

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN)	RESOLUTION NO. 87-775
EXEMPTION TO THE PUBLIC CONTRACT-)	
ING PROCEDURE SET OUT IN METRO)	Introduced by the
CODE SECTION 2.04.010 ET SEQ. FOR)	Executive Officer
THE EXTENSION OF THE CLACKAMAS)	
TRANSFER & RECYCLING CENTER OPER-)	
ATIONS CONTRACT	

WHEREAS, There exist a variety of undecided variables and unresolved issues (detailed in Exhibit A, attached hereto) which make it impossible to predict with any certainty the volume and disposition of waste which will flow through the Clackamas Transfer & Recycling Center (CTRC) over the next five years; and

WHEREAS, Many of these uncertainties should be resolved in the next eighteen months and, consequently, an 18 month contract for operations at CTRC is a reasonable and prudent contract term; and

WHEREAS, For the reasons outlined below an 18 month extension to the current operations contract is the only practical action to take and Metro Code Section 2.04.045 prohibits an amendment of this magnitude unless an exemption from the competitive bidding process is obtained; and

WHEREAS, Metro Code Section 2.04.041(c) allows an exemption to the process upon findings: 1) that it is unlikely that such exemption will encourage favoritism or substantially diminish competition, and 2) that awarding the contract pursuant to the exemption will result in substantial cost savings to Metro considering appropriate factors; and

WHEREAS, It is unlikely that an exemption will

encourage favoritism or substantially diminish competition because: 1) the eighteen month operations period was determined based on the need to resolve the issues outlined in Exhibit "A" and not for reasons of favoritism, and 2) an eighteen month contract period for operations at CTRC is an inadequate time period for contractors to properly amortize the necessary capital investment and associated "startup" costs necessary to operate the facility and therefore it is highly unlikely that any competitive bids from other than the current contractor would be received (see May 15, 1987 letter attached as Exhibit B); and

WHEREAS, The extension period is likely to result in substantial savings: 1) because the reduction in uncertainty should result in lower bids for the next long-term contract, 2) because the current contractor has agreed to provide additional services if an extension of the current contract is allowed, 3) because information gained in the materials recovery experiment during the extension will minimize future costs while increasing efficiency, 4) because an extension may allow for the combined bidding of the West Transfer & Recycling Center with CTRC which should produce economies of scale, and 5) because an 18 month extension would produce savings over the bidding of an 18 month term (see Exhibit C); now, therefore,

BE IT RESOLVED,

That the amendment for the extension of the CTRC Operations Contract (Amendment No. 3) is exempted from the competitive bid process because the Council of the Metropolitan Service District finds that the requirements of Metro Code

Section 2.04.041(c) have been met.

ADOPTED by the Council of the Metropolitan Service
District this 25th day of June, 1987.



Richard Waker, Presiding Officer

CJG/cg
6-11-87

*Resol. 87-775
file w/ Resol.*

EXHIBIT A

Unresolved matters which substantially impact future operations at CTRC:

Resource Recovery/Alternative Technology:

Currently Metro is evaluating resource recovery proposals. There are 11 possible sites included in these proposals. It is not now known which one(s) will be chosen, whether the site(s) ultimately chosen will require waste collected from CTRC, nor what the operating parameters of the site(s) will be.

Landfill:

There are also 4 landfill sites proposed so far to replace the St. Johns Landfill. The operating parameters of these sites have not yet been established, nor the manner in which waste will be shipped to the site(s).

Waste Diversion:

In addition, we are currently exploring, but have not yet finalized, a number of waste diversion methods. These include activities which would divert waste from CTRC, making it difficult to predict the amount of waste to include in the bid documents; and difficult to specify where waste received by the facility will go.

WTRC:

The West Transfer & Recycling Center (WTRC) is still in the permitting process. If the facility is permitted this will also affect the amount of waste handled by CTRC.

Modifications to CTRC:

We are currently considering retrofitting the facility to accommodate separation of recyclables from some commercial waste. We have not yet developed a final design, nor have we yet decided the full range of materials to be separated.



May 15, 1987

To METRO Council:

In our letter of April 30, 1987, we discussed the potential savings available to METRO via an open competitive bid on the Clackamas Transfer Station. It is important to stress that any potential savings are only possible if the bidders are provided an adequate time period to amortize the necessary capital investment and start-up costs.

In a letter to staff, dated March 26, 1987, we pointed out that an appropriate term would be five years or more. We feel it is important to clarify this point with you prior to your resolving this issue.

We at BFI appreciate the opportunity to comment on this important process.

Sincerely,

DIRK B. DUDGEON
Market Development

DBD:sjm

John F. V. R

EXHIBIT C

Estimate of Savings for CTRC Contract Extension

Methodology.

To estimate the savings which would result from an extension of the current CTRC contract over a rebid for an 18 month period, the next lowest bid received on the original contract was used for comparison. The reasons this method was chosen are: 1) the bid process was a true competitive situation with a total of five bids received; 2) startup costs and capital costs were amortized over a 4.5 year period and therefore represent very conservative assumptions for an 18 mo. period; 3) it is difficult to estimate bid prices in a competitive environment given the variability in capital and opportunity costs.

