

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING A	)	RESOLUTION NO. 88-974
PUBLIC CONTRACT WITH SAFETY	)	
SPECIALISTS, INC. TO COLLECT,	)	Introduced by Rena Cusma,
TRANSPORT, STORE, RECYCLE, TREAT AND)		Executive Officer
DISPOSE OF HOUSEHOLD HAZARDOUS WASTE)		
FROM TWO COLLECTION DAY EVENTS TO BE)		
HELD BY METRO ON OCTOBER 1, 1988 AND)		
APRIL 22, 1989.		

WHEREAS, The Metropolitan Service District will be sponsoring two regional Household Hazardous Waste Collection Day events, and to carry this out Metro will need to contract with a vendor to collect, transport, store, recycle, treat and dispose of the materials from both the October 1, 1988 event and the April 22, 1989 event; and

WHEREAS, A Household Hazardous Waste Collection Day involves many variables in the type, quantity, treatment and disposal options for the materials collected it was necessary to negotiate the terms of the agreement; and

WHEREAS, A complete Request for Proposals process was followed and interviews granted to four companies, the selection of the contractor is based on the company's past experience, price per drum, price per material, ability to meet Metro guidelines and deadlines, and ability to handle unknown materials, ability to be responsible for all materials collected at the event; and


WHEREAS, All proper procedures have been followed to procure the most qualified vendor at the most favorable cost for this project; and

WHEREAS, The Metro team recommends contracting with Safety Specialists, Inc to handle all materials collected at both the October 1, 1988 and the April 22, 1989 Household Hazardous Waste Collection Events; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into a contract with Safety Specialists, Inc. to handle all the materials from the Collection Day Events in a form substantially similar the attached Public Contract, and for an amount not to exceed \$277,283.00.

ADOPTED by the Council of the Metropolitan Service District this 22nd day of September, 1988.

  
Mike Ragsdale, Presiding Officer



**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

Agenda Item No. 7.6

Meeting Date Sept. 22, 1988

Date: September 7, 1988

To: Metro Council

From: Councilor Gary Hansen <sup>GH.</sup>  
Chair, Council Solid Waste Committee

Regarding: COUNCIL SOLID WASTE COMMITTEE REPORT ON SEPTEMBER 22,  
1988, COUNCIL AGENDA ITEM

Agenda Item                      Consideration of Resolution No. 88-974, for the Purpose of Authorizing a Public Contract to Collect, Transport, Store, Recycle, Treat and Dispose of Hazardous Waste from Two Collection Day Events to be Held by Metro on October 1, 1988, and April 22, 1989

## Committee Recommendation

The Council Solid Waste Committee recommends Council adoption of Resolution No. 88-974 as amended. This action taken September 6, 1988.

## Discussion

Five proposals were received and four firms were interviewed. Safety Specialists, Inc. proposed the lowest cost and received the second highest evaluation score.

The proposed contract to collect, transport, store, recycle, treat and dispose of hazardous waste is similar to the contract for the regional hazardous waste collection event that was held May 14, 1988. The following changes are noted:

1. The number of collection events is increased from one to two.
2. The amount of volunteer workers assisting the contractor is reduced to avoid some of the problems experienced at the last event.
3. The contractor will collect, transport, store, recycle and dispose of all household hazardous waste. This should eliminate one of the major problems of the last

Memorandum  
September 7, 1988  
Page 2

event -- i.e., some individuals had to be turned away because the contractor could not accept the particular hazardous waste they had brought to the collection point.

The Committee amended the resolution to include a cap of \$277,283 on the contract costs. They also amended Attachment B to show labor, bins and additional insured as fixed costs.

The Committee voted four to zero to recommend Council adoption of Resolution No. 88-974 as amended. Voting aye: Councilors Gardner, Hansen, Kirkpatrick and Ragsdale.

RB/sm  
0125D/D1



## EXHIBIT A

### EVALUATION SUMMARY

The Metro team evaluated the firms that were interviewed using the criteria listed below. Each firm was given a score from one (worst) to five (best) by each member of the team for each criteria. The scores of each team member were combined in each category and for each firm. The results of this scoring are tabulated below.

