular, southbound trucks would not be able to queue on the property if the transporter's vehicles were fueling at the proposed fueling stations 2 and 3, because they would not be able to maneuver around vehicles located at those stations. The ability to queue is an explicit requirement of the bid specifications, which provided that "queuing for four CSU vehicles shall be available at all times" on the site. To access fueling position 2 while providing access to other fueling positions would likely place the turning path over the top of fueling dispenser 4.

In sum, HDC's bid is not responsive, because even if the changes proposed for the site were made, the site still would not meet the specifications of the proposal, especially with regard to access and

queuing. Accordingly, HDC cannot be the lowest responsive bidder, and therefore this ground of appeal is rejected.

HDC next appeals on grounds that good cause did not exist to reject the HDC bid in violation of the provisions of ORS 279.035. That statute provides, pertinently:

> "The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject any or all bids upon a finding of the agency it is in the public interest to do so."

HDC's appeal appears to misconstrue the ground for rejection. The HDC bid was not rejected for cause, but rather it was rejected because, as noted previously, the bid did not demonstrate compliance with the bid specifications. The "good cause" provisions in the statute do not arise in this matter. This ground of appeal is rejected.

Finally, although not stated as a ground for appeal, HDC notes that certain language from the 1998 request for bids for diesel fuel was not replicated in the 2002 RFB. Your attention is called to page 7 of RFB 03-1032-REM, which sets forth the submissions required of bidders, including "submission of information sufficient to demonstrate compliance with the requirements of the Scope of Work, at the time of bid opening, to Metro's sole satisfaction."

Because the appeal of HDC is not supported by either the Metro Code or Oregon public contracting law, it must be and hereby is denied. If HDC wishes to do so, it may appeal this decision in writing to the Metro Council within five working days from the postmarked date on this notice of rejection.

Sincerely,

/ for Mike Burton

Mike Burton
Executive Officer

MB\TP\mca
M:\rem\od\projects\TP010303TPfuelbid.doc

EXHIBIT E

FOSTER, PEACHEY & YOUNG, LLP

JAN 0 8 2003

ATTORNEYS AT LAW
420 EAST THIRD STREET
THE DALLES, OREGON 97058
TELEPHONE: (541) 296-5474
FACSIMILE: (541) 296-5570

JAMES R. FOSTER
KATHERINE YOUNG

JOHN T. LEWIS (1925-1993)

THOMAS C. PEACHEY
JENNIFER A. HINMAN

January 8, 2003

BY FACSIMILE AND CERTIFIED MAIL

Mike Burton
Executive Officer
METRO
600 NE Grand Avenue
Portland, Oregon 97232-2736

RE: RFB 03-1032-REM
Our File No.: 02-1216
Our Client: Hattenhauer Distributing Company
Appeal to Metro Council

Gentlemen:

I am in receipt of your letter dated January 3, 2003 and pursuant to the provisions of Oregon Administrative Rules and METRO Administrative rules, Hattenhauer Distributing Company hereby appeals your decision rejecting Hattenhauer Distributing Company's bid in the above-captioned matter and the award of the bid to Devin Oil Company. The appeal to Metro Council is based upon the following grounds:

1) Hattenhauer Distributing Company's bid was unfairly evaluated and would have, but for such material violation been the lowest bidder on the project;

2) Metro's bid expressly required a brand name product in violation of ORS 279.017 and OAR 137-30-011 without the findings required by law;

3) Metro failed to award the bid to the lowest responsible bidder pursuant to the provisions of ORS 279.029.

The simple analysis in this case is under the provisions of ORS 279.029 which require METRO to award the contract to the lowest responsible bidder. Hattenhauer Distributing Company was the lowest responsible bidder and therefore the award to Hattenhauer Distributing Company is

required unless Hattenhauer Distributing Company's proposal substantially and materially varied from the reasonable requirements set forth in the bid proposal. A determination that Hattenhauer Distributing Company's proposal to provide appeal pursuant to the terms of the agreement could be determined to be no more than creative interpretation as a basis to justify the award of the bid to Devin Oil. METRO has a responsibility to the taxpayers that support it to justifiably to pay more for a product that is purchased through the public bidding process.

"Sole satisfaction" as argued by METRO in defense of its award of bids must be based upon reasonable factors which do not exist in the present case. The drawing submitted by Hattenhauer Distributing Company demonstrates that access is not constrained for northbound vehicles attempting to reach the proposed rear fueling positions. They would not run the risk of either colliding with a fence or a building on the property or running afoul of a ditch unless the drivers were coming in blindfolded. An adequate radius is there for the turns to be made in clearing obstacles. No backing maneuvers would therefore be required. The bid required that the site to be a commercial card lock and therefore not exclusive to METRO and its contractor. The rationale used that any other southbound truck(s) or northbound truck(s) would also apply to the competitors fueling site as well as the queuing requirement.

Your cooperation in providing a copy of all bid documents submitted by Devin Oil and all specifications dictated by your trucking subcontractor will be appreciated.

Hattenhauer Distributing Company will present evidence to METRO Council that all of the reasonable requirements of queuing are addressed, met, and exceeded by the plans submitted by Hattenhauer Distributing Company.

Your attention at affording Hattenhauer Distributing Company an opportunity to be heard in this matter will be sincerely appreciated.

Very truly yours,

Thomas C. Peachey

TCP:sak

cc: Client

DKS Associates

1400 SW 5th Avenue, Suite 500
Portland, OR 97201
Phone: (503) 243-3500
Fax: (503) 243-1934

EXHIBIT F

3 3 A 9:59

December 31, 2002

Scott Moss
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

SUBJECT: Site Access Review of Hattenhauer Fueling Station on ORE 19 P02321-000

Dear Scott:

DKS Associates is pleased to submit review of the truck circulation and access needs for the Hattenhauer fueling station on ORE 19 south of Arlington. The station is located on the east side of ORE 19, a regional highway as designated by ODOT with posted speed of 55 miles per hour. Current (2001) traffic volume on ORE 217 is between 1000 and 2000 vehicles per day.

RFP #03-1032-REM provides specification of the types of trucks that need to be accommodated from CSU (see vehicle drawing in appendix). The fueling operation for these trucks takes about 10 to 13 minutes. The overall vehicle length is 68.5 feet. Page 15 of the RFP states that two trucks must be able to be fueled simultaneously (wait times not to exceed 10 minutes) and that two additional vehicles must be able to be queued on the site property at all times such that there are no trucks queued on ORE 19 at any time.

Based upon these requirements, we have reviewed both northbound and southbound approaches to access the station area. Between March and October, trucks would approach the site northbound from ORE 19 and in the winter months the trucks would be heading southbound as they approach the site. Because of this, the site must accommodate the queuing and access requirements in both directions. Standard truck turning templates for a sixty foot wheel base truck (which is essentially similar to the CSU trucks) were utilized in this preliminary review of the site. More detailed drawings can be provided later should they be necessary. The follow sections review northbound access, southbound access and general access related issues.

Northbound Access from ORE 19

Based upon review of truck turning capabilities, it may be possible for four trucks to be positioned on the site, off ODOT right-of-way. Access for trucks approaching the Hattenhauer site northbound on ORE 19 is constrained for the rear fueling positions (noted as positions 5 and 6 on the plans submitted). The placement of fueling dispenser position 5 (as shown on the drawings submitted) would be in the truck turning path. Additionally, fueling position 6 would require at least a 15 to 25 foot fueling hose to reach trucks that reach the fueling position

(depending upon the exact position of the vehicle at fueling). Due to the existing building on-site (the southeast corner of the building is critical) and the ditch adjacent to the utility pole on the southwest corner of the site, trucks would have to make a tight "S" turn to approach the fueling position 6 on the proposed plan. To avoid hitting the building or tracking into the ditch would require near perfect maneuvering by the truck drivers and any error would result in potential damage or backing maneuvers. The position of the fence/gate opening shown on the plans would be in the truck turning path.

Fueling position 4 only has 14 feet available between the fueling dispensing equipment. This requires that the trucks must enter on a near tangent configuration to access the fueling dispenser without tracking over the top of it. With a truck in fueling position 4, there is little available room for a second truck to access fueling position 1. Should the truck at position 4 not pull forward far enough, fueling position 1 would not be accessible. Again, near perfect maneuvering would be required to access fueling position 1.

Finally, should any other truck be fueling from position 3 on the plans, they would block the egress of northbound trucks exiting from fueling position 6.

Southbound Access from ORE 19

Adequate queuing could not be provided on the site for trucks approach southbound from ORE 19. Trucks utilizing fueling positions 2 and 3 would block access to the rear fueling position 5. With only about 70 feet between the property corner and the fueling island, there is not adequate space to position trucks to fuel, allow trucks to circulate behind them and then to be in position to exit without striking fueling dispensing equipment or building corners. Trucks utilizing fueling position 3 would have to maneuver their truck in a near perfect configuration each time to allow for the truck to approach the fueling position and then exit without striking the northwest corner of the on-site building or fueling equipment. Additionally, trucks exiting from the proposed fueling position 5 would track over a very wide area as they exit toward ORE 19 impacting the fence/gate location as shown in the drawing submitted; near perfect maneuvering to position the truck upon exit to avoid the ditch and utility pole on the southwest corner of the site would be required.

To access fueling position 2 would likely place the turn turning path over the top of fueling dispenser 4. The proximity of fueling position 4 to the ODOT right-of-way is such that the trailer of many trucks would likely be on or slightly over the ODOT right-of-way. While this would be out of the traveled way, this may be of concern to ODOT. While a truck could position itself to fuel in position 2 and not be in ODOT right-of-way or track over dispenser 4, the position of the truck would be in the turning path for any truck accessing fueling position 3 rendering it inaccessible.

General Access Issues

The review of truck maneuvering above assumes that no other vehicle is fueling on the site when CSU trucks arrive. Particularly for southbound trucks approaching the site, should other vehicles occupy fueling positions 2 and 3 prior to arrival, it is possible that there would be no queue space on the site. Additionally, the ability to store four CSU vehicles on the site would

not be possible should any other truck be fueling at position 3 prior to the arrival of an CSU truck. This order of arrival impacts the accessibility of this site.

The site also has vehicles parking on the site for other business. Parked vehicles adjacent to the on-site office/warehouse building (or for the adjacent site to the north) would negatively impact the truck maneuvering to access fueling positions.

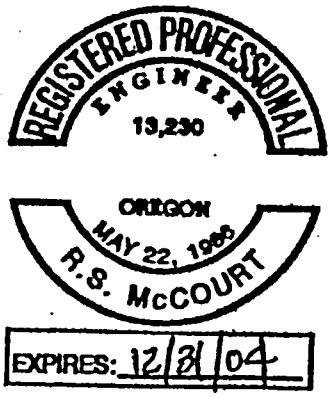
The truck turning maneuvers that were evaluated could only be executed at very slow speeds. Trucks on ORE 19 would have to slow substantially to speeds of 5 to 15 miles per hour to take the care necessary to execute the maneuvers precisely correct to avoid impacting fueling dispensers or on-site building/fences. Anticipating that each driver would be able to execute maneuvering with the precision required it not realistic given the wide range of drivers and operating conditions. The risk of damage to facilities on site (and trucks) would be very high.

The existing access spacing requirement for ORE 19 (a regional highway) is 990 feet per the 1999 Oregon Highway Plan. The Hattenhauer site has three permitted access points from ODOT for their current use. Since the site frontage to ORE 19 is only about 250 feet, conforming access would not be possible. Changes to the current access permits would only occur should the Hattenhauer site undertake changes to their current operation or buildings (requiring ODOT approval).

Based upon the review of truck maneuvering on the site, adequate queuing is not possible on the site when truck utilize fueling positions 2 and 3 in the southbound direction and the potential for damage to site fueling dispensers, buildings and fences is high given the proposed configuration and precision of maneuvering required to circulate on the site.

Sincerely,
DKS Associates
A Corporation

Ransford S. McCourt, PE, PTOE
Principal



Attachment
(bidder provided drawings and truck path sketches at approximately 1"=20').

X:/projects/2002/P02xx-000/letter review F 12-31-02.doc

021303c-04

SCOPE OF WORK

I. BACKGROUND/HISTORY OF PROJECT

In 1991, Metro began transporting solid waste generated in the region to the Columbia Ridge Landfill located in Gilliam County, Oregon approximately 150 miles east of Portland, Oregon. Transport of the waste is provided through a contract with CSU, Inc..

Loads of waste to be transported are prepared at Metro transfer stations by compactors. One transfer station is located in Oregon City (Metro South Station) and the other in northwest Portland (Metro Central Station). A load of waste is 7 x 7 x 39 feet in size and weighs about 30.6 tons. In calendar year 2001, CSU transported 19,460 loads of waste from the transfer stations to the Columbia Ridge Landfill.

The typical CSU driver transports two loads per day. Beginning at the landfill, a driver takes an empty trailer to a transfer station, picks up a full trailer which is transported to a staging area located in Rufus. At the staging area, an empty trailer is picked up for another trip to a transfer station, where a full trailer is picked up and transported to the landfill. Full trailers left at the staging area in Rufus are shuttled to the landfill. Several tractors are based at the Metro Central Station, the rest are based at the landfill.