In the original contract, tonnage ranges were used to solicit a per ton price. The firm submitting the next lowest bid was Browning Ferris Industries (BFI). Their bid for the highest tonnage range was adjusted to reflect the change in the price adjustments which took place over the contract period and to reflect the change in tonnage ranges. The adjusted price was then multiplied times the number of tons which we estimate will be handled through CTRC over the 18 month extension or contract period. This total was then compared to the price we would receive under an extension.

RESULTS

The results of these calculations (see attached) show that an extension would save Metro a minimum of \$225,000. We believe that this would be a conservative estimate for two reasons: 1) the original contract allowed vendors to amortize startup and capital costs over a minimum of 3.5 years while the next contract would be for a maximum of 18 months; 2) the inflation rate over the current contract has been approximately 10%, while the price adjustments received were 2.6%.

CONCLUSION

Based on the results presented above we have concluded that it is probable that extending the current contract in the manner specified in the proposed contract amendment would result in substantial savings over the rebidding of the contract for a term of 18 months.

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EXHIBIT C (continued)

Calculations for estimating minimum savings

	Wastech	BFI
Per ton bid (18- 21,000 tons)	\$7.00	\$7.55
Per ton price (21,000 tons+)	\$6.40 (-8.6%)	\$6.90 (-8.6%)
Price Adjustment from Index	\$6.57 (+2.6%)	\$7.08 (+2.6%)

CALCULATION OF EXTENSION SAVINGS

Estimate 18 mo. tonnage for CTRC	442,250	442,250
Times the price per ton	\$6.57 (current)	\$7.08 (est)
=	\$2,905,582.50	\$3,131,130

Savings

\$3,131,130
- \$2,905,582
= \$225,548

AMENDMENT NO. 3
TO THE
CONTRACT DOCUMENTS FOR THE OPERATION OF THE
CLACKAMAS TRANSFER & RECYCLING CENTER,
METROPOLITAN SERVICE DISTRICT,
PORTLAND, OREGON

METRO and CONTRACTOR hereby amend the above described Contract Documents. Except as amended, the Contract remains in full force and effect.

1. TERM-- The term of the Contract shall be extended until 11:59 P.M., March 31, 1989.
2. The Contractor shall provide at no additional charge to the Owner:

CONTINGENCY PLANS. EMERGENCY. Contractor will provide to the Owner a comprehensive plan for the facility and transfer vehicles (both at the site and while in transit) designed to minimize hazards to human health, the environment; damage to buildings, the site; the interruption of the transfer of waste and/or traffic along the transportation routes; due to:

- a. Fires
- b. Explosions
- c. Release of hazardous waste constituents.

The contingency plan must include:

1. A description of actions which facility or transport personnel must take in response to a, b, and c above.
2. Evidence of arrangements with local emergency response agencies setting forth what services will be rendered by each agency in the event of an emergency.
3. Names and phone numbers of all persons who are designated as emergency coordinators by the Contractor. Emergency coordinators must be at the facility or easily communicated with by telephone or radio within 5 minutes of an emergency. Emergency coordinators must be thoroughly familiar with all parts of the contingency plan and direct emergency response drills at least twice per year.
4. A diagram of location and intended use of all emergency equipment.

SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM. An employee

safety orientation and training program will be implemented prior to October 1, 1987 and will continue throughout the term of the Contract. The Contractor's Facility Manager will designate a member of his/her staff to serve as the Facility Safety Coordinator. The coordinator will be responsible to guide and direct the facility's safety program. Specifically, the coordinator will be responsible for the implementation of the following program requirements:

1. Newly hired employees will be provided with orientation on the facility safety program and emergency contingency plan, and also be given specific instruction regarding basic personal safety.
2. Regularly scheduled safety meetings will be held for each working group within the organization. Each meeting will include instruction on a particular safety rule, procedure, tool, safety device or protective equipment, or potentially hazardous condition. Where appropriate, the meetings will utilize visual aids and demonstration gear and provide time for questions and discussion. A record of each meeting will be retained which will include the date and time, the subject and major items covered, the instructor or discussion leader and attendees.
3. First aid instruction will be provided for all members of the staff. Arrangements will be made with a local agency or association that is qualified to conduct American Red Cross First Aid instruction. There will be at least one employee on duty with a first aid card at all times, and one certified in cardio-pulmonary resuscitation from 8:00 a.m. to 5:00 p.m. on weekdays and weekends.
4. In compliance with the Federal Hazard Communication Standard, operators and maintenance personnel as well as administrative employees, where appropriate, will receive specific instruction regarding the hazards associated with the chemicals utilized at the facility and the location of information concerning each.
5. Fire prevention and fire fighting instruction will be periodically conducted for all employees, with assistance from local fire authorities.
6. All personnel will receive instruction about how to detect prohibited waste before it is unloaded into the pit. This includes instruction about how to locate and identify Department of Transportation packaging markings and how to identify PCB transformers and capacitors.
7. All personnel will receive instruction concerning procedures for effective management of prohibited waste once it is detected in the pit or transfer vehicles.
8. All personnel will receive instructions concerning detailed procedures to effectively respond to the emergency situations

described in the section entitled CONTINGENCY PLAN. EMERGENCY.