#### Evaluation Criteria

Demonstrates understanding of project objectives  
Number of personnel provided at each site  
Role and responsibility of site personnel  
Unacceptable materials and handling of unknowns  
Similar projects/Company experience

<u>FIRM</u>	<u>SCORE</u>
Chemical Processors, Inc.	72
Safety Specialists, Inc.	71
Pegasus Waste Management	53
Northwest Enviroservice Inc.	45

<u>FIRM</u>	<u>COST FOR HYPOTHETICAL EVENT</u>
Safety Specialists, Inc.	\$31,340
Pegasus Waste Management	\$41,646
Chemical Processors, Inc.	\$43,429
Northwest Enviroservice Inc.	\$43,453

Comments: Chemical Processors, Inc. may not accept all dioxin containing waste. Pegasus Waste Management and Northwest Enviroservice Inc. are considered to be under staffed.

The estimated cost of contracting with these firms for two household hazardous waste collection events is based on the types and quantities of materials that will be collected at two collection events and each proposers given unit cost. Actual project cost may be higher.

<u>FIRM</u>	<u>ESTIMATED COST OF CONTRACT</u>
Safety Specialists, Inc.	\$277,283
Chemical Processors, Inc.	\$336,420
Pegasus Waste Management	\$363,562
Northwest Enviroservice Inc.	\$374,811



The maximum compensation authorized by this contract shall be \$277,283. The contract may be amended in the event that the amount of barrels of waste collected when multiplied by the applicable unit prices exceeds the \$277,283 maximum.

Staff recommends that Safety Specialists, Inc. be awarded the contract for Metro's next two Household Hazardous Waste Collection Events.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 88-974.

RS  
08/29/88



had called to request them during the week of August 8, 1988, and one company that had called to request them during the week of August 15, 1988.

Proposals were due on August 26, 1988. Metro Received proposals from:

Safety Specialists, Inc.  
Chemical Processors, Inc.  
Rollins Environmental Services  
Pegasus Waste Management  
Northwest Enviroservice Inc.

Four Metro staff members evaluated the proposals from August 26-30, 1988. The team consisted of:

Vickie Rocker, Director of Public Affairs  
Daniel B. Cooper, General Counsel  
Joan Saroka, Public Affairs Specialist  
Robin Smoot, Solid Waste Engineer

A hypothetical collection event was used to get a dollar figure from each proposer for the exact same type and quantity of materials. This was done because each proposer can quote prices using a variety of methods for packaging and disposal and there would be no way to equally access their quotes. The hypothetical event does not necessarily reflect the materials that will actually be received during the actual collection event, but functions merely as a means of equally comparing proposed costs.

On August 30, 1988, the Metro team developed a short list of firms to be interviewed on September 1, 1988.

All firms proposing were asked to an interview at Metro, except Rollins Environmental Services. Rollins Environmental Services were not asked for an interview because their price for the hypothetical event was approximately twice that of the other proposals.

On September 2, 1988, the Metro team reviewed all the materials from the interview sessions and the written proposals and selected a proposer to be recommended for award of the contract.

A summary of the interview evaluations is attached as Exhibit A. The Metro team considers Safety Specialists, Inc. and Chemical Processors, Inc. the first and second choices, for contract award. Chemical Processors had the highest evaluation score (72). Safety Specialists had the lowest cost, more than \$10,000 lower than the next lowest proposer, and were evaluated only one point lower (71) than Chemical Processors.



STAFF REPORT

Agenda Item No. 7.6

Meeting Date 9/22/88

CONSIDERATION OF RESOLUTION NO. 88-974, FOR THE PURPOSE OF AUTHORIZING A PUBLIC CONTRACT WITH SAFETY SPECIALISTS, INC. TO COLLECT, TRANSPORT, STORE, RECYCLE, TREAT AND DISPOSE OF HOUSEHOLD HAZARDOUS WASTE FROM TWO COLLECTION DAY EVENTS TO BE HELD BY METRO ON OCTOBER, 1988 AND APRIL 22, 1989.