From March through October, the tractors are generally fueled at the beginning of a driver's shift at a cardlock located on HWY 19 between the landfill and the city of Arlington. During winter conditions, the landfill-based vehicles are fueled after leaving the staging area so that they are fully fueled during the night at the landfill. This helps prevent fuel system problems due to freezing temperatures.

CSU utilizes approximately 32 tractors and 200 trailers. The tractors are Standard Peterbilt 378 three-axle conventionals with a 262 inch wheel base, plus a drop axle. The trailers are 48 foot Fruehaufs. Engines are a combination of 425 hp Cat 3406C ATAAC mechanical diesels and Cat's new electronic 3406-rated 435 hp with 1,650 pounds per foot of torque. They drive through Fuller Super 10 transmissions and Rockwell 3.90 rearends. Each tractor is equipped with one, 120 gallon fuel tank which is accessed from the driver's side. A drawing of the tractor and trailer is contained in the Appendix.

The original waste transport contract provided that the waste transport contractor purchase all the fuel to be used in performance of the work. In April 1994, Metro began to purchase the fuel used by the transport contractor for its over-the-road vehicles through a modification of the contract. Metro proposed this modification to realize substantial cost savings. These cost savings are incurred because Metro is a political subdivision of the state of Oregon and as such is exempt from payment of federal fuel excise taxes.

As part of this modification to the waste transport contract, Metro agreed to provide the fuel to waste transport contractor "in a manner ... reasonably consistent with historical service levels.::." In 1993, the waste transport contractor purchased approximately 1.4

million gallons of fuel for use by its over-the-road vehicles. About 95% of the fuel was purchased from a cardlock located in Gilliam County, on HWY 19 between the City of Arlington and the landfill. The remaining amount was purchased from cardlocks in Troutdale and Oregon City, Oregon. Metro has continued to purchase fuel in the same proportions since 1994, and plans to do so under this contract.

Since the cardlocks currently in use also supply fuel to customers who must pay the federal excise tax, the cardlock must pay the excise tax on Metro fuel when purchased from a terminal and request a refund of the tax from the federal government. The vendor must therefore be a "registered ultimate vendor" under IRS rules and comply with all IRS rules.

Detailed information on fuel purchases is located in the Appendix. While fuel has been, and still must be in the future, available on a 24 hour, seven day a week basis, most of the fuel purchases occur during the weekday. No. 2 low sulfur diesel fuel is used exclusively, except when weather conditions" require "blending" to achieve non-gel operation.

The current agreements for the provision of fuel expire February 22, 2003. This RFB is intended to result in replacement agreements taking effect on February 23, 2003.

II. SCOPE OF WORK/SCHEDULE

Metro is seeking bids from qualified firms to perform the following services and to deliver the products described below.

1. Low sulfur, branded No. 2 diesel fuel shall be available 24 hours per day, seven days a week, from a commercial cardlock. The cardlock must be located on HWY 19, between the City of Arlington and Cedar Springs Road.

2. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.

3. Fuel shall be winterized during cold weather to ensure 100% non-gel operation by blending with low sulfur heating fuel #1 or use of chemical additives. Contractor shall be liable for damages caused by fuel that is not properly winterized.

4. If the cardlock is disabled, Contractor shall provide fuel through a delivery truck with a meter and issue hand written receipts until the cardlock is operational. The delivery truck shall dispense fuel either at the cardlock or another location acceptable to Metro and CSU. The cost and quality of fuel supplied in this manner shall be the same as if the cardlock was available, except that the Contractor may pass through to Metro any additional, documented costs due to

this alternative fueling method, if the disabling of the cardlock was beyond the control of the Contractor, as determined by Metro in its sole opinion.

5. The site proposed in the Bid must be a commercial cardlock in compliance with all applicable regulations and of sufficient size to accommodate CSU tractor trailer combinations as described in the Appendix. The site must have restrooms, water, and emergency phone services available; be well lit, clean and be in an open area as to provide a safe environment for 24-hour use by CSU drivers.

6. The site shall have a minimum of two high pressure pumps available for fueling on the driver's side of the tractor regardless of the point of entry (i.e. accessing the site from the north or south). These pumps must be accessible for simultaneous fueling by a minimum of two CSU vehicles. Wait times, for these two vehicles, to access pumps should not exceed 10 minutes.

7. Queuing for four CSU vehicles shall be available at all times on property owned or controlled by the Bidder at the proposed site. Two of the four CSU vehicles may be fueling as required under item #6 in satisfaction of this queuing requirement. Queuing, for the four vehicles, must be available at all times at the site to ensure no CSU vehicles are queued on HWY 19 at any time.

8. Fuel shall be accessed through the use of a card assigned to a specific tractor. The system shall be programmable to limit purchases per use and to record the invoice information described below. Contractor shall be able to cancel access to fuel within 24 hours notice from Metro, either system-wide or on an individual card basis. Contractor shall provide cards to Metro (or a designated party at CSU) to access the system within 4 working days of a request.

9. Contractor's invoice shall contain the following information:

   - For each transaction by card:

     Date / time / tractor # / odometer reading / m.p.g. / # of gallons / price per gallon / total price

   - At the end of the invoice the following summary information for the invoice period shall be included: **Total gallons / total charge**

10. Payment/Bid Assumptions:

    - No excise tax will be charged to Metro (contractor will have to pay excise tax if applicable and obtain a refund from IRS)

    - Metro payment within 10 working days of receipt of an invoice

- Payment to the Contractor shall be based upon the "base cost" for #2 low sulfur diesel, plus the "markup" as bid on the bid sheet, plus winterization costs

- For the purposes of payment, the "base cost" for #2 low sulfur diesel during any given week Thursday through Wednesday) shall be an average of branded prices as published in the weekly newsletter of the Oil Price Information Service, for the City of Portland for branded #2 low sulfur diesel[1]. The newsletter price is available electronically on Friday, and the published price shall apply to the period beginning with the preceding Thursday. Metro will make this price available to the Contractor.

Example: Metro receives the OPIS newsletter on Friday, July 10th, and the appropriate branded #2 low sulfur diesel average is $.65/gal. This is the "base cost" to which Metro will add the "markup" bid, to make payment for fuel purchases during the period July 9th through and including July 15th.

- The "markup" price bid on the bid sheet shall be added to the "base cost" as reimbursement for each gallon of fuel purchased under this contract. The markup price should include all freight, overhead, profit, load fees, any applicable taxes (except federal excise) and lifting fees, the Contractor wishes to be reimbursed for above the base cost of fuel. The markup shall be no more than 3 decimal places. The markup price will not change during the contract period, except for cost changes due to State or Federal fuel taxes or fees (except the federal excise tax) which will increase or decrease the markup price upon implementation.

Example: Contractor has the following costs $0.048 (freight from Portland) + $0.030 (profit and overhead) + $0.010 (applicable taxes and lifting fees). The "markup" bid would be $.088/gallon. Total reimbursement (except in the case of winterization costs) would be the markup plus the OPIS price for the week. Using the example for the base cost above of $.650, the Contractor would receive $.738 per gallon for each gallon supplied to Metro during the example period of July 9th through July 15th.

- Contractor shall be reimbursed for costs incurred to meet the following winterization specifications. Contractor shall winterize the fuel as appropriate and determine the corresponding "blend" of #1 low sulfur heating oil which would have been required for the period (Thursday through Wednesday). Utilizing the price published in the weekly newsletter of the Oil Price Information Service, for the City of Portland - "Average", Metro will compensate the Contractor for its winterization costs. An example of the OPIS index is contained in the Appendix.

[1] See Appendix for an example of the index.

Example: If a blend of 30% #1 low sulfur heating oil would have been needed (even if chemical additives were substituted), and the published cost of this fuel was $.12 per gallon more than #2 low sulfur diesel, the Contractor would receive an additional $.036 per gallon payment for the week.

11. Within 10 business days from the initial provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of $25,000. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

12. Price Escalation- No increase in the markup price will be granted during the contract term.

13. Term - The term of this agreement shall be for a period of February 23, 2003 to December 31, 2007.

III. Payment, Billing and Term.

Contractor shall provide services for a maximum price not to exceed _____ _____AND NO/100 DOLLARS ($_____). The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement as specified in the Scope of Work and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 10 working days of receipt of an approved billing statement.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 24 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

021303c-05

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

PERMIT NUMBER
09A 35023

HIGHWAY NAME: John Day Highway Route 19		MILEPOINT: 1.609	ENGINEERS STATION: 76+75
HIGHWAY NUMBER: 5	COUNTY: Gilliam	SIDE OF HIGHWAY: ☐ NORTH ☒ EAST ☐ SOUTH ☐ WEST	APPROACH TO SERVE: Fuel Dist
BETWEEN OR NEAR LANDMARKS: Arlington AND Cedar Springs Road		HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS: R/W Map 10B-5-5	
APPLICANT NAME AND ADDRESS: J.D. & Mary Lee Hattenhauer 413 W 1st PO Box 499 The Dalles, OR 97058		BOND REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(6)	AMOUNT OF BOND: $ n/a
		INSURANCE REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(3)	☐ ADMINISTRATIVE FEE ☐ TEMPORARY DEPOSIT
		AMOUNT: $ n/a	CHECK NUMBER: n/a
		DISTRICT MAINTENANCE SUPERVISOR: X Sam T. Wilkins, Jr	DATE COMPLETE APPLICATION RECEIVED: 9-7-94
		REGION ENGINEER: X	DATE
		UTILITY PERMIT SUPERVISOR: X	APPROVAL DATE
APPLICANT: X J. D. Hattenhauer	APPLICATION DATE: 3/25/94	APPROACH ROAD COMPLETION DATE: REFERENCE: OAR 734-50-050(4)	12-31-93

The applicant declares that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. When this application is approved by the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto; and the terms of Oregon Administrative Rule, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rule may be obtained from the District Maintenance Supervisor's office.

Issuing of permits under these regulations is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permits are issued subject to the approval of city, county or other governmental agencies having either joint supervision over the section of highway or authority to regulate land use by means of zoning and/or building regulations. It shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the statewide planning goals. (OAR 734-50-055)

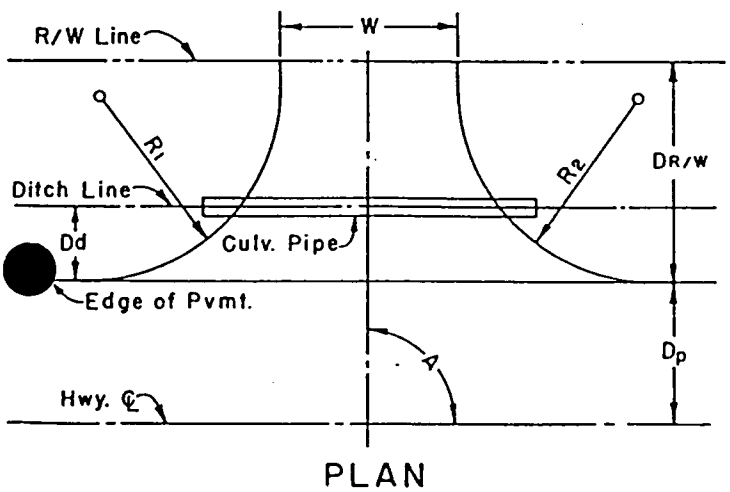
SPECIAL PROVISIONS

1—If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE	TITLE	DATE
X		

2—The applicant or his contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and after completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 565-3466

TYPE 2 APPROACH ROAD — PAVED



PLAN

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specification for Highway Construction.

W = 32'	R_1 =	R_2 =	A =
D_P =	D_d =	$D_{R/W}$ =	

CULVERT PIPE REQUIRED? ☐ YES ☐ NO

TYPE

DIAMETER (INCHES)	LENGTH (FEET)

STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
STONE LEVELING COURSE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
ASPHALTIC CONCRETE	CLASS	COMPACTED THICKNESS (INCHES)

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

HIGHWAY DIVISION

PERMIT NUMBER: 09A 35022

HIGHWAY NAME: John Day Highway Route 19		MILEPOINT: 1.593	ENGINEERS STATION: 75+90
HIGHWAY NUMBER: 5	COUNTY: Gilliam	SIDE OF HIGHWAY: ☐ NORTH ☒ EAST ☐ SOUTH ☐ WEST	APPROACH TO SERVE: Fuel Dist.
BETWEEN OR NEAR LANDMARKS: Arlington AND Cedar Springs Road		HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS: R/W Map 10B-5-5	
APPLICANT NAME AND ADDRESS: J.D. & Mary Lee Hattenhauer 413 W 1st PO Box 499 The Dalles, OR 97058		BOND REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(6)	AMOUNT OF BOND: $ n/a
		INSURANCE REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(3)	☐ ADMINISTRATIVE FEE ☐ TEMPORARY DEPOSIT
		AMOUNT: $ n/a	CHECK NUMBER: n/a
		DISTRICT MAINTENANCE SUPERVISOR: X Sam F. Wilkins, Jr	DATE COMPLETE APPLICATION RECEIVED: 9-7-94
		REGION ENGINEER: X	DATE:
		UTILITY PERMIT SUPERVISOR: X	APPROVAL DATE:
APPLICANT: X J.D. Hattenhauer	APPLICATION DATE: 3/25/94	APPROACH ROAD COMPLETION DATE: REFERENCE: OAR 734-50-050(4)	12-31-93

The applicant declares that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. When this application is approved by the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto; and the terms of Oregon Administrative Rule, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rule may be obtained from the District Maintenance Supervisor's office.