The training program for items 6,7,8, and 9 must be developed and presented by persons with professional qualifications in the area of hazardous waste management and hazardous material spill response acceptable to the Owner.

9. A routine inspection and testing program will be implemented for all safety and emergency related equipment and protective devices. Results will be discussed at the monthly meeting.

10. A thorough investigation of all accidents will be conducted to ascertain the cause and methods of preventing a reoccurrence of similar accidents. If appropriate, the staff will be assisted by members of the home office staff.

11. A copy of the Employee Safety Manual will be issued to each member of the staff for use in training sessions as well as for personal reference.

12. Safety bulletins or posters will be posted. Such bulletins will include information concerning accidents, hazards or hazardous conditions occurring elsewhere in the industry as well as safety reminders.

13. Routine walk-through inspections will be conducted by the Contractor through all areas of the facility. The inspections shall seek out any potential or current safety hazards including permanent equipment and building features.

14. All applicable OSHA standards will be observed. The Contractor will make available to the Owner's employees upon request all information about the safety and emergency program and a copy of the training material. The Contractor will be responsible for the occupational health and safety of all persons employed by the Contractor.

If death or serious injuries or serious damages are caused by an accident, the accident shall be reported immediately by telephone or messenger to the Owner. In addition, the Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving the details of the claim.

3. Item 2.21 (RECYCLING STATION) of Part 4 (SPECIFICATIONS).

DELETE the second to last sentence and insert "The Contractor shall receive 100 percent of all revenues and will be responsible

for the hi-grading of appliances at no cost to the Owner."

4. Contractor shall purchase or lease and install a material recovery system as described below. At the end of this extension, if Contractor is not the successor contractor, Owner shall have the option to assume the lease or to purchase the equipment at 40% of its costs (including installation charges), and reimburse the Contractor for 40% of installation costs associated with structural modifications, earthwork, and landscaping (not to exceed \$5,300). Contractor shall keep adequate records of its costs to enable this calculation to be made at the end of this extension. The material recovery system shall include at a minimum:

a) Compactor unit to be fitted in the north wall of the commercial tipping area to recover loads of substantial amounts of corrugated cardboard, office paper and other recyclable material; and containers for the transport of the recovered materials.

b) A rubber tire loader to separate high-graded material and load compactor.

Owner shall be responsible for obtaining building permits from the City of Oregon City. Prior to installation, Contractor shall seek from the Owner, approval for any changes to the building and landscaping necessary to complete this project, which approval shall not be unreasonably withheld.

Loads generated from the material recovery system shall consist of at least 90% recyclable material as determined by the Owner-approved processing center to which the Contractor delivers the material. If the load(s) are not determined to contain 90% recyclable material, then the Contractor will have deducted from his/her monthly payment the difference between the rate charged the Owner and the rate the Owner would have been charged had the load(s) been at the 90% plus level.

The Contractor shall be reimbursed for each ton of material recovered in accordance with the procedures for waste hauled to the St. Johns Landfill described herein.

5. Contractor shall increase the daily litter patrol area to include the monitoring and patrolling of all of area "A" as shown on attachment #1 and to pick up litter as needed in that area. Contractor will continue a daily foot patrol of Washington St. from the Washington Street/Oregon City Bypass intersection to the Abernathy/Washington Street intersection. Metro will contract with Clackamas County for litter patrols on I-205 (Area B). Contractor will pick up full litter bags deposited by Clackamas County in Area A.

6. Contractor shall provide landscape maintenance for the North and South areas of the site which were landscaped in 1986 and

1987 per the specifications in attachment #2, in addition to current landscape requirements. Contractor will be responsible for any damage to these areas, unless such damage is caused by offsite pollutants.

7. Contractor shall, at no additional charge to the Owner, steam clean the interior (with Owner approved chemicals) and powerwash the exterior of the transfer station, and repaint interior surfaces within one month of contract extension approval. The Contractor shall repeat interior and exterior cleaning during the Summer of 1988. The Contractor shall then repeat interior and exterior cleaning and interior repainting prior to the expiration of the extension.

8. A minimum of 900 tons per week may be delivered to an alternate site(s). Metro may increase this amount up to the carrying capacity of the two 90-110 cubic yard live bottom trailers purchased for this purpose, during the normal loading hours of CTRC and the available hours for unloading at an alternate site(s), but not more than 1,200 tons per week. The carrying capacity of trailers shall be determined by the net weight available for refuse times the number of trips which can reasonably be achieved during the normal working hours described above.