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Date: September 22, 1988

Presented by: Bob Martin

FACTUAL BACKGROUND AND ANALYSIS

On August 28, 1986, the Metro Council adopted a Hazardous Waste Management Plan. One element of the Plan is to provide alternative recycling and disposal options to residents of the region for their household hazardous materials. A pilot project was held on Saturday and Sunday, November 15 and 16, 1986 at two East Multnomah County locations, and a regional hazardous waste collection event was held at four sites on May 14, 1988.

To assist in implementing a household hazardous waste collection event, a licensed hazardous waste management firm is necessary. The contractor will be required to collect, transport, store, recycle, treat, and dispose of materials collected at four sites during two region-wide collection events to be sponsored by Metro on October 1, 1988 and April 22, 1989.

On July 28, 1988, the Metro Council adopted Resolution No. 88-960 that provided an exemption from the public contracting procedure for the purpose of requesting proposals from hazardous waste management firms to handle the recycling, treatment, storage, and disposal of household hazardous wastes from two Metro sponsored regional collection events.

The RFP document was available on August 8, 1988.

Announcement of the RFP was advertised the week of August 8, 1988, in the Oregonian, the Skanner, and Portland Business Today. The RFP documents were mailed to; 17 companies that had been sent RFPs for the May 14, 1988 collection event, two companies that





**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

Date: September 15, 1988

To: Metro Council

From: Bob Martin *BM* Solid Waste Engineering Manager

Regarding: Changes made to Attachment B of the contract for Household Hazardous Waste Services.

The Contractor has requested three changes to attachment B which are as follows:

1. The cost of collecting oil based paints will be the same as for latex paints.
2. The cost to additionally insure Metro is not a fixed cost, but is variable at 1% of the total contract amount.
3. The contractor has asked to be paid 10% of the total contract amount seven days prior to each event to cover his mobilization costs.

These changes have been made to attachment B of the contract for Household Hazardous Waste Services, however the total cost of the contract remains below the \$277,283.00 stated as the amount not to be exceeded in Resolution No. 88-974.



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WHEREAS, A Household Hazardous Waste Collection Day involves many variables in the type, quantity, treatment and disposal options for the materials collected it was necessary to negotiate the terms of the agreement; and

WHEREAS, A complete Request for Proposals process was followed and interviews granted to four companies, the selection of the contractor is based on the company's past experience, price per drum, price per material, ability to meet Metro guidelines and deadlines, and ability to handle unknown materials, ability to be responsible for all materials collected at the event; and

WHEREAS, All proper procedures have been followed to procure the most qualified vendor at the most favorable cost for this project; and

WHEREAS, The Metro team recommends contracting with Safety Specialists, Inc to handle all materials collected at both the October 1, 1988 and the April 22, 1989 Household Hazardous Waste Collection Events; now, therefore,



**PUBLIC CONTRACT**

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and SAFETY SPECIALISTS, INC., whose address is P.O. Box 4420, Santa Clara, CA 95054, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I**

**SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment "A." All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II**

**TERM OF CONTRACT**

The term of this Contract shall be for the period commencing September 23, 1988 through and including July 10, 1989.

**ARTICLE III**

**CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "B." Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "B."



BE IT RESOLVED,

: That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into a contract with Safety Specialists, Inc. to handle all the materials from the Collection Day Events in a form substantially similar the attached Public Contract, and for an amount not to exceed \$277,283.00.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Mike Ragsdale, Presiding Officer



engaged in performing the work under this ~~Contract~~ and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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

## ARTICLE VII

### PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms



#### ARTICLE IV

##### LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

#### ARTICLE V

##### TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

#### ARTICLE VI

##### INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees



it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

#### ARTICLE XI

##### SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting 7.0 percent of the contract amount to Disadvantaged Businesses and 5.0 percent of the contract amount to Women-Owned Businesses. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.



necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Contract. CONTRACTOR acknowledges receipt of copies of ORS 187.010-.020 and 279.310-.430.

#### ARTICLE VIII

##### ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

#### ARTICLE IX

##### QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

#### ARTICLE X

##### OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and



are hereby expressly incorporated by reference. — Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

#### ARTICLE XV

#### ASSIGNMENT

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

SAFETY SPECIALISTS, INC.