Issuing of permits under these regulations is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permits are issued subject to the approval of city, county or other governmental agencies having either joint supervision over the section of highway or authority to regulate land use by means of zoning and/or building regulations. It shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the statewide planning goals. (OAR 734-50-055)

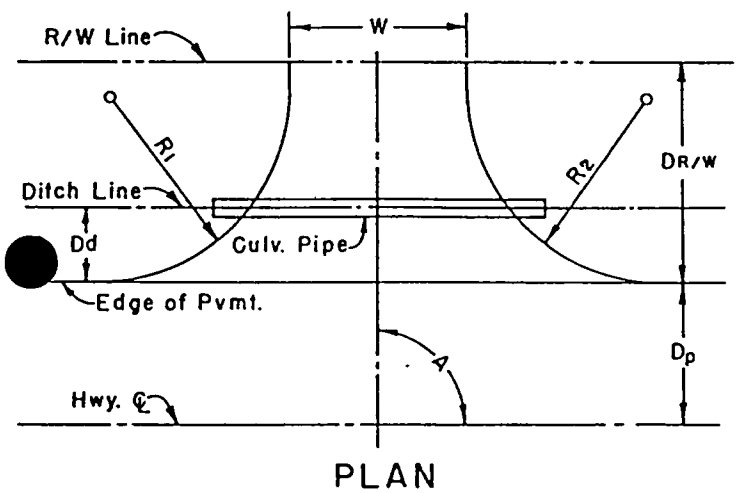
SPECIAL PROVISIONS

1—If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE	TITLE	DATE
X		

2—The applicant or his contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and after completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 565-3466

TYPE 2 APPROACH ROAD — PAVED



PLAN

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specification for Highway Construction.

W = 24'	R_1 =	R_2 =	A =
D_P =	D_d =	$D_{R/W}$ =	

CULVERT PIPE REQUIRED? ☐ YES ☐ NO

TYPE

DIAMETER (INCHES)	LENGTH (FEET)

STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
STONE LEVELING COURSE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
ASPHALTIC CONCRETE	CLASS	COMPACTED THICKNESS (INCHES)

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

HIGHWAY DIVISION

PERMIT NUMBER: 09A 35021

HIGHWAY NAME: John Day Highway Route 19		MILEPOINT: 1.576	ENGINEERS STATION: 75+00
HIGHWAY NUMBER: 5	COUNTY: Gilliam	SIDE OF HIGHWAY: ☐ NORTH ☒ EAST ☐ SOUTH ☐ WEST	APPROACH TO SERVE: Fuel Dist.
BETWEEN OR NEAR LANDMARKS: Arlington AND Cedar Springs Road		HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS: R/W Map 10B-5-5	
APPLICANT NAME AND ADDRESS: J.D. & Mary Lee Hattenhauer 413 W 1st PO Box 499 The Dalles, OR 97058		BOND REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(6)	AMOUNT OF BOND: $ n/a
		INSURANCE REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(3)	☐ ADMINISTRATIVE FEE ☐ TEMPORARY DEPOSIT
		AMOUNT: $ n/a	CHECK NUMBER: n/a
		DISTRICT MAINTENANCE SUPERVISOR: X Sam L. Wilkins, Jr	DATE COMPLETE APPLICATION RECEIVED: 9-7-94
		REGION ENGINEER: X	DATE:
		UTILITY PERMIT SUPERVISOR: X	APPROVAL DATE:
APPLICANT: X J.D. Hattenhauer	APPLICATION DATE: 3/25/94	APPROACH ROAD COMPLETION DATE: REFERENCE: OAR 734-50-050(4)	12-31-93

The applicant declares that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. When this application is approved by the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto; and the terms of Oregon Administrative Rule, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rule may be obtained from the District Maintenance Supervisor's office.

Issuing of permits under these regulations is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permits are issued subject to the approval of city, county or other governmental agencies having either joint supervision over the section of highway or authority to regulate land use by means of zoning and/or building regulations. It shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the statewide planning goals. (OAR 734-50-055)

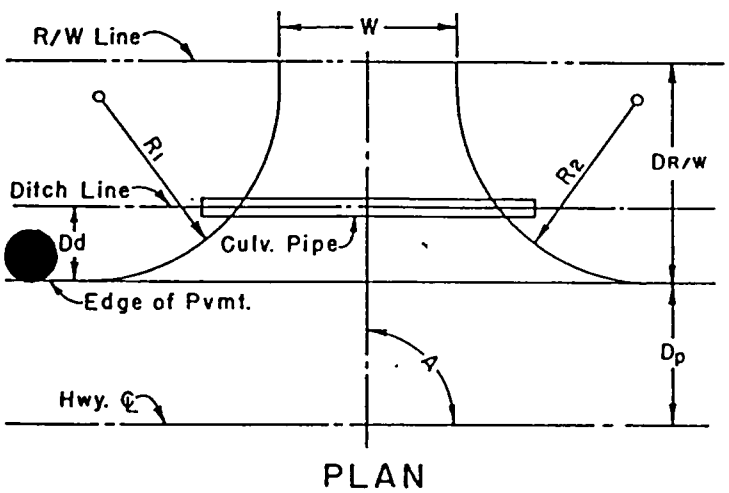
SPECIAL PROVISIONS

1—If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE	TITLE	DATE
X		

2—The applicant or his contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and after completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 565-3466

TYPE 2 APPROACH ROAD — PAVED



PLAN

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specification for Highway Construction.

W = 32'	R_1 =	R_2 =	A =
D_P =	D_d =	$D_{R/W}$ =	

CULVERT PIPE REQUIRED? ☐ YES ☐ NO

TYPE		
DIAMETER (INCHES)	LENGTH (FEET)	
STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
STONE LEVELING COURSE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
ASPHALTIC	CLASS	COMPACTED THICKNESS (INCHES)

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

OREGON DEPARTMENT OF TRANSPORTATION — HIGHWAY DIVISION

PERMIT NUMBER: 09A 35019

HIGHWAY NAME: John Day Highway Route 19		MILEPOINT: 1.778 & 1.857	ENGINEERS STATION: 85+71 & 89+85
HIGHWAY NUMBER: 5	COUNTY: Gilliam	SIDE OF HIGHWAY: ☐ NORTH ☒ EAST ☐ SOUTH ☐ WEST	APPROACH TO SERVE: Fuel Distributor
BETWEEN OR NEAR LANDMARKS: Arlington AND Cedar Springs Road		HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS: R/W Map 10B-5-5	
APPLICANT NAME AND ADDRESS: Devin Oil Condon Hwy Arlingotn, OR 97812		BOND REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(6)	AMOUNT OF BOND: $ n/a
		INSURANCE REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(3)	☐ ADMINISTRATIVE FEE ☐ TEMPORARY DEPOSIT
		AMOUNT: $ n/a	CHECK NUMBER: n/a
		DISTRICT MAINTENANCE SUPERVISOR: X Sam L. Wilkins, Jr	DATE COMPLETE APPLICATION RECEIVED: 9-7-94
		REGION ENGINEER: X	DATE:
		UTILITY PERMIT SUPERVISOR: X	APPROVAL DATE:
APPLICANT: X Devin D. Devin	APPLICATION DATE: 3-17-94	APPROACH ROAD COMPLETION DATE: REFERENCE: OAR 734-50-050(4)	12-31-93

The applicant declares that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. When this application is approved by the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto; and the terms of Oregon Administrative Rule, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rule may be obtained from the District Maintenance Supervisor's office.

Issuing of permits under these regulations is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permits are issued subject to the approval of city, county or other governmental agencies having either joint supervision over the section of highway or authority to regulate land use by means of zoning and/or building regulations. It shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the statewide planning goals. (OAR 734-50-055)

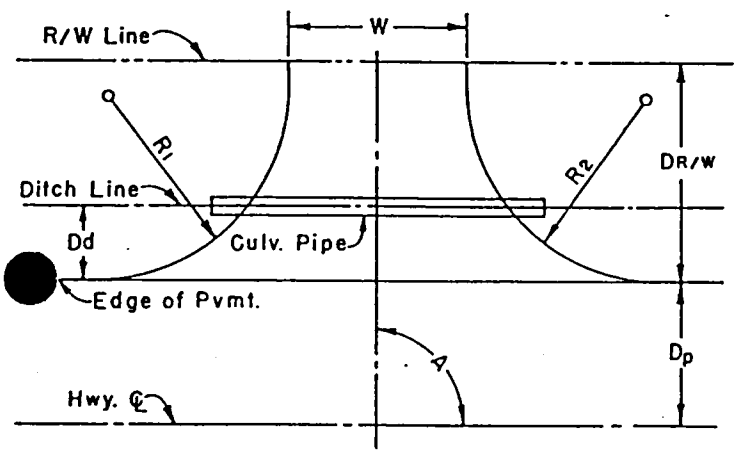
SPECIAL PROVISIONS

1—If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE	TITLE	DATE
X		

2—The applicant or his contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and after completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 565-3466

TYPE 2 APPROACH ROAD — PAVED



PLAN

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specification for Highway Construction.

85+71=35' W=89+85=32'	R_1 =	R_2 =	A =
D_P =	D_d =	$D_{R/W}$ =	

CULVERT PIPE REQUIRED? ☐ YES ☐ NO

TYPE

DIAMETER (INCHES)	LENGTH (FEET)

STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
STONE LEVELING COURSE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
ASPHALTIC CONCRETE P V	CLASS	COMPACTED THICKNESS (INCHES)

APPLICATION AND PERMIT TO CONSTRUCT APPROACH ROAD

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

PERMIT NUMBER
09A 35036

HIGHWAY NAME: John Day Highway Route 19		MILEPOINT: 1.742 & 1.771	ENGINEERS STATION: 83+75 & 85+30
HIGHWAY NUMBER: 5	COUNTY: Gilliam	SIDE OF HIGHWAY: ☐ NORTH ☒ EAST ☐ SOUTH ☐ WEST	APPROACH TO SERVE: Fuel Distributor
BETWEEN OR NEAR LANDMARKS: Arlington AND Cedar Springs Road		HIGHWAY REFERENCE MAP AND ATTACHED DRAWING NUMBERS: R/W Map 10B-5-5	
APPLICANT NAME AND ADDRESS: Devin Oil Condon Hwy Arlington, OR 97812		BOND REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(6)	AMOUNT OF BOND: $ n/a
		INSURANCE REQUIRED: ☐ YES ☒ NO REFERENCE OAR 734-50-025(3)	☐ ADMINISTRATIVE FEE ☐ TEMPORARY DEPOSIT
		AMOUNT: $ n/a	CHECK NUMBER: n/a
		DISTRICT MAINTENANCE SUPERVISOR: X Sam L. Wilkins, Jr.	DATE COMPLETE APPLICATION RECEIVED: 9-7-94
		REGION ENGINEER: X	DATE
		UTILITY PERMIT SUPERVISOR: X	APPROVAL DATE
APPLICANT: X [signature]	APPLICATION DATE: 3-17-94	APPROACH ROAD COMPLETION DATE: REFERENCE: OAR 734-50-050(4)	12-31-93

The applicant declares that he/she is the owner or lessee of the real property adjoining the above described highway and has the lawful authority to apply for this permit. When this application is approved by the Department of Transportation, the applicant is subject to the terms and provisions contained herein and attached hereto; and the terms of Oregon Administrative Rule, Chapter 734, Division 50, which is by this reference made a part of this permit. Copies of the Rule may be obtained from the District Maintenance Supervisor's office.

Issuing of permits under these regulations is not a finding of compliance with the statewide planning goals or the acknowledged comprehensive plan for the area. Permits are issued subject to the approval of city, county or other governmental agencies having either joint supervision over the section of highway or authority to regulate land use by means of zoning and/or building regulations. It shall be the applicant's responsibility to obtain any such approval including, where applicable, local government determination of compliance with the statewide planning goals. (OAR 734-50-055)

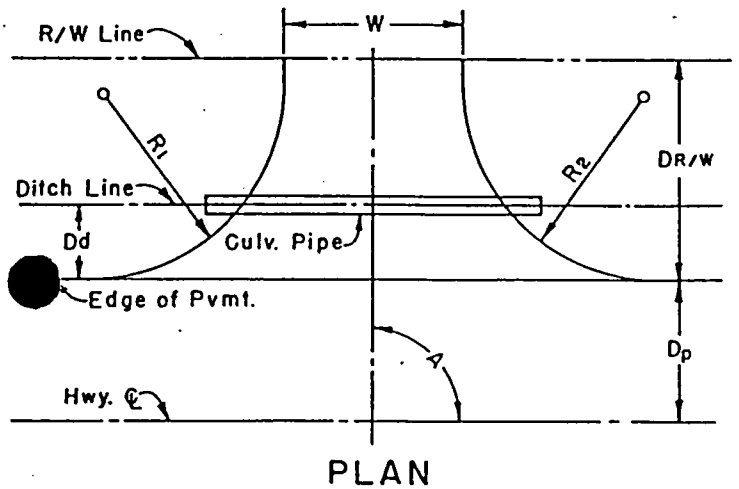
SPECIAL PROVISIONS

1—If the proposed application requires traffic control devices and/or special road construction, the applicant shall provide a copy of this application to the affected local government. The original application must be signed by the local government official.