9. The rates for the period October 1, 1987, to March 31, 1989 shall be as follows; subject to the annual price adjustment contained in the Contract Documents:

a. For waste hauled to the St. Johns Landfill from CTRC:

0 - 8,999	TPM	\$10.52/ton
9,000 - 14,999	TPM	\$8.49/ton
15,000 - 17,999	TPM	\$7.56/ton
18,000 - 20,999	TPM	\$7.18/ton
Excess over 21,000	TPM	\$6.57/ton

b. For waste hauled to the Marion County Incinerator at Brooks, Oregon:

0 - 8,999	TPM	\$11.72/ton
9,000 - 14,999	TPM	\$9.69/ton
15,000 - 17,999	TPM	\$8.76/ton
18,000 - 20,999	TPM	\$8.38/ton
Excess over 21,000	TPM	\$7.77/ton

c. For waste hauled to the Woodburn Landfill at Woodburn, Oregon:

0 - 8,999	TPM	\$11.22/ton
9,000 - 14,999	TPM	\$9.19/ton
15,000 - 17,999	TPM	\$8.26/ton
18,000 - 20,999	TPM	\$7.88/ton
Excess over 21,000	TPM	\$7.27/ton

- d. For waste hauled to the Riverbend Landfill south of McMinnville, Oregon:

0 - 8,999 TPM	\$12.27/ton
9,000 - 14,999 TPM	\$10.24/ton
15,000 - 17,999 TPM	\$9.31/ton
18,000 - 20,999 TPM	\$8.93/ton
Excess over 21,000 TPM	\$8.32/ton

All waste hauled from CTRC to any disposal sites (including processing centers) will be combined to determine which volume category is used each month.

- * 10. Item 2.1 (OPERATION ONSITE) of Part 4 (SPECIFICATIONS).

ADD to the end of the paragraph "Owner reserves the right to let other contracts in connection with the hauling of waste from the facility. Contractor shall be responsible for the loading of any transfer vehicles as designated and directed by the Owner, and to coordinate his/her work with other firms, contractors or subcontractors as directed by the Owner. The Owner and the Contractor shall negotiate a per ton price for the waste loaded into non-Contractor vehicles should he/she be required to do so, and/or a per ton loading cost should the Contractor be the successful bidder on hauling contracts let by the Owner for disposal sites not listed in the current Contract Documents or this amendment. Contractor shall negotiate these prices in good faith. The per ton loading cost shall be understood to cover all costs associated with the wastes up to and including the loading of said vehicles."

11. Substitute the following for Item. 35 (INDEMNITY) of Part 3 (CONDITIONS OF THE CONTRACT).

A. Contractor shall defend, indemnify and save Owner harmless from all liability and loss because of injury of whatsoever nature (including death) to any person, or damage to any property that may occur or may be alleged to have arisen out of, connected with, or related to performance of the Work, as a result, directly or indirectly, of Contractor's or its subcontractors' or material suppliers' acts or omissions, or of their servants, agents, and employees, and whether or not such injury or damage is also attributable to Owner's fault or negligence. This Article shall survive acceptance of the Work and completion of the Contract.

B. In any and all claims against Owner, or its agents or employees, these indemnification obligations shall not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for Contractor's worker's or Worker's Compensation acts, disability acts or other employee benefit acts.

* metro waive DBE goals for contract to the extent that Metro requires the contractor to load waste in vehicles not owned by its own subs.

C. Contractor shall carry sufficient insurance to defend, indemnify and hold Owner harmless as provided in this Article.

WASTECH INC.

METROPOLITAN SERVICE DISTRICT

Date

Date

Title

Title

Signature

Signature

Name

Name

ATTACHMENT #1

DESCRIPTION OF LITTER PATROL ROUTES

Area A (Daily)

From the intersection of Abernathy Road and Washington St., north along Washington St. to the intersection of Washington St. and the Oregon City Bypass (Cascade Hwy.). From that intersection, north along Clackamas River Drive for a distance of one half of a mile. From the intersection of Washington St. and the Oregon City Bypass, Northwest along 82nd Ave. to the closed Clackamas River Bridge.

Area B

From the east end of the I-205 (Willamete River) Bridge, north on I-205 to the Clackamas exit (Hwy 224 east). This section includes all interchanges on I-205 between these two points.

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[illegible][illegible][illegible][illegible][illegible]

ATTACHMENT #2

AREA 1 (The wildlife wetland area at the south end of the site.)

SPRING ACTIVITIES (April, May and June)

Weed Control

Pre-emergent weed control monthly to all paths, access ways, edges of paving and around the gazebo with owner approved agents from the supplied list such that no damage to wildlife occurs.

Pre-emergent weed control twice during the above three months to all root areas within the drip canopy of all trees and shrubs to control invasive vegetation and reduce competition.

Pre-emergent weed control to maintain a vegetation free zone five feet wide along Washington Street. This zone should be maintained seasonally or as needed.

Plant Fertilization

Apply fertilizers of approved slow release organic base to all shrubs and trees of Area 1 during April as follows:

Shrubs - one third cup of commercial fertilizer blend "B" per foot of height or width to a maximum of three cups on shrubs in excess of ten feet in height or width.

Evergreen Trees - one third cup of commercial fertilizer blend "B" per foot of height not to exceed four cups regardless of height.