METROPOLITAN SERVICE DISTRICT

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

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

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

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

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

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

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## ARTICLE XII

### RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

## ARTICLE XIII

### SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV

### INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract



## ATTACHMENT A

### SCOPE OF WORK

- A. The contractor shall perform, or cause to be performed, the following services:
- 1) Contractor shall unload waste from participant vehicles, sort, manifest, package, load, transport, treat, reuse, recycle, store, and dispose of all materials collected from two household hazardous waste collection events to be held at four sites (see to section B below) on Saturday October 1, 1988 and Saturday April 22, 1989, except those waste specifically described in section C of this Scope of Work.
  - 2) Contractor shall meet with Metro and fire department personnel as needed to coordinate the event.
  - 3) Contractor shall prepare and present, to Metro during the week before the event, a pre-event safety training session for Metro staff, and fire department personnel who will be on-site during the event.
  - 4) Contractor shall meet with Metro and fire department personnel during the week following the event to evaluate the success of the event.
  - 5) Contractor shall provide U.S. DOT approved barrels at each site on the day before the event is to occur. The number of barrels will be determined by the Contractor, and the contractor is responsible for providing any additional barrels necessary on the day of the event. The contractor will also be responsible for obtaining drop boxes to dispose of empty containers and other non-hazardous waste generated at the collection site by the contractor.
  - 6) Contractor shall supply all materials, labels, documentation, equipment and products of whatever nature to perform the services described in this contract. The Contractor will provide absorption materials at each site in case of a spill, and supply plastic ground cover and tents for the areas where materials will be packaged and/or stored.
  - 7) Contractor shall ensure that there are at least ten Contractor-supplied technicians at each of the four sites. Each site shall be managed so that the time that participants must wait in line is kept to a minimum. (Maximum wait time should not be more than 30 minutes.)



- 8) Contractor shall select the appropriate treatment, storage and disposal sites for all hazardous materials collected at the event. The site(s) shall be fully permitted, EPA and Oregon DEQ (or the appropriate state agency of another state) approved hazardous waste treatment, storage and disposal facilities. Contractor shall be responsible to provide lawful disposal of all materials collected.
- 9) Contractor shall assist in decreasing the actual number of barrels that will be disposed at a hazardous materials landfill and thereby assist in reducing costs. The Contractor shall provide bulking for compatible hazardous materials either on site or at a storage facility before final disposal options are used. The Contractor shall not labpack or landfill materials if treatment alternatives are available and the cost is not prohibitive. The Contractor shall not pack materials that can be managed as a non-hazardous waste. Non-hazardous waste will be disposed in the drop boxes provided by the contractor or will be returned to the resident for home disposal.
- 10) Contractor shall remove all materials from the sites within 48 hours after the event. The Contractor will provide storage until final disposal options are secured.
- 11) Contractor shall remove and manage the household hazardous waste that was left at the Gresham site during the November 1986 collection event. There is approximately one drum of dioxin containing waste.
- 12) No later than 75 days after the event the Contractor shall provide Metro with:
  - Copies of all manifests,
  - Written description, quantity, and U.S. DOT classification of each type of material handled,
  - Written description of mode of transportation and disposal options chosen for all materials, and
  - An itemized list of costs for the collection event.
- 13) Contractor shall maintain and keep in effect for the term of this contract, liability insurance for claims arising out of death or bodily injury and property damage from hazardous waste handling, transport, treatment, storage, and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, and Automobile/Sudden and Accidental Pollution Liability Coverage. Contractor shall also maintain and keep in effect for the term of this contract, insurance in the amount of \$1,000,000.00. Contractor shall provide Metro with certificates of insurance indicating the above-described coverage and Metro shall be listed as an



additional named insured on all such certificates.

- 14) The performance of the above described services shall be in full compliance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the Resource Conservation and Recovery Act, and regulations, rules and orders of the United States Environmental Protection Agency, the U.S. Department of Transportation, Oregon's Department of Environmental Quality, and the Oregon Department of Transportation.

#### B. Site Locations

The following are the proposed sites for the Household Hazardous Waste Collection Event. Metro reserves the right to change the location of these sites. If changes are made all new locations will be within the Metropolitan Service District boundaries.