LOCAL GOVERNMENT OFFICIAL SIGNATURE	TITLE	DATE
X		

2—The applicant or his contractor shall notify the District Maintenance Supervisor's office at least 48 hours in advance of commencing work and after completing the work covered by this permit. (OAR 734-50-040) Telephone Number: 565-3466

TYPE 2 APPROACH ROAD — PAVED



PLAN

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specification for Highway Construction.

W = 24'	R_1 =	R_2 =	A =
D_P =	D_d =	$D_{R/W}$ =	

CULVERT PIPE REQUIRED? ☐ YES ☐ NO

TYPE

DIAMETER (INCHES)	LENGTH (FEET)

STONE BASE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
STONE LEVELING COURSE	SIZE AND TYPE	COMPACTED THICKNESS (INCHES)
ASPHALTIC CONCRETE PAVEMENT	CLASS	COMPACTED THICKNESS (INCHES)

021303c-06

Presentation for Hattenhauer Appeal

Introduction
Chuck G.
Randy McCord- a licensed engineer with DKS Associates, a traffic engineering firm hired to assist us with the technical review of the Hattenhauer site.

Overview
In our presentation today we will cover

- A brief history of why we are purchasing the fuel
- A review of the procurement process and its technical requirements
- I will then show you some slides of the two sites and why the Hattenhauer site, in the opinion of staff does not meet the technical requirements of the RFP
- Randy will then lead you through a technical discussion of the Hattenhauer site and its problems
- We will then be happy to answer any questions.

History (I would first like to give you a brief history of the site)

- In 1991, we began a 20-year contract to haul waste from Metro's transfer station, 150 miles one- way to the Columbia Ridge Landfill began delivering waste. In the contract, the Contractor provides the fuel through per load price paid by Metro.

- The Contractor consumes over a million gallons of fuel per year and make 10,000 fueling stops a year. A trend that continues today

- In 1993, the Contractor informs us that if Metro purchases the fuel, it will not need to pay the federal excise tax of $0.244/gallon. The contractor cannot share these savings, but would lower its risk from fuel price escalations. So in 1994 Metro executes CO 15 that also reduces the per load payment to the Contractor.

- In the change order, Metro agrees to purchase the fuel and **"make fuel available in a manner reasonably consistent with historical service levels obtained by Contractor"**. Metro and the contractor then entered into discussions to determine the specifications meeting the historical service levels expected.

- The main requirements we agreed to were
  - Fuel provided at a commercial cardlock on HWY 19 between Arlington and the landfill
  - Ability to fuel two trucks simultaneously with high-pressure pumps
  - Off road queuing for a total of four trucks. The queuing must be available **at all times** on property owned or controlled by the bidder.
  - Ability to access the site from the north or south
  - Allow our Contractor to use the site safely

- In 1994, Metro conducted the first of three procurements using a RFP (3 respondents)
- The 1998 procurement used a low-bid (the same as this procurement) low bid was rejected for non-compliance with specifications, appeal (by Hattenhauer) was rejected

- Metro has saved over three million dollars by purchasing the fuel, averaging 370,000 per year. That is why we are purchasing the fuel.

Current Procurement

- As in the past, the current bid was structured so that the bidder submitted a markup over the average price of branded diesel fuel, the cost of the fuel is treated as a pass through essentially.
-
- The markup is to cover the bidders costs and profit.
-
- The bid submitted by Hattenhauer was $0.072. Devin's bid was $0.075 (a difference of $3,000 annually, although over a million dollars per year is paid to the fuel supplier).
- In addition to submitting a price, bidders were required to demonstrate the site met the specifications contained in the RFB.
-
- The Devin site was really not at issue since it had been the main supplier since the early 1990's and as you will see from the photos clearly exceeds the requirements.
-
- The Hattenhauer bid contained drawings that were meant to demonstrate compliance with the specifications. **What we expected is that site would be in compliance before** submission of the bid so that we could test it with actual trucks. Instead we tried to determine compliance based on the information submitted as well as earlier testing of the site.
-
- First I would like to orient you to the site by **using this drawing provided with the firm's bid**.
  - A couple of things I would like to point out
    - Pumps 3,4,5 and 6 do not currently exist
    - In addition, the site is also a retail gasoline station where passenger vehicles fuel

Slide # 1/#2, please feel free to interrupt at any time as I go through these there are slides.

Slides one and two show the 150 mile journey from Portland to the landfill. (Show the location of the fueling points called cardlocks) They are only located about a mile from each other.

Slide #3 –6

The next series of slides are of our current supplier's site, Devin Oil, at approximately 11:30 on a Monday, December 9th. One of the busiest fueling times of the day. As you can see there is more than adequate queueing room available and access is not an issue even with trucks going both ways.

Slide # 7

This is a view of the Hattenhauer site as you are traveling South on Hwy 19 toward the landfill. The picture was taken at about 11 am on a Monday. You can see in the picture two passenger vehicles. Passenger vehicles are common at the site because it is a retail gas station as well as a commercial cardlock. These pictures were also taken at about 11:30 am on December 9th.

These would prohibit the site accommodating four CSU vehicles. Later I'll show you what happens when this is the case.

Slide #8

This is the view travelling north from the landfill towards Arlington. Again it is about 11-11:30 in the morning which is one of the peak fueling periods for CSU when four trucks are likely to show up. I want point out that just before the building is the entrance proposed to access the back of the lot. As you can see there are four passenger vehicles on the site that would prohibit compliance with the access and queuing requirements of the RFB.

Slide #9

This is the first of four slides of a test we conducted in 1998 of the site using loaded CSU vehicles. These vehicles are about 68 feet long and weigh up to 96,000 pounds carrying 30 ton payloads. Notice in this picture a person standing by the telephone pole. This one of three spotters we finally positioned after two previous attempts to get the vehicle in without hitting the pumps.

Slide # 10

Here it comes. Notice the skid marks from our previous attempts where the vehicle began to slide into the pumps and we had to back out onto HWY 19.

Slide #11

We are around the pumps.

Slide #12

Now we are leaving the site. I'd like to point out the lack of clearance.

Slide # 13

We are clear. So it can be technically done. But we did not then, nor do we now, believe this is appropriate clearance.

Slide #14

This is a slide taken about two weeks ago. In it CSU is using the Hattenhauer site due to a computer malfunction at the Devin cardlock. The truck is waiting because the site is full with two CSU trucks and a passenger car. Note the ditch by the telephone pole which Randy will talk about later.

Slide #15

Another view of a waiting truck.

Slide#16

This is a large dump truck rig passing in the oncoming lane. The posted speed limit is 55MPH. This is why we have the queuing requirement.

That concludes my portion of the presentation I'd like to turn it over to Randy McCord of DKS Associates for a technical discussion of the Hattenhauer submittal.

Randy's Presentation

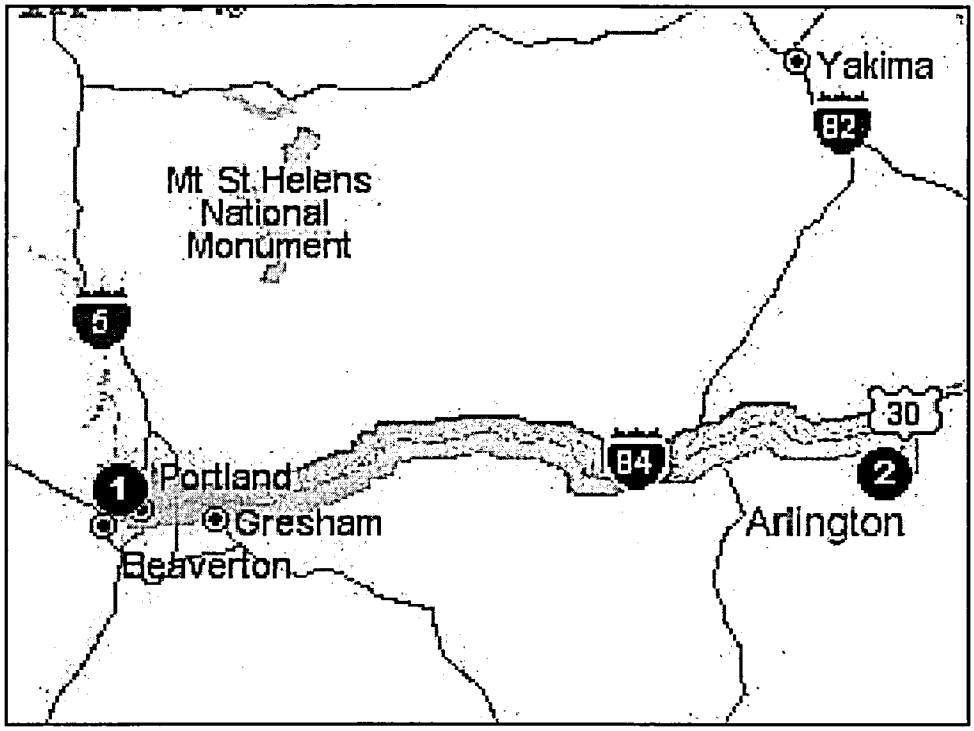
Summary

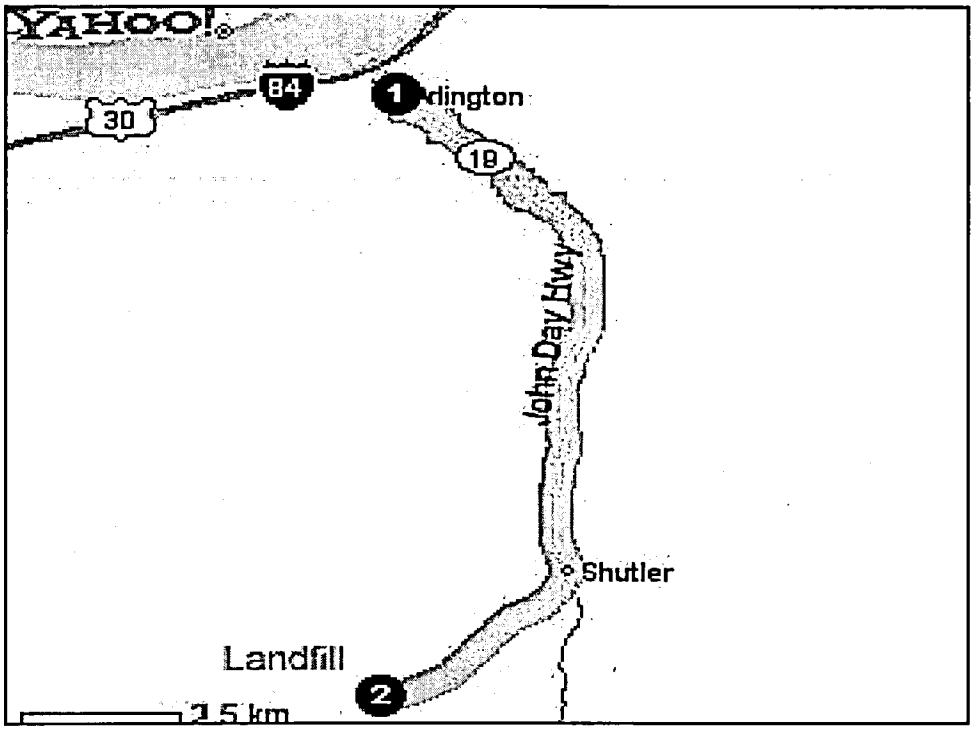
I would like to summarize why we believe the site does not meet the specifications. It is not possible to meet the queuing requirements at all times. If basically anyone else is using the site, particularly when trucks are coming from the North, trucks may have to wait on HWY 19. If the trucks don't enter in a precise order, the same will occur.