Deciduous Trees - one cup of commercial fertilizer blend "B" per inch caliper up to three inches in caliper.

Note: The contractor shall assure drip canopy of trees and shrubs to be weed free prior to applications of fertilizers. Fertilization shall precede mulch application. Contractor shall control leaching of chemicals through careful application and mulching.

Plant Mulches

Apply mulches and re-conditioning soil amendments derived from yard debris composts or organic based soil conditioners to all root zones within the drip canopy of trees and shrubs once during the above spring season. In massed groupings of plantings apply amended mulches so as to inter-tie and unify such zones. The mulch shall be three inches of medium or fine grade yard debris compost amended either with 50% Mil-Organite or Garden Care Horticultural Care compost or equivalent or 60% yard debris compost amended with 30% weed free horse manure and 10% cotton seed meal.

Apply three inches of coarse grade yard debris erosion control mulch to all side slopes above low water line.

SUMMER ACTIVITIES (July, August and September)

Mechanical Weed Control

Mechanical weed control utilizing approved portable flexible line cutting equipment will be performed monthly during this season to curb undesired vegetative encroachment into drip canopy zones, pathways, parking, access ways, areas adjacent to information signs and the gazebo. Vegetation shall be cut/edged/maintained to a height of four inches by one foot wide along pathways and access ways. Approximately 20 feet around the gazebo the ground vegetation shall be maintained at a height of four inches. The five foot zone along Washington Street shall be maintained free of vegetation.

Note: The contractor shall assure that mechanical weed control activities shall not damage bark or tissues of desired plantings. Hand trimming shall be utilized within one foot of desired plantings. If damage occurs, for any reason, the owner shall be notified and corrective wound dressing applied immediately.

FALL ACTIVITIES (October, November and December)

Drainage

Contractor shall prepare flood and drainage ways for winter by removing only excess grass or other growth still allowing for the passage of water. Contractor shall clean debris and silt from all culvert spillways to provide for free movement of water. No chemicals shall be used in the drainage ways.

Debris Cleanup

Contractor shall remove all seasonal debris such as leaves from paths, access ways, parking, signs and the gazebo area monthly. Contractor shall assure all trees and shrubs requiring stabilization guying or tying are provided during this season.

WINTER ACTIVITIES (January, February and March)

Pruning

Corrective and establishment pruning shall be undertaken under the owners supervision on all trees and shrubs in Area 1 during non - freezing times. All crossing and rubbing branches shall be removed. All crossing, overtopping or girdling roots that are visible shall be removed. All deadwood shall be removed and tree sealant used on all pruning wounds larger than two inches in diameter.

Corrective pruning to establish form and character in all trees and shrubs shall be performed under the owners supervision.

Perform a minimum of shaping using primarily hand cutters or shears to assure natural character and appearance of shrubs.

AREA 2 (Main Facility Site)

SPRING ACTIVITIES (April, May and June)

Weed Control

Pre-emergent weed control monthly to control weeds in all beds and planting areas including along fence lines.

Pre-emergent weed control twice during the above three months to all root areas within the drip canopy of all trees and shrubs to control invasive vegetation and reduce competition.

Pre-emergent weed control to maintain a vegetation free zone five feet wide along Washington Street. This zone should be maintained seasonally or as needed.

Contractor shall apply only agents that are approved for specific areas and applications. The contractor shall assure that none of the agents used for weed control in or around drainage swales are conveyed to the wetlands in Area 1. The contractor is responsible for any and all damage that may occur in Area 1 due to chemical migration.

Turf Maintenance

Early spring thatching and renovation for removal of excess duff and debris. Early spring fertilization of all turf with a combination of agents to assure proper root development and plant vigor in the sandy soils: Early spring application of organic amendment turf topping consisting of one inch of fine yard debris compost amended to include the equivalent of two pounds of ammonium nitrate (34-0-0) and one pound balanced fertilizer (16-16-16) for every 1,000 square feet of turf application; or a one inch application of the following mixture: 50% fine yard debris compost/50% dried sludge such as Mil-Organite.

All compost products shall be free of weed seed and other residue that might be detrimental to plant growth.

Perform broad leaf weed control in all turf areas as required and assure that all openings in the turf are filled in.

Apply spring over seeding of turf with comparable grass seeds along with one half inch of one of the amended composts as described above.

Perform mowing and edging as required to assure overall grass height not to exceed three inches.

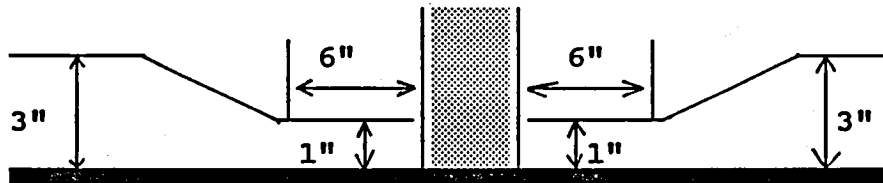
Trees and Shrubs

Pruning and fertilization is the same as Area 1.

