

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING RELEASE) RESOLUTION NO. 97-2534
OF RFP #97R-20-REM FOR DESIGN OF A LATEX)
PAINT PROCESSING BUILDING AND AN) Introduced by Mike Burton
EXPANSION OF THE COMMERCIAL SIDE OF THE) Executive Officer
MAIN TRANSFER BUILDING AT METRO SOUTH)
STATION, AND DESIGN OF A MAINTENANCE)
BUILDING AT THE ST. JOHNS LANDFILL)

WHEREAS, For reasons of safety and efficiency as described in the accompanying staff report, Metro requires the construction of a latex paint processing building at Metro South Station; and

WHEREAS, As described in the accompanying staff report, and as contained in Metro's Adopted Capital Improvement Plan, an expansion of the commercial portion of the main transfer building at Metro South will result in an increase in materials recovery; and

WHEREAS, As described in the accompanying staff report, and as contained in Metro's Adopted Capital Improvement Plan, construction of a maintenance building at the St. Johns Landfill is needed; and

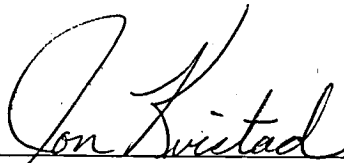
WHEREAS, Metro requires the services of a design contractor as described in the request for proposals attached as Exhibit "A" is necessary to proceed with these projects; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

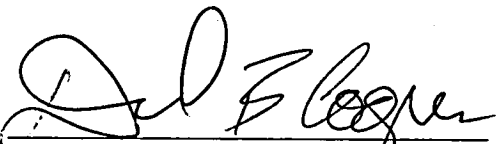
1. That the Metro Council authorizes issuance of RFP #97R-20-REM attached hereto as Exhibit "A".
2. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to execute a contract with the most qualified proposer.

ADOPTED by the Metro Council this 11th day of September,
1997.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

RRS:aey

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Exhibit "A"

**REQUEST FOR PROPOSALS
FOR
DESIGN OF A LATEX PAINT RECYCLING BUILDING
AND EXPANSION OF TRANSFER BUILDING
FOR METRO SOUTH STATION, AND
DESIGN OF A MAINTENANCE BUILDING AT THE
ST. JOHNS LANDFILL**

RFP #97R-20-REM

JULY 1997

**Metro
Regional Environmental Management
600 N.E. Grand Avenue
Portland, OR 97232
503-797-1650**

REQUEST FOR PROPOSALS
FOR
DESIGN OF A LATEX PAINT RECYCLING BUILDING
AND EXPANSION OF TRANSFER BUILDING
FOR METRO SOUTH STATION, AND
DESIGN OF A MAINTENANCE BUILDING AT THE
ST. JOHNS LANDFILL

I. INTRODUCTION

The Regional Environmental Management (REM) Department of Metro is requesting proposals for the design of a latex paint recycling building and expansion of the commercial side of the main transfer building at its Metro South transfer station, as well as design of a maintenance building at its closed St. Johns Landfill. The work at Metro South will involve design services to furnish Metro with a pre-engineered metal frame building including foundation, utility and service connection, as well as a 2,500 square foot expansion of the main transfer station building. Design services for a pre-engineered metal frame building, foundation, utility and service connection is also needed at the St. Johns Landfill. The successful contractor shall also participate in the selection of construction contractor, provide assistance with quality assurance during construction and provide final as-built drawings.

Metro is a regional government serving the Portland metropolitan area, organized under the laws of the State of Oregon and the 1992 Metro Charter. Proposals will be received at the reception desk of REM, attention Rob Smoot, 600 NE Grand Avenue, Portland, Oregon 97232, until 3:00 p.m., on Monday, September 8, 1997. Details concerning the project are contained in the request for proposals (RFP) and background documents. Copies of the RFP and background materials may be obtained by contacting Regional Environmental Management at (503) 797-1650.

II. BACKGROUND

Metro South Latex Building

Metro South Station (MSS) is located in Oregon City, OR. Metro receives about 45,000 gallons of latex paint annually through its Hazardous Waste Program. Utilizing an abandoned loading tunnel at Metro South, the program has been able to recycle 34% of the paint received, solidify and dispose of 64% in a general-purpose landfill, and dispose of 2% as hazardous waste. The program receives more latex paint than any other material, and the amount is growing by 9% annually.

A recent independent health and safety audit identified a variety of ergonomic and potential respiratory problems associated with current operations. In addition, the tunnel provides inadequate storage, causing paint to be stored outdoors where it can freeze and become unrecoverable. Staff has concluded that due to its original design, the tunnel is an inappropriate place to conduct these operations, and latex paint recovery operations need to be moved.

Two scenarios were examined to replace tunnel operations: 1) Contracting out processing and recovery of latex paint, or 2) Constructing an appropriate building to process and recover the paint. Based on an analysis for Metro's capital improvement program, construction of a latex paint processing building was shown to be the most cost effective option, while achieving higher recycling rates. The option to build is approximately half the cost of contracting out the work. In addition, having a facility to recycle paint will allow Metro to control the recovery rate.

The type of building recommended for this function is a prefabricated metal building that is manufactured and partially assembled off-site. It will be approximately 5,000 square feet and consist of a paint processing area, office, lunchroom and lavatory/shower. A prefabricated building was chosen because it is the least expensive structure, and it can be erected in the shortest time frame.

Metro South Commercial Tip Floor Expansion

Metro South transfers waste by having customers dump their waste into a central pit running the length of the facility, and then pushing the waste into two large compactors at the end of the pit. These compactors compress the waste into large bales that are extruded into transfer trailers that convey the waste to the Columbia Ridge Landfill.

While this type of transfer operation is efficient, it precludes significant materials recovery, which requires sorting of the waste. As described in Metro's Capital Improvement Plan, an expansion of the transfer station on the commercial side will enhance materials recovery. The expansion will provide additional floor space for the operator to sort and store high-grade loads from commercial customers for materials recovery. Loads that will be targeted for recovery are source-separated yard debris and construction debris (wood waste). The expansion is needed to store this material until enough is available to create a compactor load. Use of the compactor will reduce the number of loads that need to be transferred to processing facilities by increasing the amount of material in each load. The expansion will also allow the recoverable materials to be dropped into the pit closer to or right over the compactor, which will minimize contamination of the recoverable materials from trash that is in the pit.

St. John's Maintenance Building

The St. Johns Landfill is located at 9363 N. Columbia Blvd., Portland, Oregon. It is a closed 238-acre landfill that received waste until 1991. A closure system has been installed at the site to collect gas, control runoff and water infiltration. In addition, extensive monitoring is done of both surface and groundwater. A crew and equipment are stationed at the landfill to monitor and maintain the system and perform sampling. Personnel are currently stationed in an onsite scalehouse structure and construction trailer. These structures will be moved to make way for a law enforcement training facility. Metro will temporarily lease a trailer to house personnel during construction of new facilities.