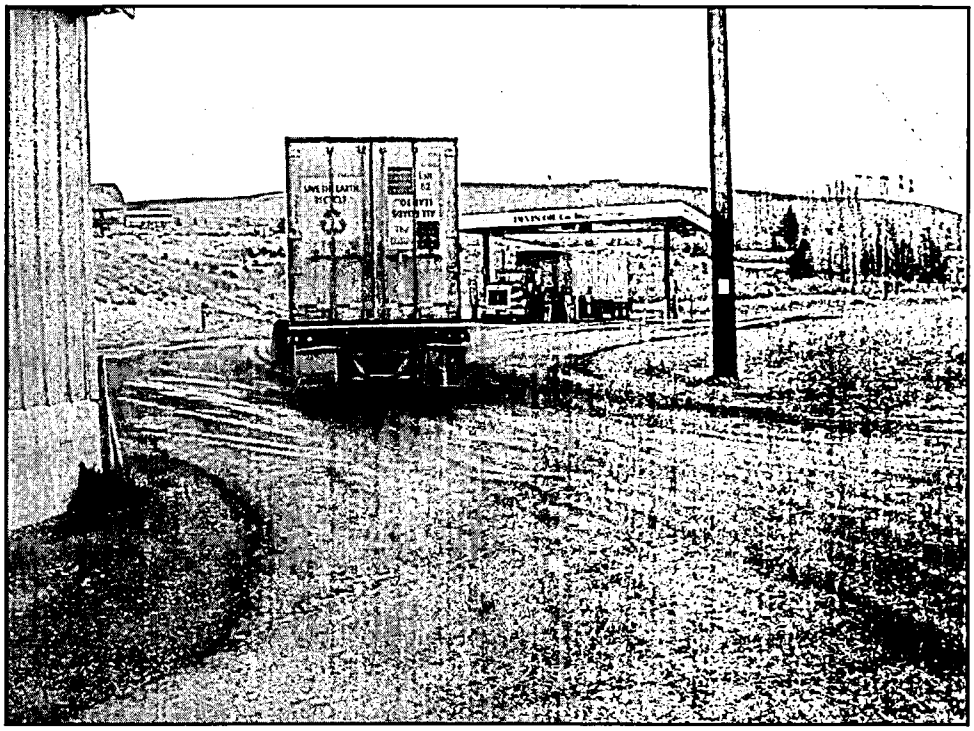
Clearances at best are minimal, and require illegal (i.e. crossing lanes) movements to enter the rear coming from the South or going into a ditch.

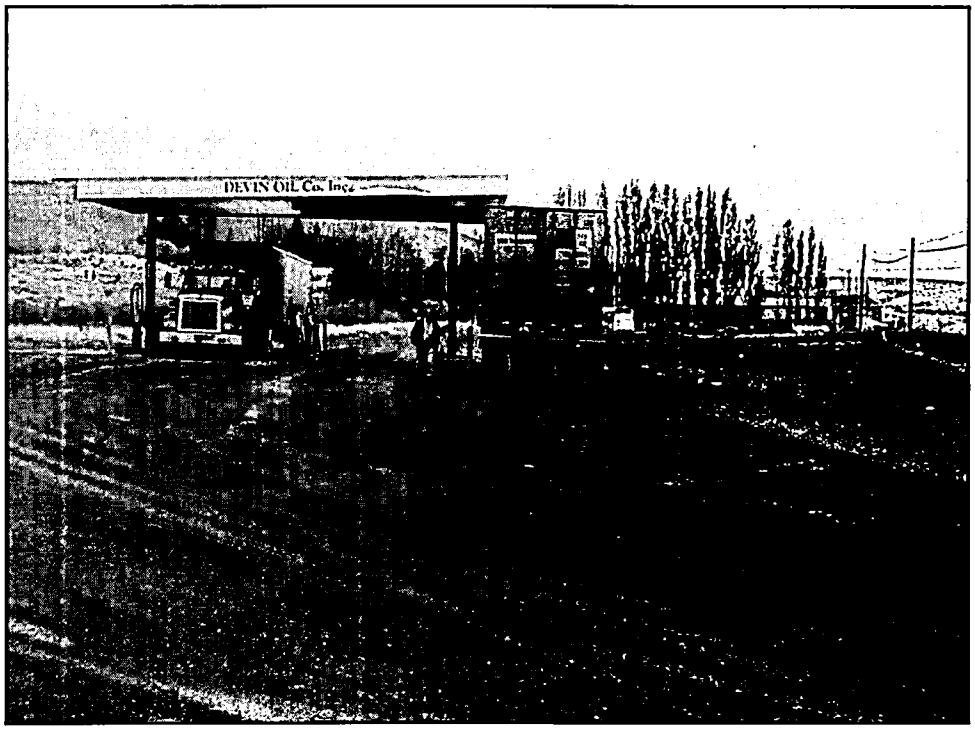
Would you like to add anything Randy.

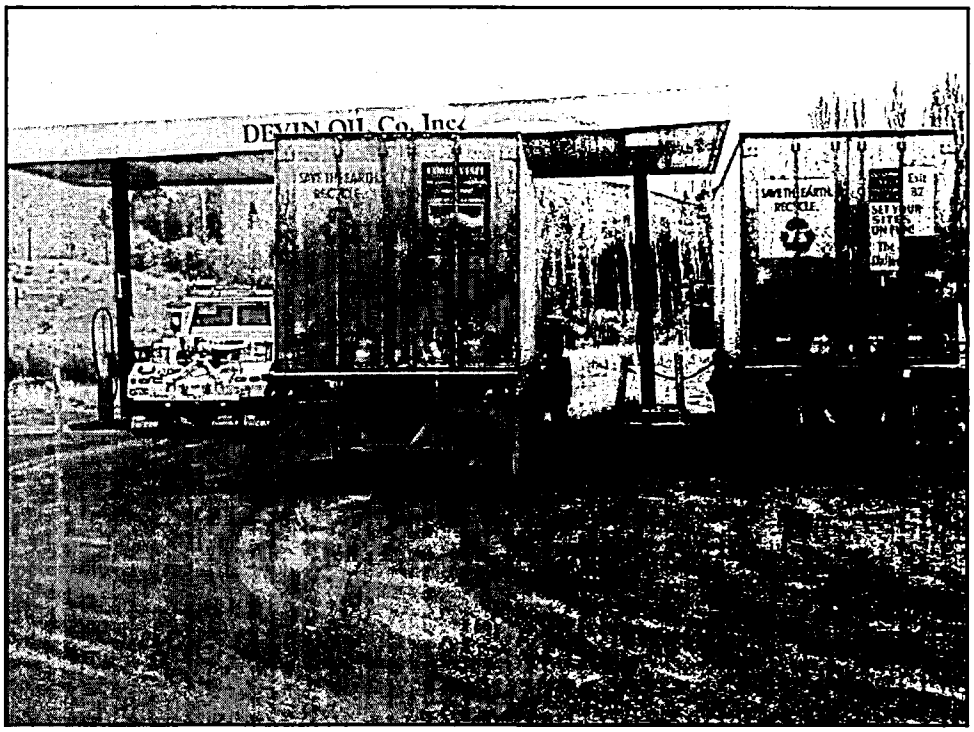
Are there any questions?

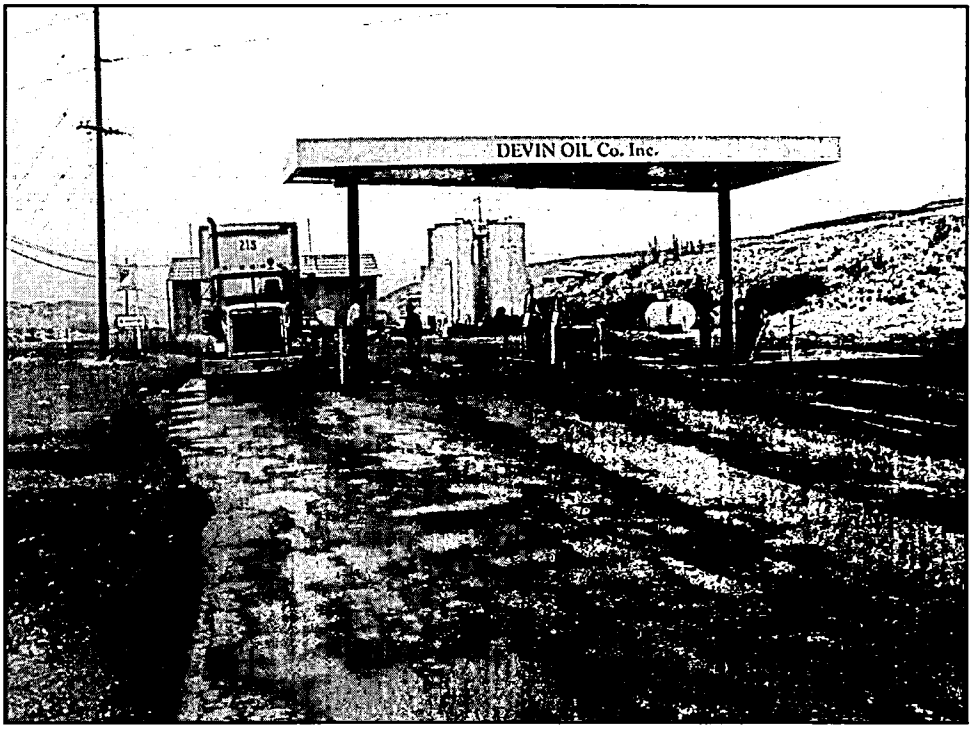

Yakima
82
Mt St Helens
National
Monument
5
30
84
1
Portland
Gresham
Beaverton
2
Arlington