SUMMER ACTIVITIES (July, August and September)

Mulch

Mulch all beds and planting areas of shrubs and trees with medium grade of approved yard debris compost to assure summer weed control, water retention and to minimize soil heating. The medium grade yard debris is to be amended the same way the fine compost was amended during the spring. The amended mulch is to be applied to a depth of three inches and graded to one inch of depth within six inches of plant trunk. (See below) Maintain weed free beds and planting areas.



Mowing

Perform mowing and edging as required to assure overall grass height not to exceed three inches. Edging shall be performed not less than twice per month during the summer season.

Maintain weed free condition on interfaces between turf and paving and turf and retaining walls.

Apply organic based slow feeding commercial turf fertilizer at least once during this season for continued turf vigor enhancement.

Irrigation

Irrigate turf with no less than one inch and no more than one and one half inches of water each week during June, July, August and September.

Irrigate plantings and beds no less than one half inch and no more than one inch of water per week during June, July, August and September.

Mechanical Weed Control

Mechanical weed control utilizing approved portable flexible line

cutting equipment will be performed monthly during this season to curb undesired vegetative encroachment into drip canopy zones, pathways, parking, access ways.

Note: The contractor shall assure that mechanical weed control activities shall not damage bark or tissues of desired plantings. Hand trimming shall be utilized within one foot of desired plantings. If damage occurs, for any reason, the owner shall be notified and corrective wound dressing applied immediately.

FALL ACTIVITIES (October, November and December)

Turf

Maintain turf through mowing and edging in accordance with summer specifications until the first frost. Do not apply fertilizer during this period.

Mulching

Top dress mulches in the beds and around planting in accordance with summer mulch specifications.

Remove leaf debris from beds planting and turf.

Irrigation

Winterize the irrigation system, clean all sprinkler heads and inspect and repair or replace all system components as necessary.

Trees

Inspect and repair or install tree staking and guying for the winter storms.

WINTER ACTIVITIES (January, February and March)

Trees

Inspect and maintain all tree staking and guys.

Corrective and establishment pruning shall be undertaken under the owners supervision on all trees and shrubs in Area 1 during non - freezing times. All crossing and rubbing branches shall be removed. All crossing, overtopping or girdling roots that are visible shall be removed. All deadwood shall be removed and tree sealant used on all pruning wounds larger than two inches in diameter.

Corrective pruning to establish form and character in all trees and shrubs shall be performed under the owners supervision.

Perform a minimum of shaping using primarily hand cutters or shears to assure natural character and appearance of shrubs.

Drainage

Contractor shall prepare flood and drainage ways for winter by removing only excess grass or other growth still allowing for the passage of water. Contractor shall clean debris and silt from all culvert spillways to provide for free movement of water. No chemicals shall be used in the drainage ways.

AREA 3 (Fill area at the north end of the site)

SPRING ACTIVITIES (April, May and June)

Annual Seeding

Contractor shall annually no later than April 15, over seed all wildflower areas with approved mix consisting of 60% Northwest Wildflower Mix (or equivalent), 25% Perennial Ryegrass ("Elka" variety) and 15% creeping red fescue ("Enslyva" variety). The over seeding will be scattered evenly throughout Area 3 in one direction and then back again in the opposite direction. If necessary lightly rake seeded areas to insure seeds are bedded in soil. **MOWING OF WILDFLOWER ZONES IS NOT DESIRED** except where vegetation encroaches on landscape plant canopy drip zones.

Weed Control

Pre-emergent weed control monthly along edges of paving with owner approved agents from the supplied list such that no damage to wildlife occurs.

Pre-emergent weed control twice during the above three months to all root areas within the drip canopy of all trees and shrubs to control invasive vegetation and reduce competition.

Pre-emergent weed control to maintain a vegetation free zone five feet wide along Washington Street. This zone should be maintained seasonally or as needed.

Plant Fertilization

Apply fertilizers of approved slow release organic base to all shrubs and trees of Area 1 during April as follows:

Shrubs - one third cup of commercial fertilizer blend "B" per foot of height or width to a maximum of three cups on shrubs in excess of ten feet in height or width.

Evergreen Trees - one third cup of commercial fertilizer blend "B" per foot of height not to exceed four cups regardless of height.

Deciduous Trees - one cup of commercial fertilizer blend "B"

per inch caliper up to three inches in caliper.

Note: The contractor shall assure drip canopy of trees and shrubs to be weed free prior to applications of fertilizers. Fertilization shall precede mulch application. Contractor shall control leaching of chemicals through careful application and mulching.

Plant Mulches

Apply mulches and re-conditioning soil amendments derived from yard debris composts or organic based soil conditioners to all root zones within the drip canopy of trees and shrubs once during the above spring season. In massed groupings of plantings apply amended mulches so as to inter-tie and unify such zones. The mulch shall be three inches of medium or fine grade yard debris compost amended either with 50% Mil-Organite or Garden Care Horticultural Care compost or equivalent or 60% yard debris compost amended with 30% weed free horse manure and 10% cotton seed meal.