Metro will be required to operate, maintain, and evaluate the environmental improvements at the St. Johns Landfill for at least 30 years after closure is complete. In addition, Metro has recently entered into a landfill gas agreement, which obligates Metro to operate the gas collection system for the purchaser of the gas. Tasks that need to be performed include establishing native vegetation and, inspecting and repairing damage to the cover system caused by erosion, settlement and gas pressure. The collection system must be carefully maintained to avoid air pollution, underground fires and rupture of the liner. Metro must also monitor groundwater, storm and surface water, and sediment and fish tissue to detect any adverse environmental impacts.

To accomplish the above a maintenance/storage area is required for equipment such as a backhoe, agricultural tractors, all terrain vehicles, power equipment, monitoring equipment, and tools. In addition, a safe environment is needed for on-site personnel with decontamination showers, proper lifting equipment, and protection from the elements.

Staff is also negotiating with the Portland Police Bureau to site a driver-training course on the rectangular portion of Parcel 'A' (south of the rail tracks) that is currently occupied by the scalehouses. The Police and the City's Maintenance Bureau would construct the driver-training course. The City has asked that Metro include the grading and drainage plans for the training course in this RFP as a separate bid item.

In the remaining pie shaped area of Parcel 'A' (north of the tracks), which used to be the public drop-off area, Metro intends to locate a multi-use maintenance and office building that can house both the Police and Metro staff. The Police would like to lease a storage/maintenance stall, an office, and a classroom from Metro.

Since the environmental assessment of Parcel 'A' suggests that trash that was disposed there does not pose a significant environmental risk, the proposed construction is an extremely cost effective method of landfill closure. By paving a large portion of the site, it not only effectively closes the area, but also provides a needed driving course that can be used by both the City and Multnomah County.

The estimated design cost for the combined projects is \$80,000. The design cost contained in the CIP for the maintenance building and the tip floor expansion are \$30,000 and \$17,000, respectively. The estimated cost for design of the latex building is \$33,000. These costs reflect an estimate of approximately 10 to 12 percent of the estimated construction cost.

Metro expects that the design phase of this work can be completed by November 3, 1997.

III. PROJECT SUMMARY / SCOPE OF SERVICES

Metro is requesting the design of two separate projects at Metro South Station. The first is the specification of a prefabricated metal building, its foundation and necessary utility connection, for use in recycling latex paint. The building is to be located in the northeast corner of the trailer parking lot. Metro is particularly concerned about the mechanical/ventilation portions of the design.

The second project is for the design of an expansion to the commercial side of the main transfer building. The expansion shall be at least 2,500 square feet and occupy the current grassy area near the entrance to the commercial tip area. The expansion area will be used to recover materials from commercial loads of mixed waste entering the facility. The expansion should be consistent with existing facility structure and permit direct access to the compactors located in the pit. Detailed drawings of this portion of the facility are available upon request.

In addition to the project at Metro South, Metro requires design services for the specification of a prefabricated metal building, its foundation and necessary utility connections at the St. Johns Landfill. Metro will also require that site grading and drainage plans be developed for parking around the maintenance building and for a drivers training course at the St. Johns Landfill. As with the latex building above, Metro has developed specifications for this project in anticipation of a design/build approach. The services required herein entail developing a final design and specifications for the maintenance building utilizing the previous work done by Metro as a starting point.

Metro is, however, considering the deletion of the office portion of the design for the maintenance building. This decision is dependent on the cost effectiveness of purchasing or leasing a prefabricated mobile building as office space. The successful proposer may be asked to assist Metro in this analysis.

For all three projects, Metro requires not only design services, but also assistance in preparing bid specifications, conducting prebid activities, assistance during and after construction. Tasks, which apply to these projects, are generally described below.

Design Scope of Work

Contractor will produce a design for the projects, including drawings and technical specifications suitable for construction. The design services will also include:

- A. Attend initial design meetings as necessary with Metro to establish design parameters.
- B. Produce preliminary design for approval by Metro.
- C. Produce a 90% complete submittal for review by Metro and Factory Mutual.
- D. Coordinate with and obtain plan check approval from the City of Oregon City and the City of Portland. Contractor will pay all required fees for plan check approvals.
- E. Prepare an engineering estimate for the cost of construction and final drawings.
- F. Contractor will attend the pre-bid conference and be prepared to expend up to 10 man-hours in addressing technical questions.
- G. Contractor will attend the pre-construction conference and be prepared to expend up to 20 man-hours in addressing technical problems and participating as required in preconstruction meetings with the contractor selected.
- H. Provide submittal and clarification review during construction to ensure adherence to drawings and specifications.
- I. Compile as-built information and provide to Metro two hard copies and one electronic copy of as-built drawings (in AutoCad R12) and three hard copies of operating manuals for the system.

Design Parameters

The following parameters must be incorporated in the design:

1. Materials will be new and installed in accordance with the appropriate codes, regulations and industry standards.
2. Design specifications will include a requirement for the Construction Contractor to make submittals for all materials to be used in the installation.
3. Design will include guidance for the construction contractor to minimize disruption to the operation of the facility during construction.
4. Building Specifications
 - **General:** The buildings are to be of the Pre-Engineered Metal Frame Structures. The buildings have to be flexible and easy to expand and reduce in size. Assembly should also be quick and simple.
 - **Building Description:** The buildings will be FIFTY feet wide and ONE HUNDRED feet long and the clear height under the primary frames (eaves) will be SIXTEEN feet.
 - **Design Loads:** The metal frame building shall be designed for the dead loads, live loads, collateral loads and all other applicable loads as well as the combination of these loads as set forth in the latest UBC. The building shall support a concentrated load of 600lb on the beam truss.
 - **Structural Framing:** The design of the structural system shall be of the wide span rigid frame. Internal columns are to be limited to the walls only.