1. Gresham City Hall  
1333 NW Eastman Parkway  
Gresham, OR
2. Washington County Fire District 1 Training Center  
3608 SW 209th  
Aloha, OR
3. Clackamas Rural Fire District 71 Training Center  
15990 SE 130th  
Clackamas, OR
4. DEQ Testing Station  
5885 N.W. St. Helens Rd.  
Portland, OR

#### C. Unacceptable Waste

The following is a list of waste that the contractor will not accept for collection at the household hazardous waste collection events:

Radioactive waste  
Explosive waste (These wastes will be handled by a local  
bomb squad.)  
Asbestos waste



ATTACHMENT B

<u>ITEM</u>	<u>UNIT</u>	<u>\$/UNIT</u>
Lab Packed PCB Oil (100 ppm)	Drum	\$1,000.00
Lab Packed Pesticides	Drum	\$215.00
Loose Packed Varnish	Drum	\$215.00
Loose Packed Acid	Drum	\$215.00
Loose Packed Base	Drum	\$215.00
Loose Packed Aerosol Paint	Drum	\$120.00
Loose Packed Aerosol Cleaners	Drum	\$120.00
Loose Packed Aerosol Pesticides	Drum	\$120.00
Bulked Automotive Oils	Drum	\$125.00
Bulked Non-Halogenated Solvents	Drum	\$175.00
Lab Packed Halogenated Solvents	Drum	\$215.00
Bulked Antifreeze	Drum	\$175.00
Loose Packed Auto Batteries	Drum	\$150.00
Loose Packed Alkaline Batteries	Drum	\$215.00
Loose Packed Pentachlorophenol	Drum	\$215.00
Lab Packed Dioxin Containing Materials	Drum	\$215.00
Latex/Oil Paint	Gallon	\$2.50
Labor	Fixed	\$94,400.00
Bins	Fixed	\$1,200.00
Additional Insured	1% of total	\$2,773.00

TOTAL COST NOT TO EXCEED \$277,283.00

The contractor will be paid \$27,728.00 seven days before each event to cover mobilization expenses.



Vote on the Main Motion as Amended: A vote resulted in:

Ayes: Councilors DeJardin, Gardner, Hansen, Kelley,  
Kirkpatrick, Knowles, Van Bergen, Waker and Ragsdale

Nays: Councilors Coleman, Collier and Hansen

The motion carried and Resolution No. 88-980 was adopted as amended.

7.6 Consideration of Resolution No. 88-974, for the Purpose of Authorizing a Public Contract with Safety Specialists, Inc. to Collect, Transport, Store, Recycle, Treat and Dispose of Hazardous Waste from Two Collection Day Events to be Held by Metro on October 1, 1988, and April 22, 1989

Councilor Hansen, Chair of the Solid Waste Committee, briefly summarized staff's report. He added that since the Committee had recommended approval of the resolution, staff had requested changes to the contract which would alter the contract sum.

Motion: Councilor Hansen moved, seconded by Councilor Kelley, to adopt Resolution No. 88-974 to include the three language changes recommended by staff per Bob Martin's memo to the Council dated September 15, 1988.

At Presiding Officer Ragsdale's request, Bob Martin, Solid Waste Engineering Manager, reviewed the three proposed changes to Attachment B to the resolution: 1) the cost of collecting oil based paints would be the same as for latex paints; 2) the cost to additionally insure Metro was not a fixed cost but was variable at 1 percent of the total contract amount; and 3) the contractor would be paid 10 percent of the total contract amount seven days prior to each event to cover his mobilization costs.

For all future actions, the Presiding Officer directed Metro staff to specifically refer to contracts, reports, RFPs, RFBs, and other types of attachments in the body of resolutions and ordinances as exhibits to the resolutions or ordinances. Any amendments to the attachments would require committee or Council approval.

Vote: A vote on the motion to adopt the resolution resulted in all ten Councilors present voting aye. Councilors Cooper and Kelley were absent.

The motion carried and Resolution No. 88-974 was adopted as amended.

8. COMMITTEE REPORTS

Councilors announced various upcoming meetings.

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September 22, 1988  
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There was no other business and the meeting was adjourned at  
11:50 p.m.

Respectfully submitted,

A. Marie Nelson  
Clerk of the Council

amn  
0192D/313  
10/18/88