SUMMER ACTIVITIES (July, August and September)

Mechanical Weed Control

Mechanical weed control utilizing approved portable flexible line cutting equipment will be performed monthly during this season to curb undesired vegetative encroachment into drip canopy zones. Vegetation shall be cut/edged/maintained to a height of four inches by one foot wide along pathways and access ways. Approximately 20 feet around the gazebo the ground vegetation shall be maintained at a height of four inches. The five foot zone along Washington Street shall be maintained free of vegetation.

Note: The contractor shall assure that mechanical weed control activities shall not damage bark or tissues of desired plantings. Hand trimming shall be utilized within one foot of desired plantings. If damage occurs, for any reason, the owner shall be notified and corrective wound dressing applied immediately.

FALL ACTIVITIES (October, November and December)

Drainage

Contractor shall prepare flood and drainage ways for winter by removing only excess grass or other growth still allowing for the passage of water. Contractor shall clean debris and silt from all culvert spillways to provide for free movement of water. No chemicals shall be used in the drainage ways.

Debris Cleanup

Contractor shall remove all seasonal debris such as leaves,

monthly. Contractor shall assure all trees and shrubs requiring stabilization guying or tying are provided during this season.

WINTER ACTIVITIES (January, February and March)

Pruning

Corrective and establishment pruning shall be undertaken under the owners supervision on all trees and shrubs in Area 1 during non - freezing times. All crossing and rubbing branches shall be removed. All crossing, overtopping or girdling roots that are visible shall be removed. All deadwood shall be removed and tree sealant used on all pruning wounds larger than two inches in diameter.

Corrective pruning to establish form and character in all trees and shrubs shall be performed under the owners supervision.

Perform a minimum of shaping using primarily hand cutters or shears to assure natural character and appearance of shrubs.

NOTE: All plant debris is to be disposed of at an approved yard debris processing facility. At no time is any yard debris from this facility to be landfilled unless by written approval of the owner.

STAFF REPORT

Agenda Item No. 7.4

Meeting Date : June 25, 1987

CONSIDERATION OF RESOLUTION NO. 87-775, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE PUBLIC CONTRACTING PROCEDURES SET OUT IN METRO CODE SECTION 2.04.010 ET SEQ FOR THE EXTENSION OF THE CLACKAMAS TRANSFER & RECYCLING CENTER (CTRC) OPERATIONS CONTRACT; AND CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WASTECH, INC., FOR OPERATING CTRC.

Date: June 11, 1987

Presented by: Tor Lyshaug

FACTUAL BACKGROUND AND ANALYSIS

The original Clackamas Transfer & Recycling Center (CTRC) operations contract was for 3.5 years with a one year extension option. The contract was awarded in August 1982, and actual operations began in April 1983. In September 1986, Metro exercised the extension option. Reasons for the extension were: 1) To coordinate rebid of the CTRC contract with the bidding of WTRC; 2) Allow the identification of alternative disposal sites for contract inclusion; 3) Minimize the prices received for operation of CTRC; and 4) Lack of staff due to the other projects.

It was anticipated that the one year extension of the CTRC contract would provide sufficient time to resolve the issues cited above. However, during the interval items 1 and 2 have remained unresolved and additional factors have arisen which make staff believe that the current operations contract should be extended rather than rebid for a five year period as originally planned. These factors include the uncertainty regarding final resource recovery and landfill sites, waste diversion methods, and modifications to CTRC to permit greater material recovery. These factors are explained in more detail in the attached resolution (NO. 87-775) and exhibits (A, B and C). We believe that if a long term (5 year) contract were bid in this environment of uncertainty that prices would be unduly inflated and that extensive change orders and amendments would be needed which in turn would inflate prices as well.

We believe that decisions made over the next 18 months will remove most of the current uncertainty which prohibits a long term contract. The staff has determined that it is in Metro's best interest to extend the current contract during this period rather than bid a short term contract. This determination was based on the fact that vendors have expressed little interest in

competing for an 18 month contract and our calculations which show that an extension would result in substantial savings. These two items are discussed in greater detail in the attached resolution and exhibits.

The extension amendment (attached as AMENDMENT NO. 3) also includes a number of additional services which will be provided. These are: 1) landscape maintenance service for the North and South areas of the site which were recently landscaped, 2) training and emergency response programs for hazardous waste spills and other emergency situations, 3) an increased litter cleanup program, 4) one additional cleaning of the building's interior and three additional cleanings of the exterior and 5) the implementation of a material recovery system for commercial loads. Items 1 through 4 would be provided at no additional charge and item 5 would cost approximately the same as the per ton cost of waste going to the St. Johns Landfill.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that the Metro Council adopt Resolution 87-775 and approve Amendment No. 3 to the CTRC Operations Contract.

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Metro's Counsel, would review all contract language before the agreement was signed.

Motion: Councilor Gardner moved, seconded by Councilor Kirkpatrick, to adopt Resolution No. 87-776 with the understanding staff could amend the contract language regarding insurance and liability matters.

A discussion followed on the nature of the language being proposed to be added to the agreement. Mr. Botteri said that because this was a third party agreement, the language would be designed to protect Metro from liability arising out of accidents caused by the railroad.