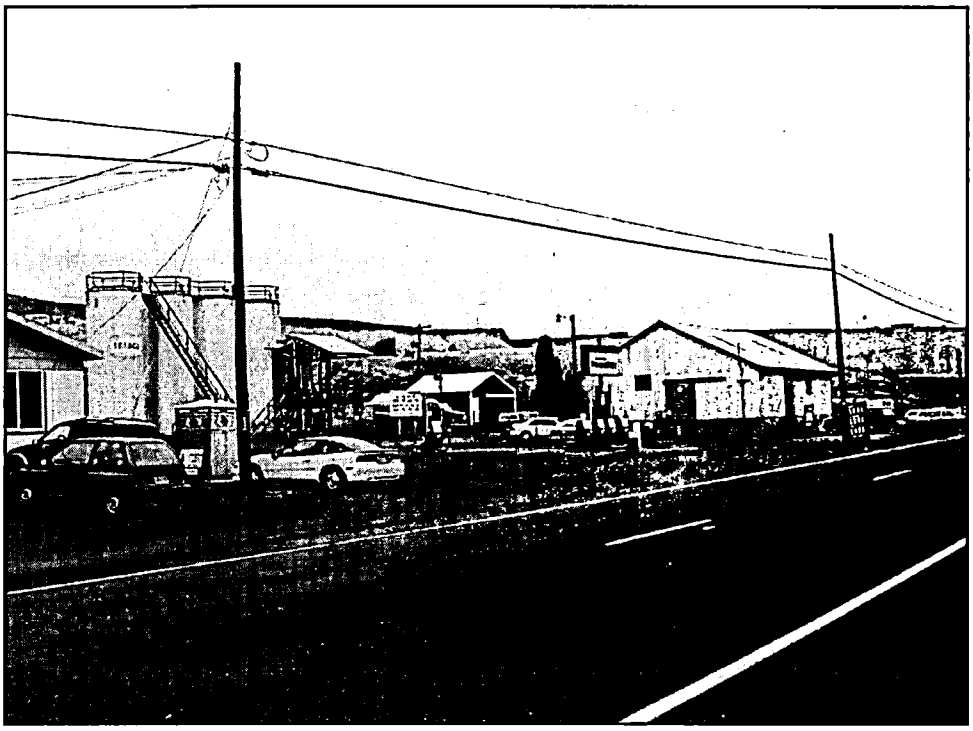

YAHOO!
84
30
1
dington
19
John Day Hwy
Shutler
Landfill
2
1.5 km

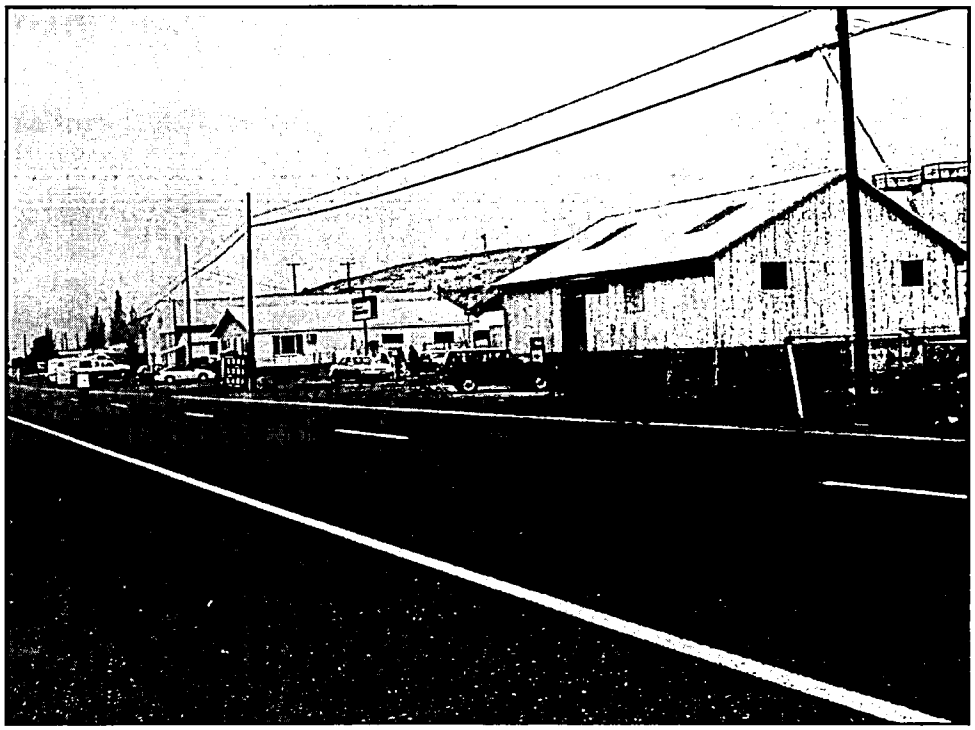


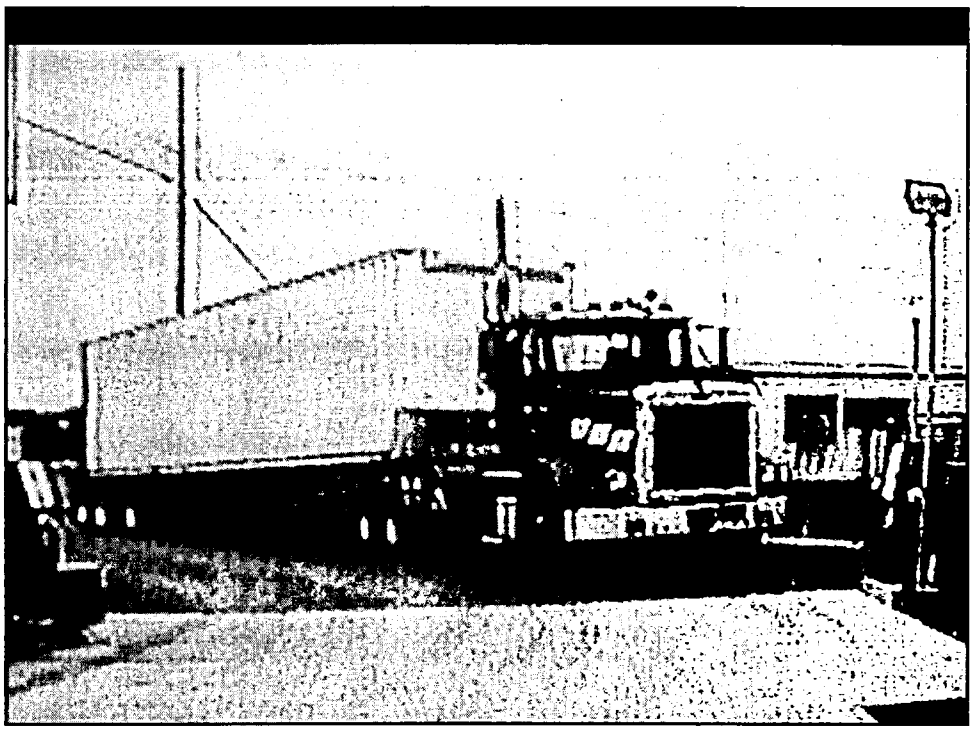

DEVIN OIL Co. Inc.

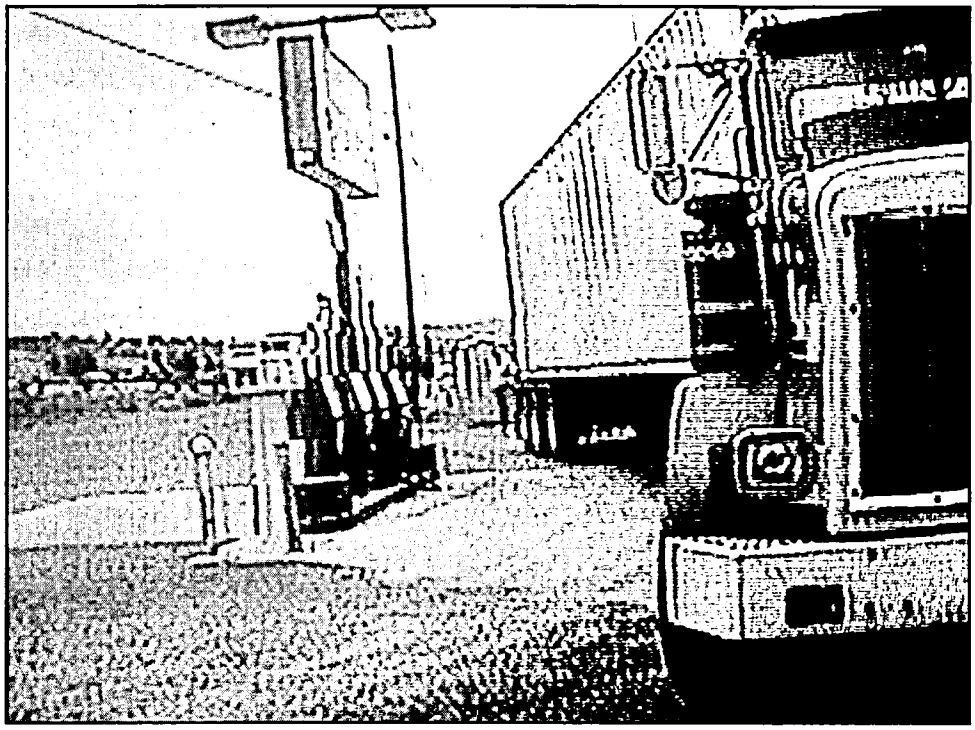

DEVIN OIL Co. Inc.
SAVE THE EARTH
RECYCLE

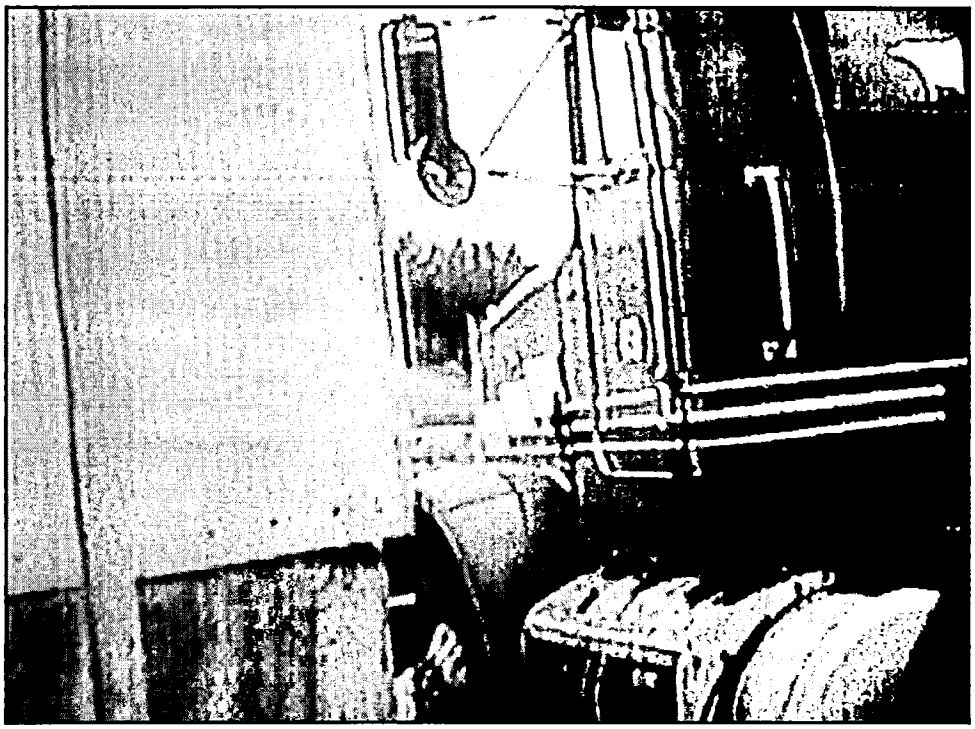

DEVIN OIL Co. Inc.