- **Roof System:** The Pitch of the roof is to be 1:4 or approved grading. At Metro South the shape and look of the building is to match aesthetically with the present building located on Metro property.
- **Wall System:** Exterior Walls have to aesthetically blend with the surrounding facilities .
- **Insulation System:** Lunch rooms, restrooms and office areas are to have wall and ceiling insulation for thermal and sound. Wall insulation thickness shall be of full thickness as determined by the framing member size. All exterior walls are to be insulated. All insulation shall meet UBC requirements and The State of Oregon Energy Code Guidelines for Nonresidential Buildings.
- **Coating/Painting:** The metal coating is to have a minimum of 15 years warranty against peel, crack or environmentally adverse cause. All structural steel shall be prime painted as temporary protection against ordinary atmospheric conditions. Subsequent finish and painting, if required, shall be performed in the field. The color of the building is to be selected by Metro and meet aesthetic demands of The City.
- **Restrooms:** Two Restrooms, one male and one female, will be used by a total staff of 4-10 people. Both restrooms are to have handicap access. The restrooms shall be equipped with a shower stall; water closet; sink; mirror/cabinet; toilet paper dispenser; towel hanger, paper towel dispenser and one dual outlet 110V service. The restroom is to be equipped with ventilation as per governing codes and design.
- **Office Room(s):** One office room, to be occupied with 2-3 people at any given time, will be provided in the latex facility and four offices in the maintenance building. Office equipment will be installed at a later date by Metro and will include two computers per office, a copy machine and two phones per office.
- **Lunch Room:** A staff lunchroom shall be designed for 6-10 people. The lunchroom shall be designed to accommodate a refrigerator, microwave and a sink.
- **Meeting Room:** A room will be needed for a meeting/classroom, in the maintenance building only. The room should be designed to have a view screen, podium and table at the front and desk or table space and chairs for 26 people.
- **HVAC:** The open space area of both buildings is to be heated with a Shenandoah Waste Oil Furnace, Reznor Waste Oil Heater or an approved equal that runs on crank case oil, transmission oil, hydraulic fluids or petroleum based lubricants. Ventilation for the maintenance building open area shall be by a variable speed fan/blower with the capability of increasing the flow rate as desired from within the building using a variable switch in the shop area. The latex building may require several variable speed fans/blowers to be provided over the processing areas. The offices, lunchroom, restrooms, and meeting room shall have engineered HVAC systems (individual or centralized) to maintain temperatures of 68 to 72 degrees Fahrenheit and meet all building codes. Adequate ventilation in all areas is one of Metro's major concerns.

5. Utility Service Connection Design

Design acceptable utility service connections for each site. Utility service can be connected to acceptable sources, on the existing properties. Drawings of existing utilities for each site are available at Metro.

- **Storm:** Evaluate, size and provide design drawings and specifications for the routing and connection to an acceptable storm main, storm pipe or manhole. Provide sufficient grading for adequate drainage to collect surface runoffs from the parking lots and roadways indicated. All surface runoff is to be directed to an oil/water separator. The latex facility may need a system designed to collect and treat water used to wash down the process area.
- **Sewer:** Evaluate, size and provide design drawings and specifications for the routing and connection to an acceptable sewer main, sewer pipe or manhole. The sewer system for the maintenance building will require that a holding tank and pumping station be designed to pump the sewer into a force main. The force main is located near the existing landfill access road.
- **Water:** Evaluate, size and provide design drawings and specifications for the routing and connection to an acceptable water supply pipe. Re-route existing 10" water main at Metro South to construct the latex facility, if necessary.
- **Electricity:** Evaluate, size and provide design drawings and specifications for routing and providing electrical power to the proposed site. The electrical load requirement for the facilities has been estimated to be 90KVA. The selected firm is to establish the actual power load requirement and design accordingly.
- **Parking Lot Lighting:** The parking lot is to have adequate lighting [(1) – 100 Watts Street Lamp] every 8ft (or) approved equal.
- **Phones:** Each facility is to have the capability to handle four phone lines. Evaluate, size and provide design drawings and specifications for the installation of a phone network connection for the latex facility. Extend all phone cabling inside the facility and provide outlets as described. (At Metro South the network and phone cables are to be routed through two 2" PVC conduits from the HHW facility to the latex facility. One of the conduits is for future use.)

6. Additional items for the maintenance building.

Metro anticipates the need for an above ground fuel storage tank unit outside of the maintenance building to be used to store hazardous and flammable liquids such as gasoline and diesel fuels. The liquid storage area is to be used to store a maximum of 300 gallons of gasoline and a maximum quantity of 500 gallons of diesel fuel. This unit is to have a 4-ft chain link fence for security purposes and must meet UBC and UFC codes.

Location: 20' South of Building.

Size: (1) 300 gal. ABOVE GROUND FUEL (GASOLINE) TANK
 (1) 500 gal. ABOVE GROUND FUEL (DIESEL) TANK
 (1) 500 gal. ABOVE GROUND WASTE OIL TANK

Accessories: Fuel Dispenser/ Motorized Pump and 4 ft Chain link fence.

Metro also needs an Overhead Crane capable of lifting 2 tons. The hoist should be ceiling mounted with a special support frame work specifically built in: [Bridge Mounted].

Aerial photos of the two sites and general layout drawings for the latex facility and the maintenance building are attached. More detailed site drawings and site utility drawings are available at Metro's office.

IV. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Six copies of the proposal shall be furnished to Metro, addressed to:

Metro

Regional Environmental Management Department

Attn: Rob Smoot

600 NE Grand Avenue

Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 3:00 p.m., Monday, September 8, 1997.

C. RFP as Basis for Proposals:

This Request for Proposals 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 the Proposal. All questions relating to this RFP should be addressed to Rob Smoot at (503) 797-1689. 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 after August 29, 1997.

D. Information Release

All proposers 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 proposers 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.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

V. PROPOSAL CONTENTS

The proposal should contain not more than 20 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested in the manner outlined below. The proposal should be submitted on recyclable, double-sided recycled paper. No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: As part of the proposal, submit a transmittal letter. The letter should provide an overview of the approach that will be used to accomplish the work.

Include in the overview who is to be the contact for the project and who in the firm has authority to sign the agreement with Metro if a contract is awarded to the firm. State that the proposal will be valid for a minimum of 90 days. Also detail which other firms will be involved in the project and their roles.

B. List the specific individuals who will perform the work and their specific roles.

C. Describe the individuals experience in performing similar work, particularly experience with mechanical engineering involving ventilation systems for hazardous environments, experience with prefabricated metal buildings and structural experience with industrial steel frame buildings.

D. Describe the firm's experience in performing similar work.

E. Estimate the number of hours, broken out for each of the three projects, by position required for accomplishing the design portion of the work. Enclose a fee schedule for all personnel to be utilized in the project.

F. Submit a project schedule to accomplish the major items of the scope of work prior to construction.

G. Exceptions and Comments: Firms wishing to take exception to, or comment on, any specified requirements within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VI. EVALUATION OF PROPOSALS

A. Evaluation Process: An evaluation team will conduct the evaluation process. Metro will only evaluate proposals that, in the evaluation team's sole opinion, conform to the proposal instructions.

The team will rank proposals based on the evaluation criteria and points described below. Interviews with the top ranked firm or firms may be conducted.

Based on the evaluation of proposals, Metro will enter into negotiations with the highest ranked firm(s) to finalize a contract. The scoring of the evaluation team, and the consequent ranking of firms, will not be permitted as grounds for an appeal of the award of a contract, per the Metro Code.