Motion to Amend: Councilor Kirkpatrick moved, seconded by Councilor Gardner, to amend the "Be it Resolved" paragraph to read (language proposed to be deleted is in brackets and language proposed to be added is underlined): "That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into [the attached] an Intergovernmental Agreement which provides for operation of trolley service on the Jefferson Street rail line between July 1 and December 31, 1987, in principle as defined in Exhibit "A" attached.

Vote on Motion to Amend: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Ragsdale was absent. The motion carried.

Vote on the Main Motion, as Amended: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Ragsdale was absent.

The main motion carried and Resolution No. 87-776 was adopted as amended.

7.4 Consideration of Resolution No. 87-775, for the Purpose of Authorizing an Exemption to the Public Contracting Procedure Set Out in Metro Code Section 2.04.010 et seq. for the Extension of the Clackamas Transfer & Recycling Center (CTRC) Operations Contract; and

Consideration of an Amendment to the Contract with Wastech, Inc., for Operating the CTRC

Presiding Officer Waker announced that the Council was being requested to take two separate actions: 1) adoption of Resolution No. 87-775 to exempt the CTRC operations contract extension from

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public bidding procedures; and 2) approval of the Wastech, Inc. contract extension. He asked that at the appropriate time, a separate motion be received for each action. If the Council did not adopt the resolution, the contract could not be extended.

Tor Lyshaug, Acting Solid Waste Director, presented staff's report. He explained staff recommended the Wastech contract be extended for an additional 18 months. The CTRC operations contract would be rebid at the end of that period. The contractors' performance had been satisfactory, he said, and it was more practical to extend the contract rather than to rebid for the interim 18-month period. Mr. Lyshaug explained staff would use the 18-month period to develop bid documents for a five-year contract to include operation of CTRC, the West Transfer & Recycling Center and the new regional landfill.

Councilor Knowles noted the letter from Browning-Ferris Industries included in the agenda packet had raised concerns about the proposed Wastech contract extension.

Councilor Bonner asked Mr. Lyshaug if staff was satisfied with Wastech's safety record. Mr. Lyshaug said Wastech had an excellent record and he knew of no Workers' Compensation claims filed due to accidents at CTRC. He explained the past incident in which radio transformers containing dioxins had been illegally brought into the facility had been well handled and his confidence in Wastech had not diminished.

In response to Councilor Van Bergen's concerns, Mr. Lyshaug said the contract extension would be in full compliance with contracting statutes.

Councilor Gardner, Chair of the Council Solid Waste Committee, reported the Committee had discussed the proposed Wastech contract extension at three meetings. He had initially shared Councilor Van Bergen's concerns but had determined that the contract extension would result in cost savings and would not eliminate competition. He said the findings noted in Resolution No. 87-775 addressed the Committee's concerns and that planned changes in the disposal system warranted a contract extension.

Councilor Kirkpatrick requested the Executive Officer include committee recommendations in staff reports. She said she would support this extension but would not grant an additional extension.

Merle Irvine, Executive Vice-President of Wastech, Inc., addressed the Council regarding Workers' Compensation claims. He pointed out that the claims filed were very minor in nature. Regarding the recent accident at CTRC, he reported the Environmental Protection Agency and the Department of Environmental Quality had both investi-

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gated the incident and had commended Wastech for their corrective actions.

Motion to Adopt Resolution: Councilor Hansen moved, seconded by Councilor DeJardin, to adopt Resolution No. 87-775.

Mr. Botteri, General Counsel, noted that the document entitled, "Amendment No. 3," needed to be amended to show that Item 2.1 (Operation Onsite) of Part 4 (Specifications) of the contract should waive the Disadvantaged Business Enterprise (DBE) requirements for the sole purpose of allowing Wastech's subcontractors to drive vehicles on the premises.

Motion to Approve Contract Extension: Councilor Knowles moved, seconded by Councilor Kelley, to approve an 18-month extension to the Contract with Wastech, Inc. to include the amendment to item 10 of Amendment No. 3 as indicated earlier by Counsel.

Councilor Van Bergen expressed concerns about the status of the grounds at the CTRC facility. He did not think Wastech had fulfilled their contractual agreement. Dave Luneke, Engineer, explained the problem raised by Councilor Van Bergen was not a condition of the contract in question. Mr. Luneke then reported on measures in progress to remedy the Councilors' concerns.

Vote on Motion to Adopt the Resolution: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, Cooper, DeJardin, Gardner, Hansen, Kelley, Kirkpatrick, Knowles and Waker

Nay: Councilor Van Bergen

Absent: Councilor Ragsdale

The motion carried and Resolution No. 87-775 was adopted.

Vote on the Motion to Approve the Contract Extension: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Ragsdale was absent.

The motion carried and the contract extension was approved.

7.5 Consideration of Resolution No. 87-772, for the Purpose of Initiating an Update of the Regional Solid Waste Management Plan

Becky Crockett, Solid Waste Analyst, noted that a new staff report and Resolution numbered 87-772A replaced the resolution and staff