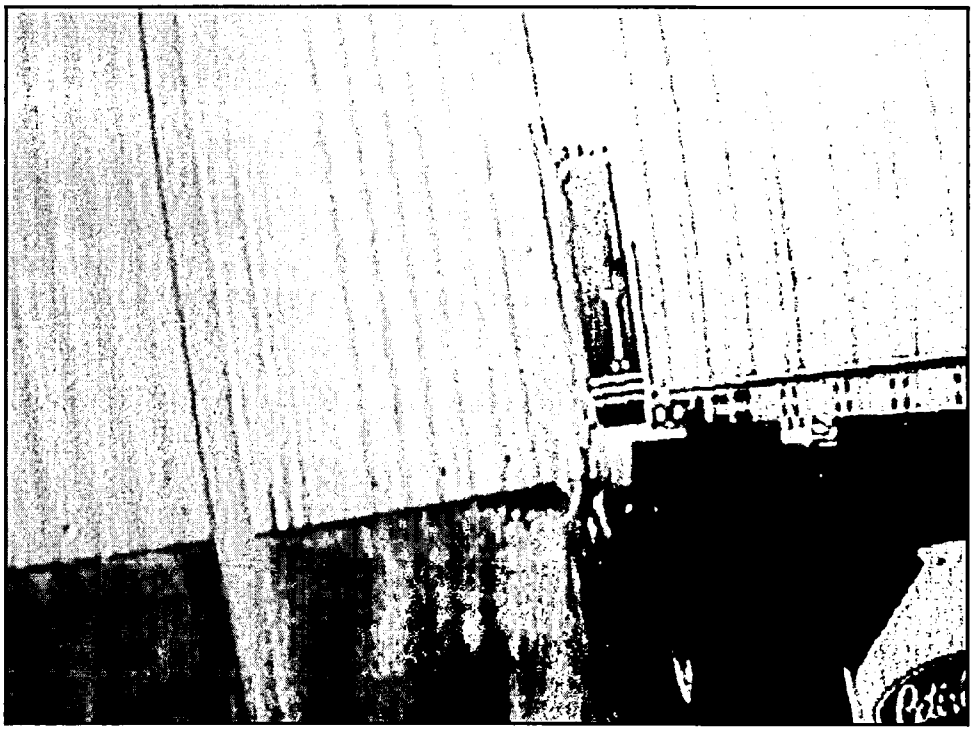


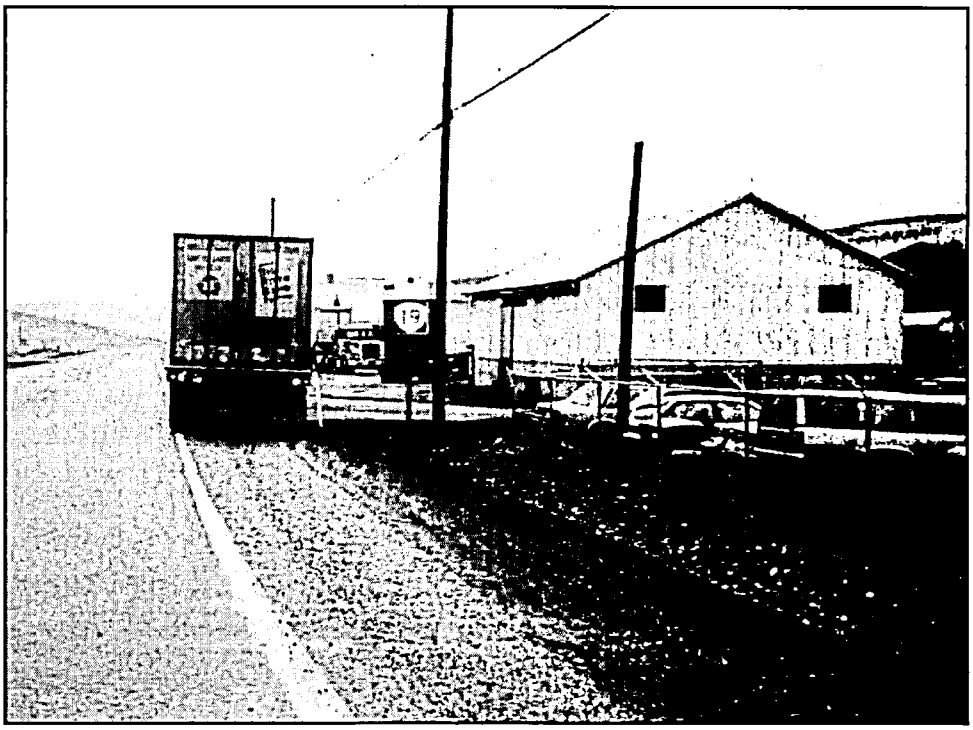


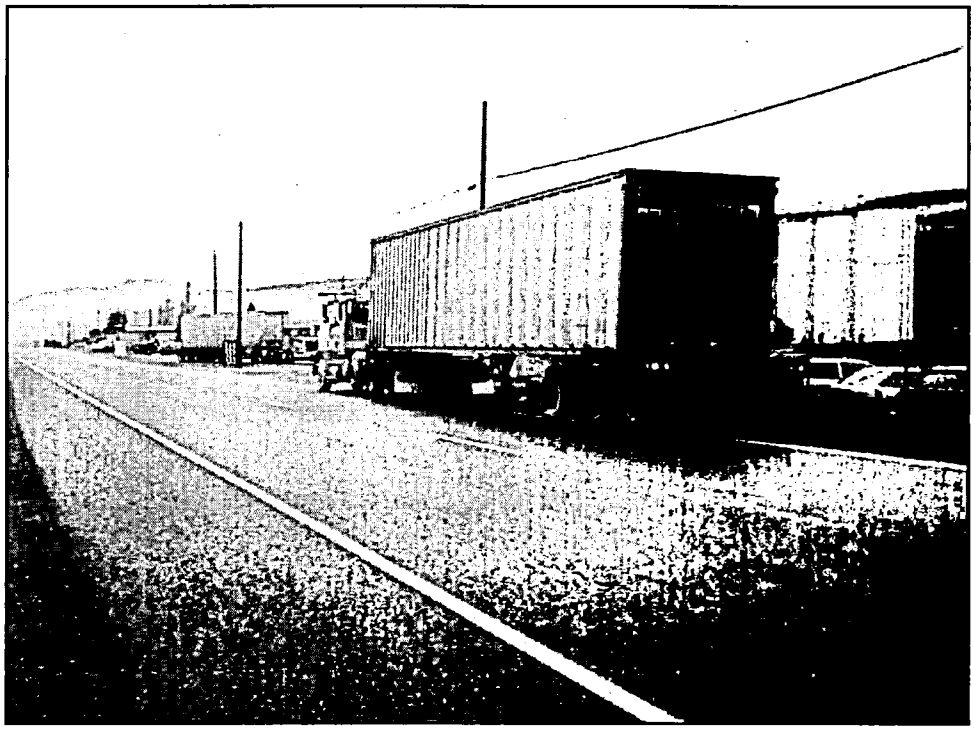


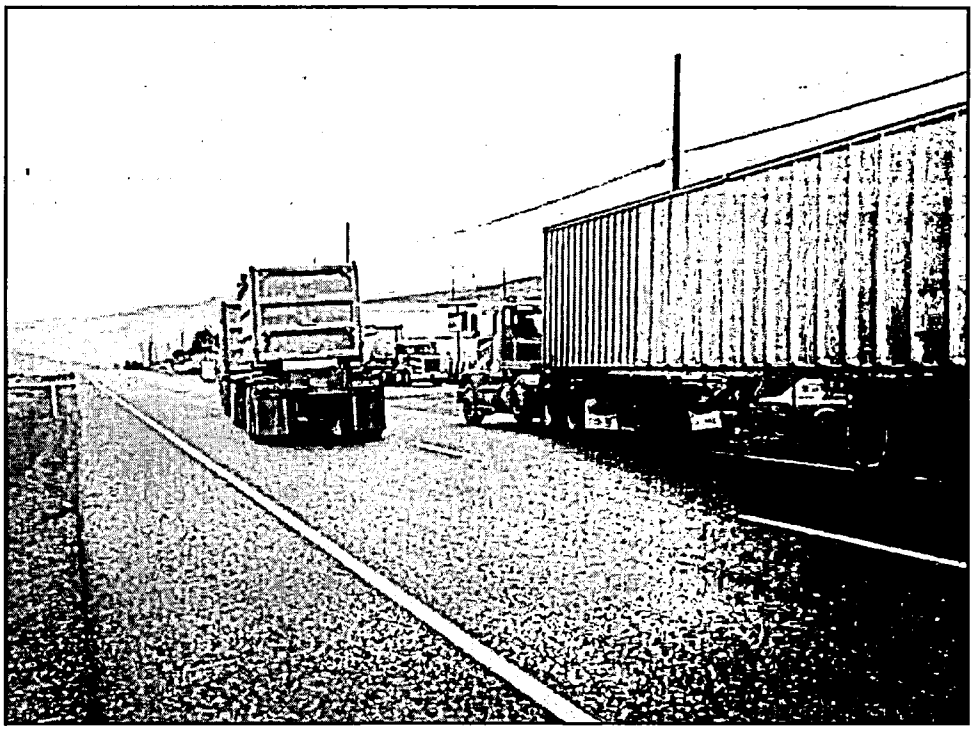


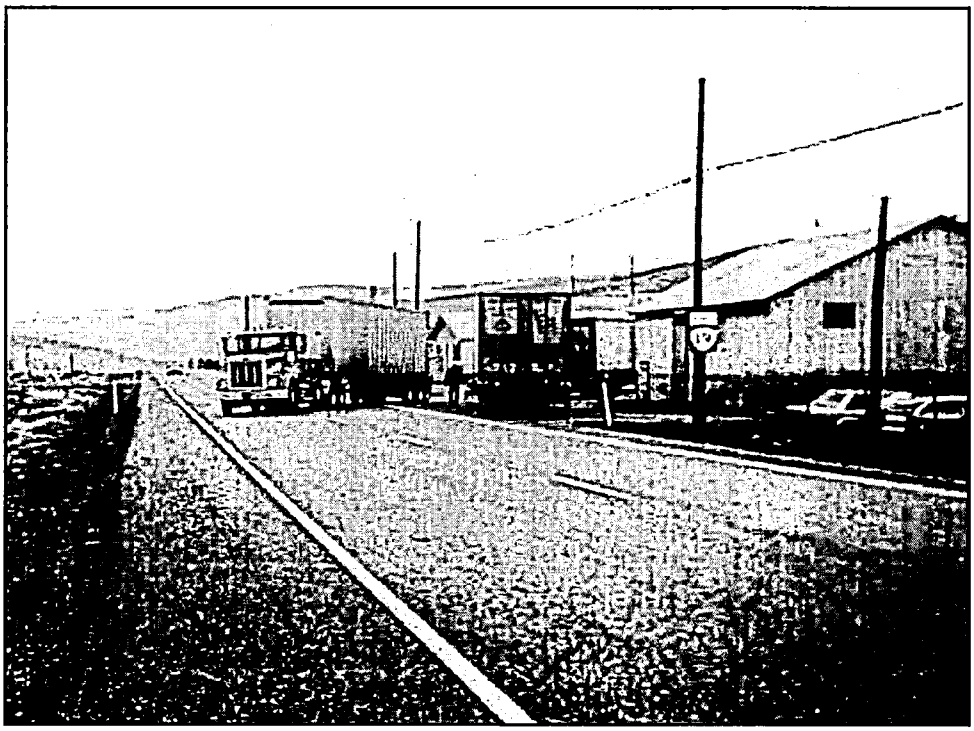












The End

021303c-07

Basis of Truck Turning Paths

- Truck Turning Templates based upon design vehicles from American Association of State Highway and Transportation Officials (AASHTO)

DKS Associates

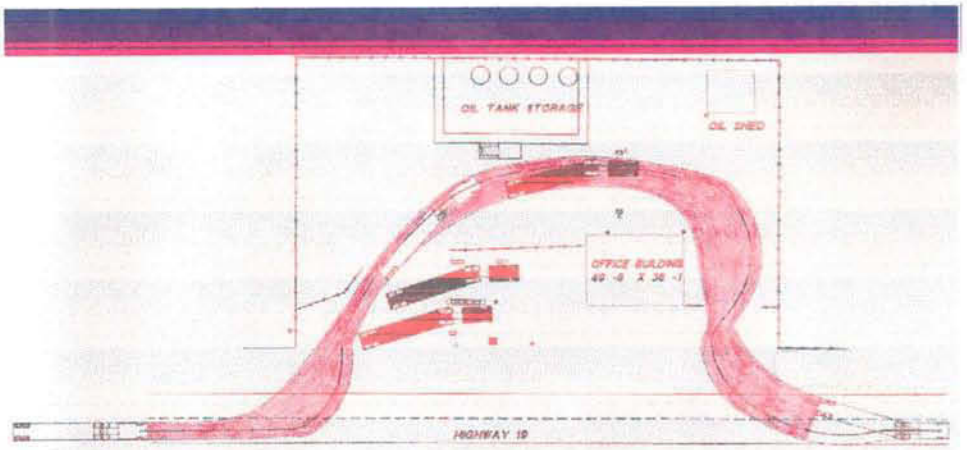
ORE 19 Fueling Station Access Review

Autoturn 4.1 – a computerized version of truck turning paths

Large Truck – 68 foot length

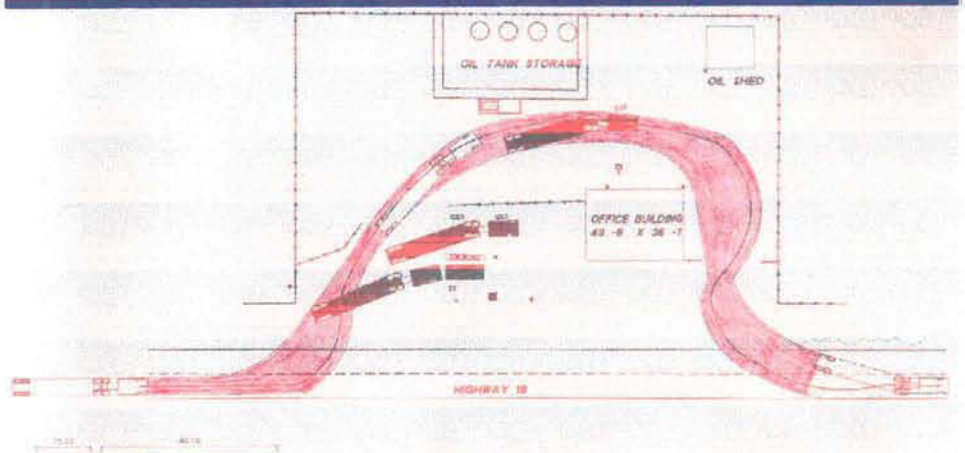
Review of Truck Turning Paths

- Other Vehicle Fueling Issues
  - Speeds of vehicles 2 mph to 5 mph or slower
  - Length of hose in Position 6
  - Perfect maneuvering or collision potential



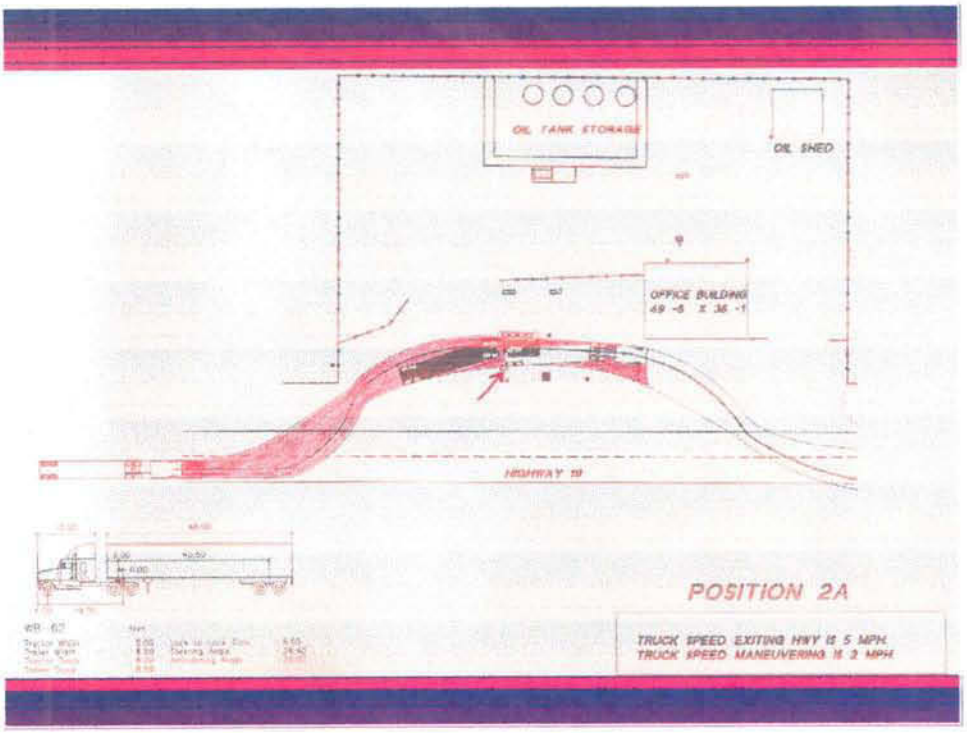
POSITION 5

TRUCK SPEED EXITING HWY IS 5 MPH.
TRUCK SPEED MANEUVERING IS 2 MPH.