If Metro is unsuccessful in negotiating a contract, Metro will select the next-highest ranked firm and attempt to negotiate a contract. This process will continue until a contract is recommended to the Metro Council for award or Metro terminates the procurement.

B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of proposals submitted to accomplish the work defined in this RFP.

- | | |
|--|-----|
| 1. Firm's experience with design of similar systems in similar applications. | 30% |
| 2. Individuals' experience with design of similar systems in similar applications. | 40% |
| 3. Ability to meet project deadlines. | 10% |
| 4. Cost. | 20% |

VII. 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.

VIII. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement 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. Failure to respond will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

ATTACHMENTS

Aerial Photo of Metro South

Latex Building Drawing

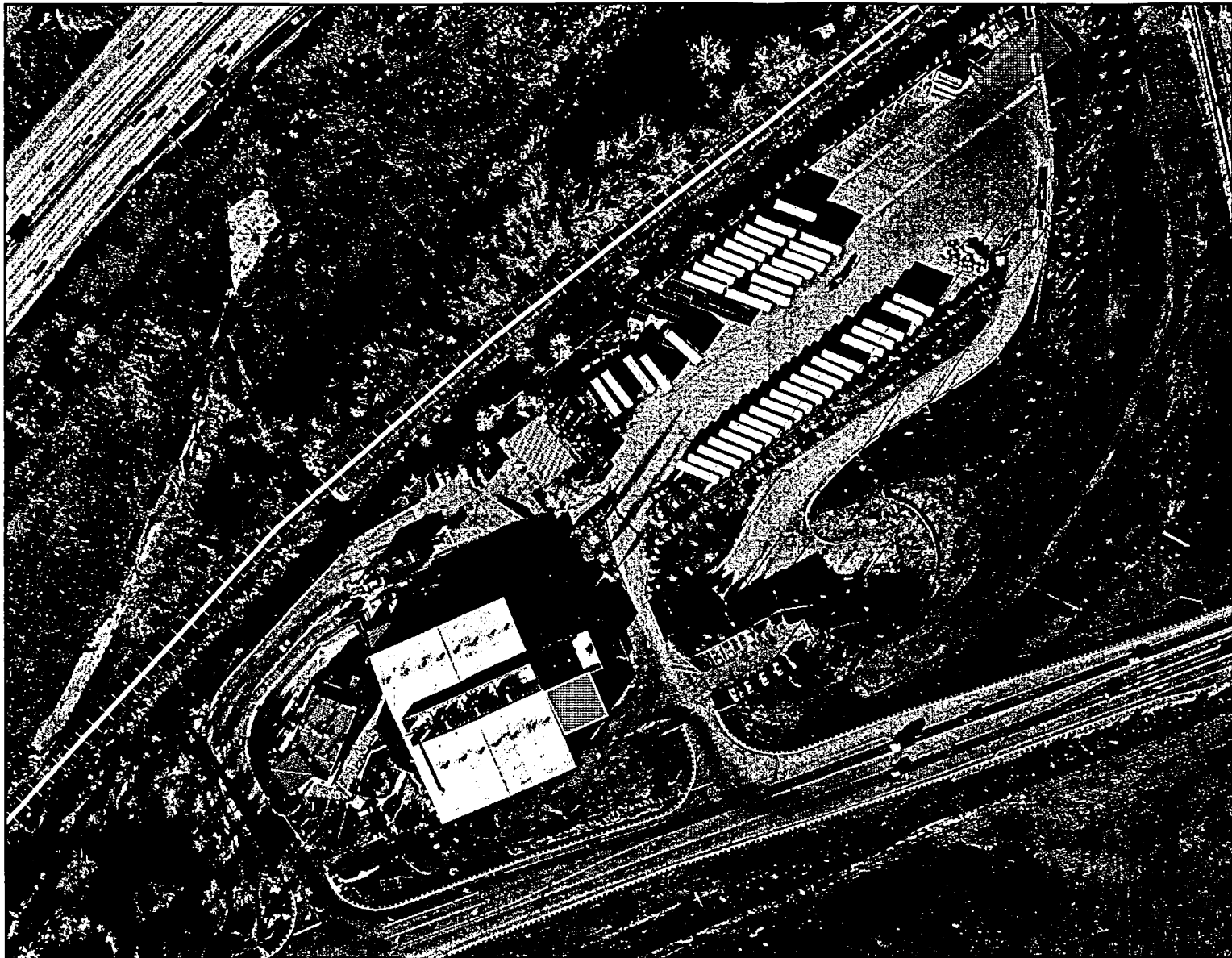
Aerial Photo of St. John's Landfill Parcel 'A'

Site Layout for St. Johns Landfill Parcel 'A'

Maintenance Building Drawing

Personal Services Agreement



Aerial Photo of Metro South

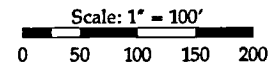


R L I S
REGIONAL LAND INFORMATION SYSTEM

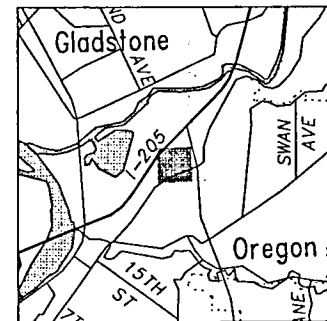
Proposed Improvements

Metro South Transfer Station
January 1997 Aerial Photo

-  Latex Paint Recycling Facility
-  Wood Recovery



600 NE Grand Ave, Portland, OR 97232-2736
Voice 503 787-1742 FAX 503 787-1908
Email arc@metrodot.or.us

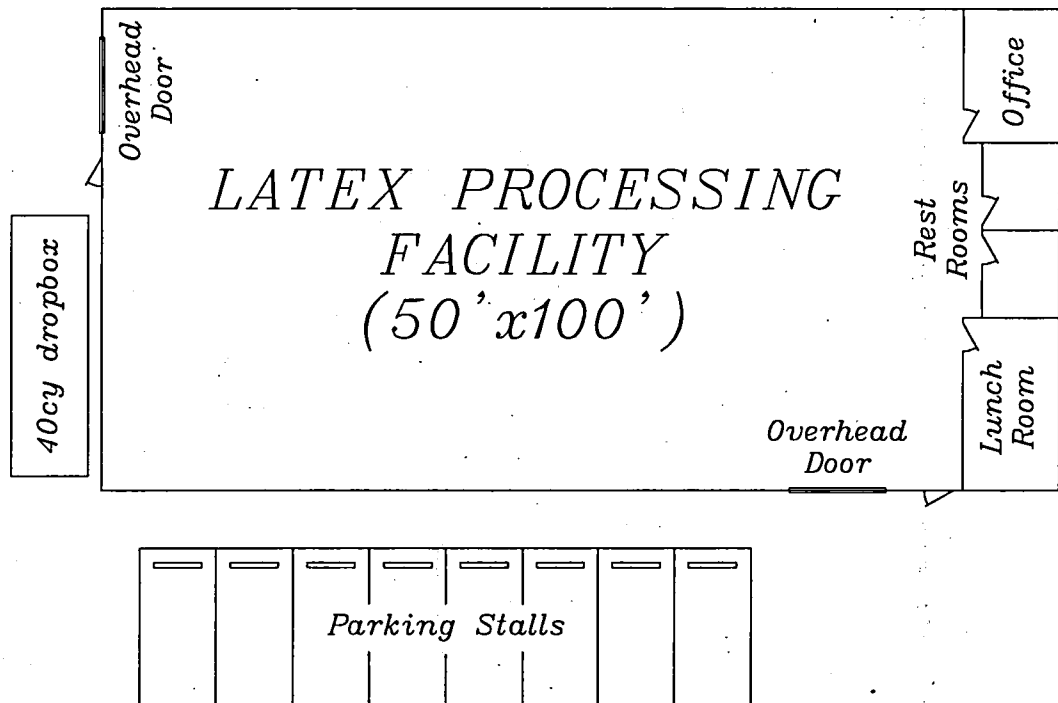


Location map

97045/latex.aml, plot date: July 02, 1997

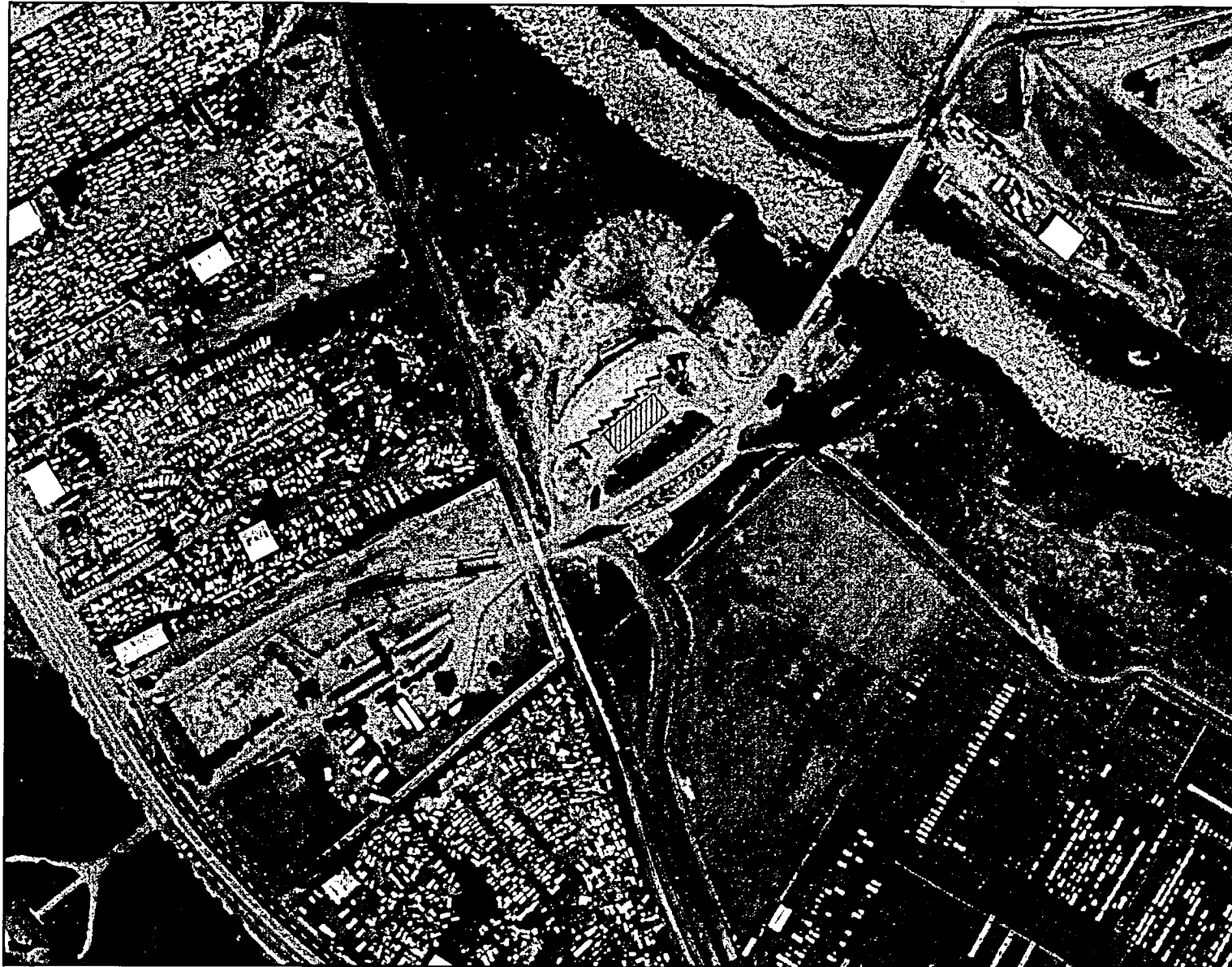
METRO SOUTH STATION
Oregon City, Oregon

(No Scale)



North

Aerial Photo of St. John's Landfill Parcel A'