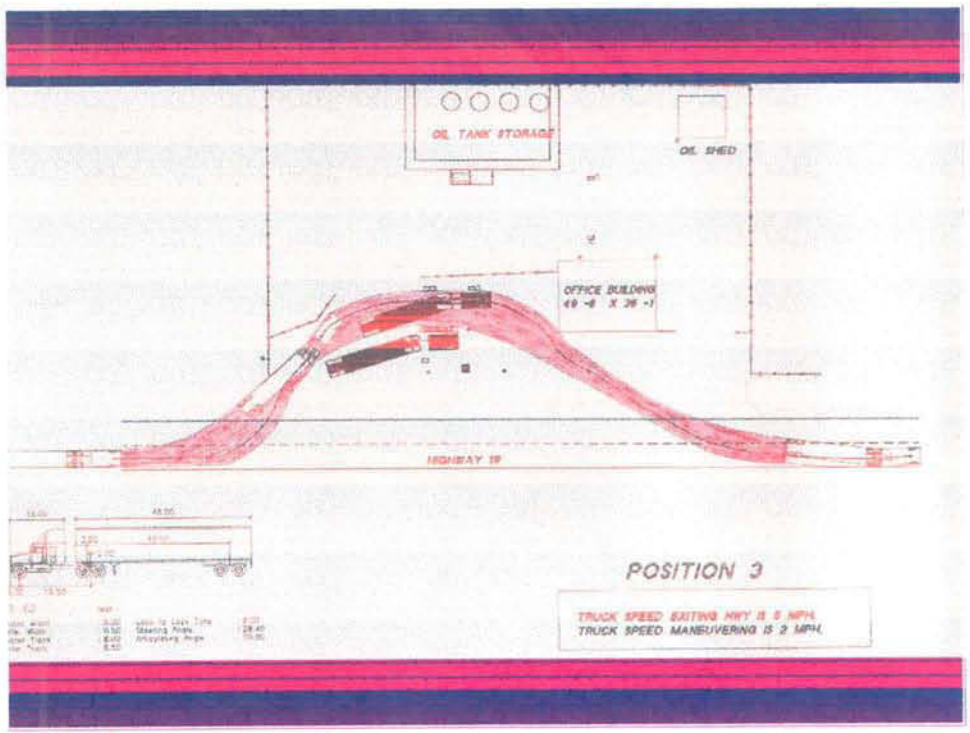
POSITION 5A

TRUCK SPEED EXITING HWY IS 5 MPH.
TRUCK SPEED MANEUVERING IS 2 MPH.



POSITION 2A

TRUCK SPEED EXITING HWY IS 5 MPH.
TRUCK SPEED MANEUVERING IS 2 MPH



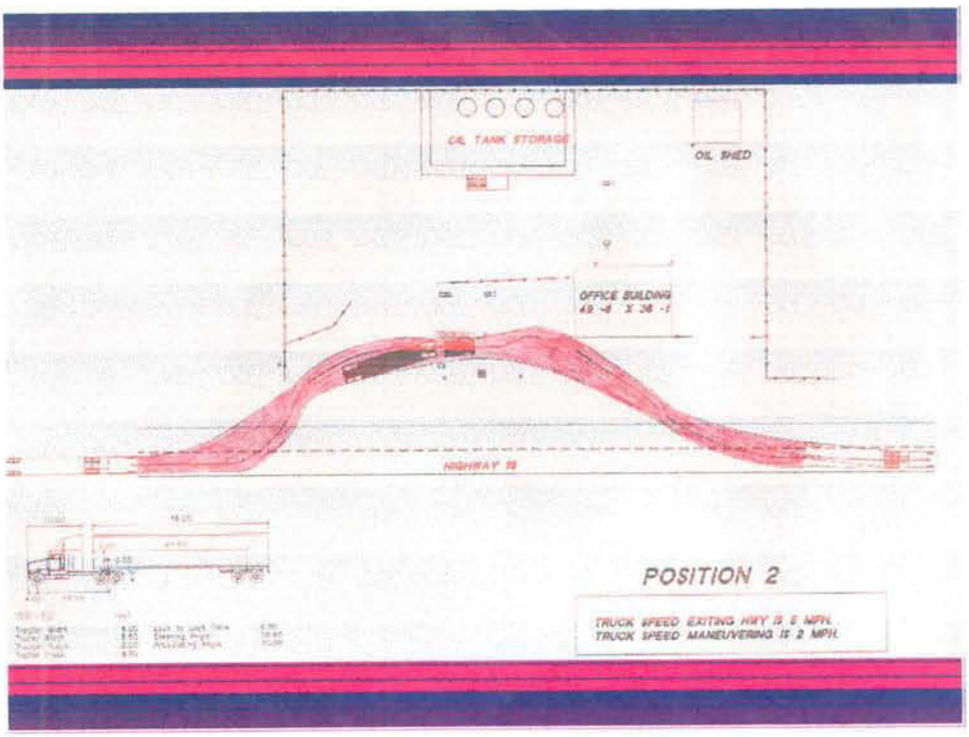
POSITION 3

TRUCK SPEED EXITING HWY IS 5 MPH.
TRUCK SPEED MANEUVERING IS 2 MPH.

Review of Truck Turning Paths

- Southbound Trucks – Positions 2 & 3 - Tight
- Southbound Trucks – Any additional vehicles
  - Prior vehicle service would result in queuing and inability to queue four truck Even with exact positioning

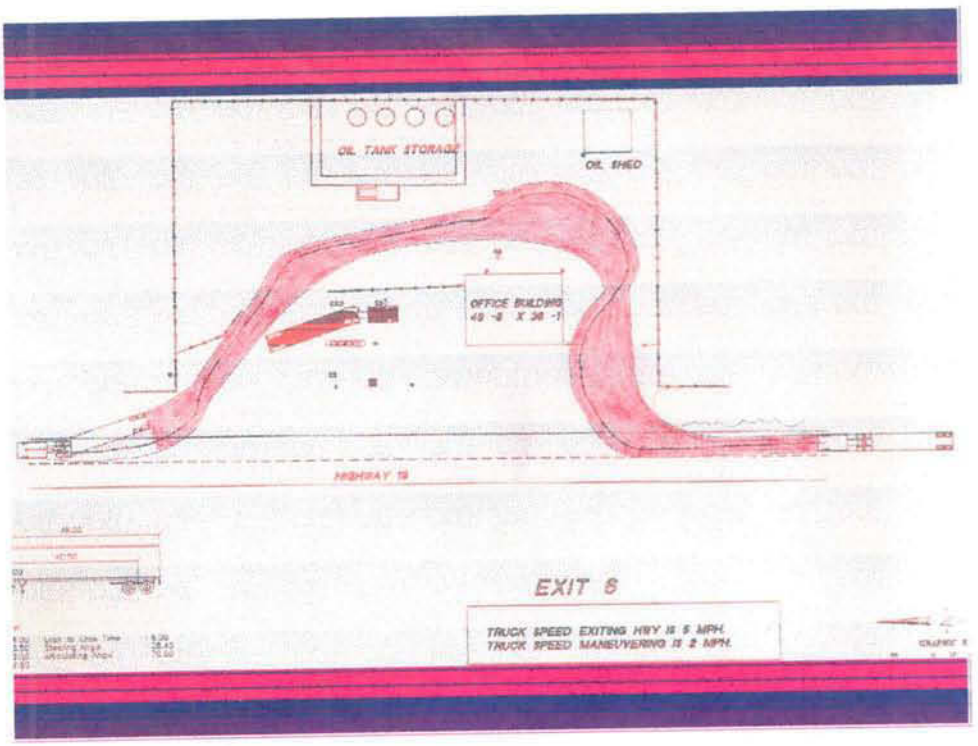
DKS Associates



Review of Truck Turning Paths

- Northbound Exiting Truck from Position 6
  - Should a southbound truck be fueling at positions 3 or 2 they would leave little room for exiting from Position 6

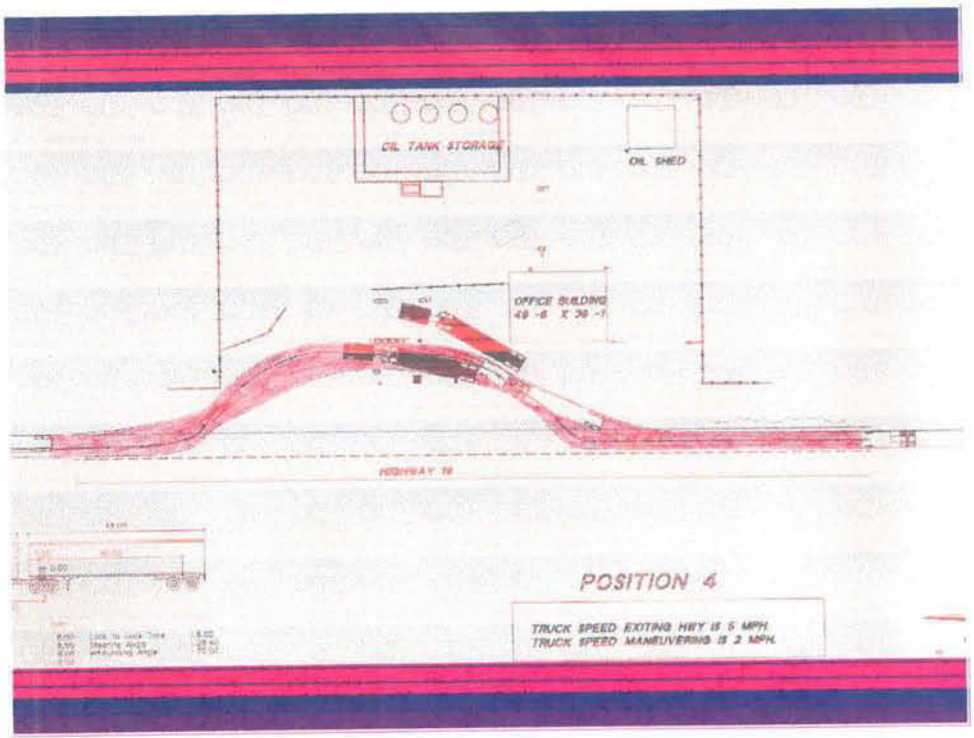
DKS Associates



Review of Truck Turning Paths

- Northbound Trucks – Position 4
  - Truck in this position blocks access to Position 1 unless truck is positioned exactly right
  - Even with exact positioning – near perfect maneuvering would be necessary to access Position 1

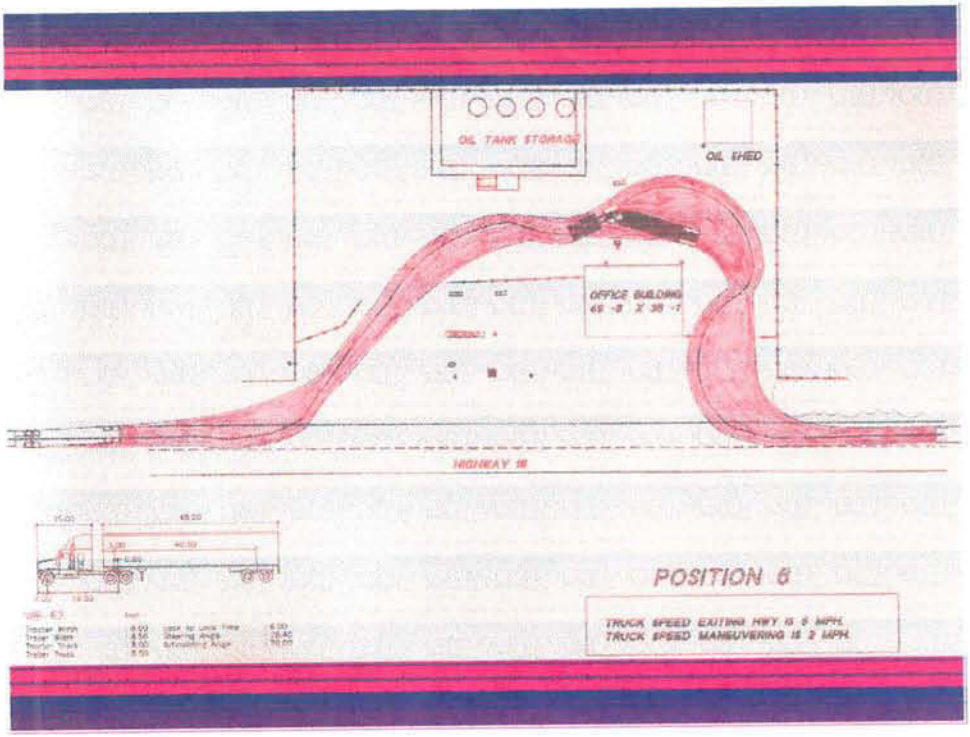
DKS Associates



Review of Truck Turning Paths

- Northbound Trucks – Position 6
  - Tight "Z" turn – exact positioning, can miss ditch, building and on-coming ORE 19 traffic – hits fence
  - Requires slow to stopped vehicle maneuvering and fence position to be opened up on submitted plan
  - Non-exact driving have significant consequences
    - ✓ Crossing centerline
    - ✓ Backing
    - ✓ Contact with building or ditch
    - ✓ Long hose positioning

DKS Associates



SONY®

6hrs (EP)
HIGH GRADE

T-120
VHS

Ideal for:
Digital TV
Satellite Systems
Hi Fi Stereo

Ultimate Color and Sound™

T120HGSONY
OEBA240PC

SONY

Hart Cody – Record Exhibit 13: Harkins Video Presentation to Council 2/13/08

SHG