R L I S
REGIONAL LAND INFORMATION SYSTEM

Proposed Improvements

Parcel A
Maintenance Building

 Maintenance Building

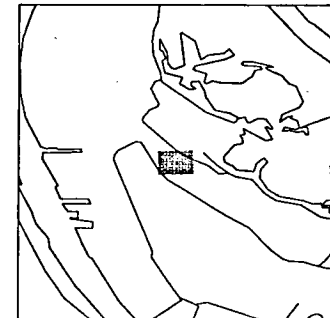
 Area For New Driving Course

Scale: 1" = 150'
0 100 200 300



METRO

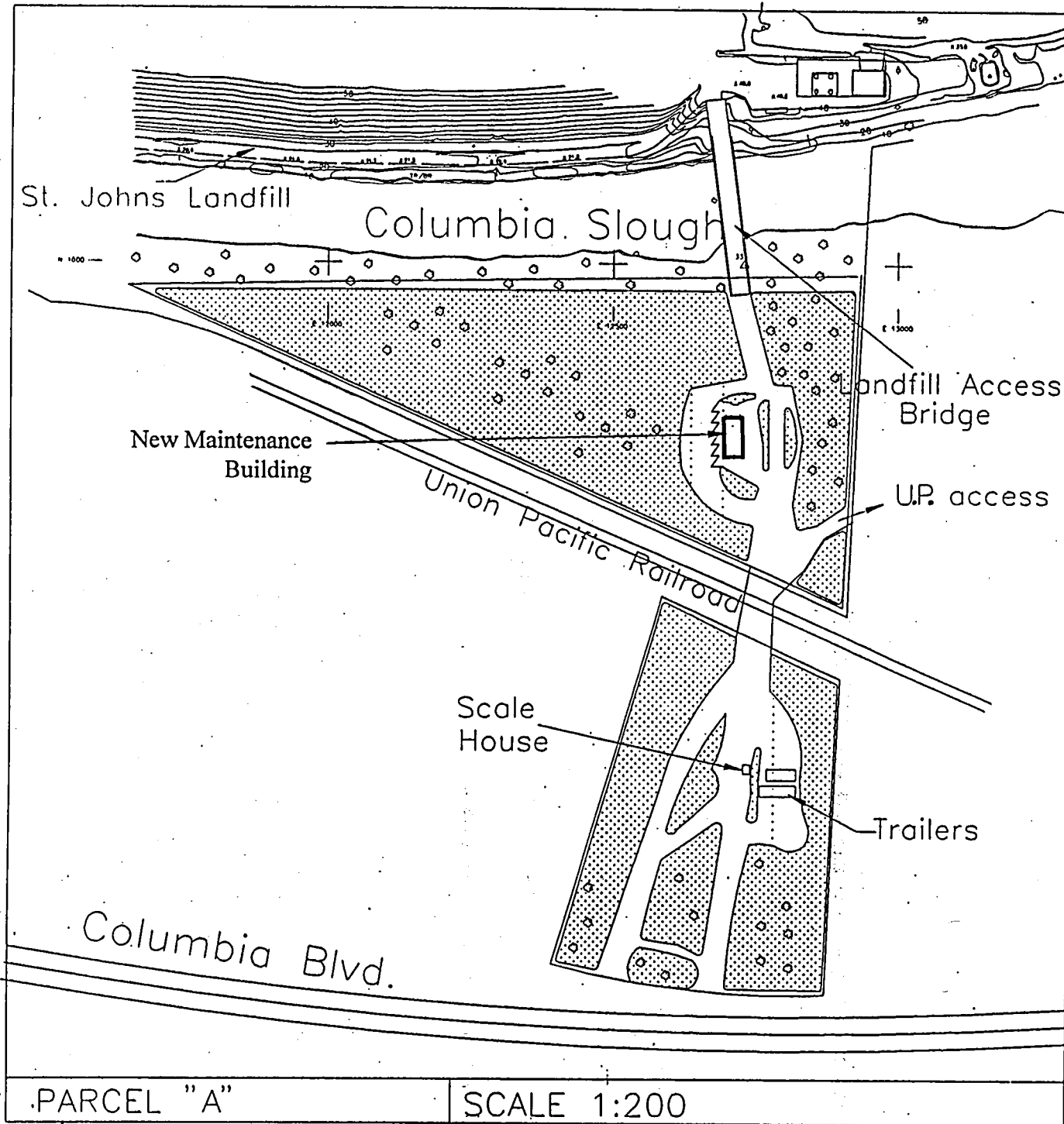
600 NE Grand Ave. Portland, OR 97232-2736
Voice 503 797-1742 FAX 503 797-1909
Email dro@metrodot.or.us



Location map

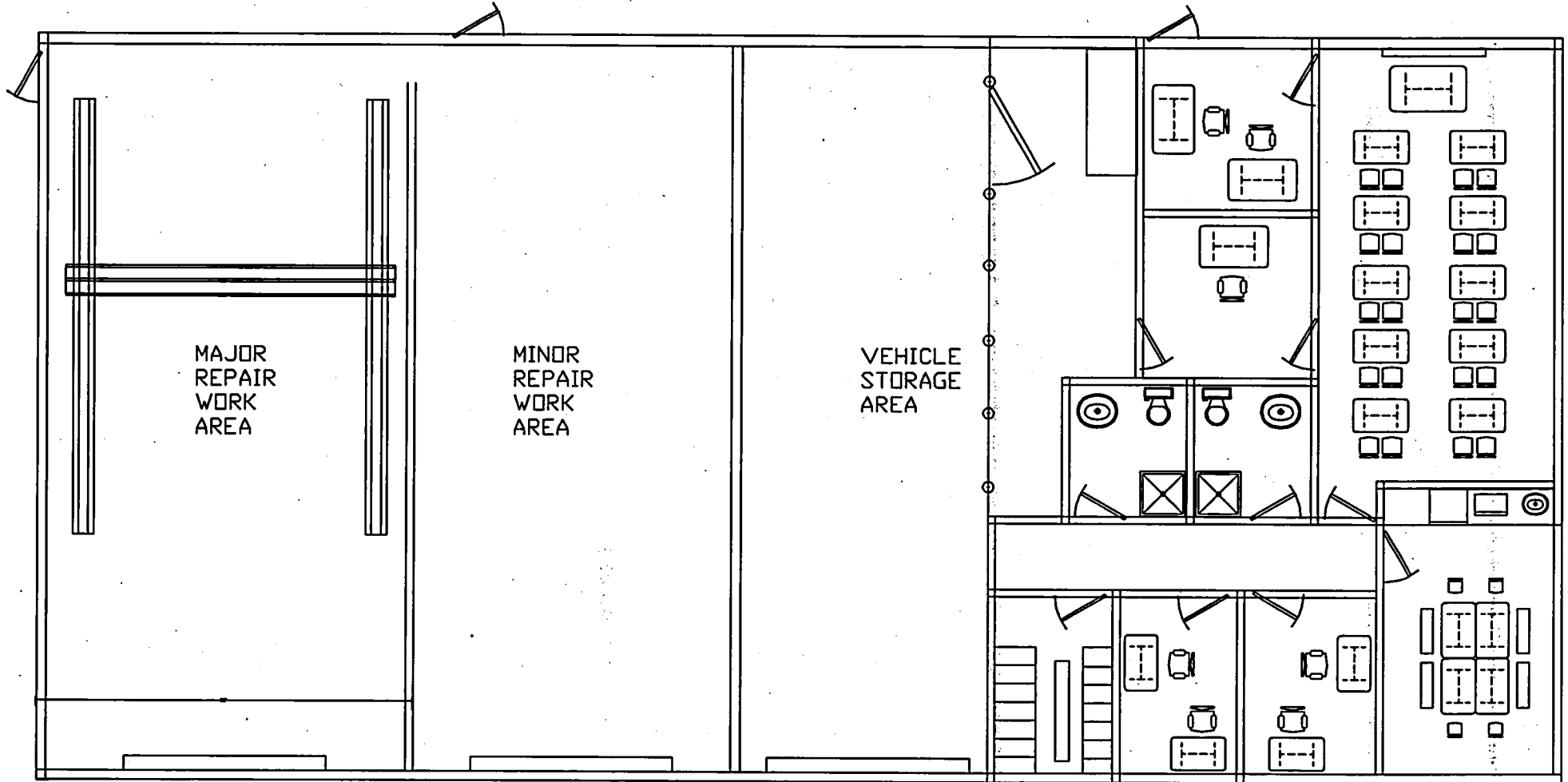
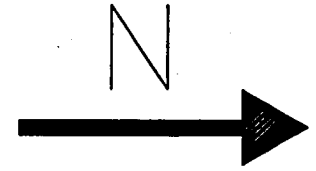
Site Layout for St. Johns Parcel 'A'

**St. Johns Landfill
Parcel A
Area Map**

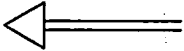


Maintenance Building Drawing

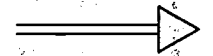
ST. JOHNS LANDFILL
MAINTENANCE BUILDING
(NOT TO SCALE)



TO RR TRACKS



TO LANDFILL



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, 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 November 30, 1998, 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 amounts, manner and at the times specified in the Scope of Work for a maximum sum not to exceed _____ DOLLARS (\$0,000).

4. Insurance.. 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.

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. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. 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.

d. 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.

e. ~~As 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 \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

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 five 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 any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in writing signed by both parties.

Signature

Print name and title

Date

METRO

Signature

Print name and title

Date

Exhibit A

Scope of Work

1. Statement of Work.

PER REQUEST FOR PROPOSAL FOR DESIGN OF A LATEX PAINT RECYCLING BUILDING AND EXPANSION OF TRANSFER BUILDING FOR METRO SOUTH STATION, AND DESIGN OF A MAINTENANCE BUILDING AT THE ST. JOHNS LANDFILL. (Enclosed)

2. Payment, Billing and Term.

Contractor shall provide engineering services for a maximum price not to exceed _____ DOLLARS (\$ _____). Progress payments shall be made following receipt of invoice from Contractor that identifies the cost of services. These costs shall be based upon the rates as outlined in the Hours and Fee Schedule (enclosed) as provided in Contractors proposal. In addition, reasonable miscellaneous costs not addressed in the Hours and Fee Schedule will be considered if accompanied by sufficient back-up information. An expense summary sheet will accompany each invoice.

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.

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.

EXECUTIVE SUMMARY RESOLUTION 97-2534

PROPOSED ACTION

- Adoption of Resolution 97-2534 authorizes the Executive Officer to release a Request for Proposals and execute a contract for the design of a latex paint processing building, an expansion of the commercial side of the main transfer station at Metro South, and design of a maintenance building at the St. John's Landfill (RFP #97R-20 REM).

WHY NECESSARY

- A recent independent health and safety audit identified a variety of ergonomic and potential respiratory problems associated with current latex paint recycling operations. The current facilities do not provide adequate processing and storage space.
- The tip floor expansion will provide additional floor space for the operator to sort and store high-grade loads from commercial customers for materials recovery. The expansion will also allow the recoverable materials to be loaded into the compactor with minimal contamination from waste in the pit.
- Metro will be required to operate, maintain and evaluate the environmental improvements at the St. Johns Landfill for at least 30 years after closure is complete. In addition, Metro has recently entered into a landfill gas agreement, which obligates Metro to operate the gas collection system for the purchaser of the gas. A maintenance building is necessary to perform these responsibilities.

ISSUES/CONCERNS

- Metro could contract for recovery of latex paint. However, an analysis of cost has shown that it is more economical to construct a facility and perform this work using contract labor.
- Metro could develop designs to recover yard debris and wood waste elsewhere on the Metro South property. However, the planned expansion allows use of the compactor for loading, which will reduce the number of loads that need to be transferred to processing facilities by increasing the amount of material in each load.
- Metro could reduce the size of the maintenance facility by choosing not to provide space for the Police in the building.

BUDGET/FINANCIAL IMPACTS

- The total for these proposed projects is approximately \$80,000.
- It is anticipated that no additional staff will be added as a result of these projects, because we would not be adding any new tasks at the facilities. We would only be streamlining and improving facilities.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 97-2534, FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFP #97R-20-REM FOR THE DESIGN OF A LATEX PAINT PROCESSING BUILDING AND AN EXPANSION OF THE COMMERCIAL SIDE OF THE MAIN TRANSFER BUILDING AT METRO SOUTH STATION, AND DESIGN OF A MAINTENANCE BUILDING AT THE ST. JOHNS LANDFILL

Date: June 20, 1997

Presented by: Bruce Warner
Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 97-2534, which authorizes release of RFP #97R-20-REM and authorizes the executive officer to execute a contract for the design of both a latex paint processing building, as well as an expansion to the commercial side of the main transfer building, at the Metro South Station; and design of a maintenance building at the St. Johns Landfill.

FACTUAL BACKGROUND AND ANALYSIS

Metro South Latex Building

Metro receives about 45,000 gallons of latex paint annually through its Hazardous Waste Program. Utilizing an abandoned loading tunnel at Metro South, the program has been able to recycle 34% of the paint received; solidify and dispose of 64% in a general-purpose landfill; and dispose of 2% as hazardous waste. The program receives more latex paint than any other material, and the amount is growing by 9% annually.

A recent independent health and safety audit identified a variety of ergonomic and potential respiratory problems associated with current operations. In addition, the tunnel provides inadequate storage, causing paint to be stored outdoors where it can freeze and become unrecoverable. Staff has concluded that due to its original design, the tunnel is an inappropriate place to conduct these operations, and latex paint recovery operations need to be moved.

Two scenarios were examined to replace tunnel operations: 1) Contracting out processing and recovery of latex paint, or 2) Constructing an appropriate building to process and recover the paint. Based on an analysis for Metro's capital improvement program, construction of a latex paint processing building was shown to be the most cost effective option, while achieving higher recycling rates. The option to build is approximately half the cost of contracting out the work. In addition, having a facility to recycle paint will allow Metro to control the recovery rate.

The type of building recommended for this function is a prefabricated metal building that is manufactured and partially assembled off-site. It will be approximately 5,000 square feet and consist of a paint processing area, office, lunchroom and lavatory/shower. A prefabricated

building was chosen because it is the least expensive structure, and it can be erected in the shortest time frame.

Metro South Commercial Tip Floor Expansion

Metro South transfers waste by having customers dump their waste into a central pit running the length of the facility, and then pushing the waste into two large compactors at the end of the pit. These compactors compress the waste into large bales that are extruded into transfer trailers that convey the waste to the Columbia Ridge Landfill.

While this type of transfer operation is efficient, it precludes significant materials recovery, which requires sorting of the waste. As described in Metro's Capital Improvement Plan, an expansion of the transfer station on the commercial side will enhance materials recovery. The expansion will provide additional floor space for the operator to sort and store high-grade loads from commercial customers for materials recovery. Loads that will be targeted for recovery are source-separated yard debris and construction debris (wood waste). Staff estimates that 5,000 to 10,000 tons of wood waste per year can be recovered. The expansion is needed to store this material until enough is available to create a compactor load. Use of the compactor will reduce the number of loads that need to be transferred to processing facilities by increasing the amount of material in each load. The expansion will also allow the recoverable materials to be dropped into the pit closer to or right over the compactor, which will minimize contamination of the recoverable materials from trash that is in the pit.

St. John's Maintenance Building

Metro will be required to operate, maintain, and evaluate the environmental improvements at the St. Johns Landfill for at least 30 years after closure is complete. In addition, Metro has recently entered into a landfill gas agreement, which obligates Metro to operate the gas collection system for the purchaser of the gas. Tasks that need to be performed include establishing native vegetation and, inspecting and repairing damage to the cover system caused by erosion, settlement and gas pressure. The collection system must be carefully maintained to avoid air pollution, underground fires and rupture of the liner. Metro must also monitor groundwater, storm and surface water, sediment and fish tissue to detect any adverse environmental impacts.

To accomplish the above a maintenance, a storage area is required for equipment such as a backhoe, agricultural tractors, all terrain vehicles, power equipment, monitoring equipment, and tools. In addition, a safe environment is needed for on-site personnel with decontamination showers, proper lifting equipment, and protection from the elements.

Staff is also negotiating with the Portland Police Bureau to site a driver-training course on the rectangular portion of Parcel 'A' (south of the rail tracks) that is currently occupied by the scalehouses. The Police and the City's Maintenance Bureau would construct the driver-training course. The City has asked that Metro include the grading and drainage plans for the training course in the proposed RFP as a separate bid item. They will reimburse Metro if the bid is acceptable.

In the remaining pie shaped area of Parcel 'A' (north of the tracks), which used to be the public drop-off area, Metro intends to locate a multi-use maintenance and office building that can house both the Police and Metro staff. The Police would like to have a storage/maintenance stall, an office, and a classroom for themselves. Metro and the City are negotiating the terms to provide this space in our maintenance building and to determine whether payment will be by lease or share in the construction cost. These negotiations should be complete by November 1997. The final design of the maintenance building will depend on the outcome of the negotiations with the City.

Since the environmental assessment of Parcel 'A' suggests that trash that was disposed there does not pose a significant environmental risk, the proposed construction is an extremely cost effective method of landfill closure. By paving a large portion of the site, it not only effectively closes the area, but also provides a needed driving course that can be used by both the City and Multnomah County.

The request for proposals attached to the resolution as Exhibit "A", will result in the production of specifications and drawings for each of these projects. These specifications and drawings will be incorporated into a request for bids for construction.

All of these projects are identified in the Metro CIP and were to begin in fiscal year 96-97. Land use issues and siting concerns have caused these projects to slip into the next fiscal year. Staff expects that the three projects can be completed by fall of 1998.

BUDGET IMPACT

The estimated design cost for the combined projects is \$80,000. The design cost contained in the CIP for the maintenance building and the tip floor expansion are \$30,000 and \$17,000, respectively. The estimated cost for design of the latex building is \$33,000. These costs reflect an estimate of approximately 10 to 12 percent of construction cost.

The cost to construct the maintenance building, the tip floor expansion and the latex building are estimated to be \$311,000, \$221,000 and \$278,000, respectively, as shown in the CIP.

The CIP indicates that there is no added operating cost for the tip floor expansion. However, the maintenance building will require an additional \$17,000 per year for operating expenses. The CIP did not show operating costs for the latex building, however, staff has estimated that having a larger building and adding paint solidification to the operating procedures will reduce the current operating costs of the latex program by \$40,000 per year.

These funds are available in the general account for fiscal year 97-98.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2534.

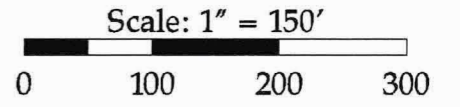


Proposed Improvements

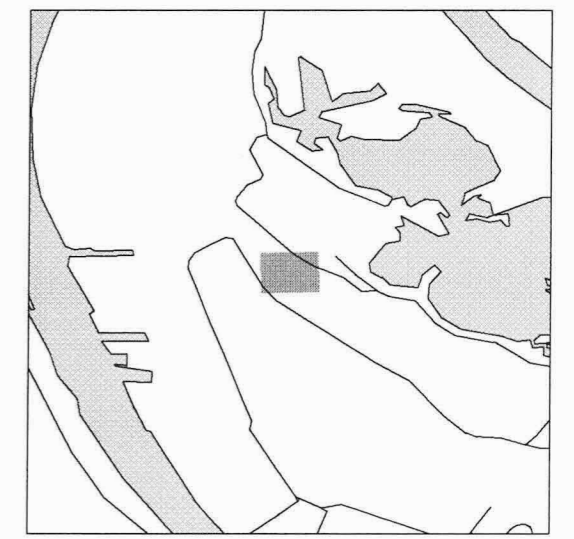
Parcel A
Maintenance Building

 Maintenance Building

 Area For New Driving Course



600 NE Grand Ave, Portland, OR 97232-2736
Voice 503 797-1742 FAX 503 797-1909
Email dro@metrodst.or.us



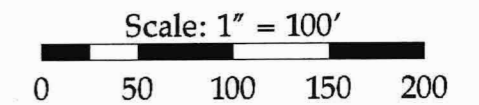
Location map



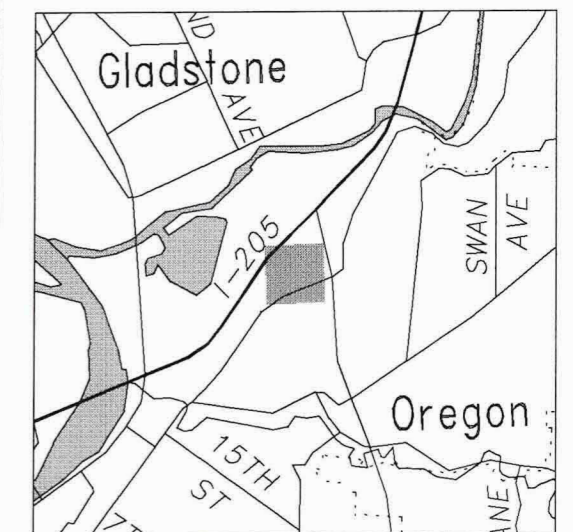
Proposed Improvements

Metro South Transfer Station
January 1997 Aerial Photo

-  **Latex Paint Recycling Facility**
-  **Wood Recovery**



600 NE Grand Ave, Portland, OR 97232-2736
Voice 503 797-1742 FAX 503 797-1909
Email dro@metrodst.or.us



Location map