

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 92-1548
CONTRACT WITH WESTERN)
COMPLIANCE SERVICES, INC. TO) Introduced by Rena Cusma,
TRANSPORT RECYCLE, TREAT AND) Executive Officer
DISPOSE OF WASTES COLLECTED AT)
METRO'S PERMANENT HOUSEHOLD)
HAZARDOUS WASTE COLLECTION)
FACILITIES)

WHEREAS, On July 11, 1991, the Council of the Metropolitan Service District authorized issuance of a Request for Proposals for a hazardous waste management firm to transport, recycle, treat and dispose of wastes collected at Metro permanent household hazardous waste collection facilities; and

WHEREAS, Four firms responded to the Request for Proposals; and

WHEREAS, Based on lower price, and satisfactory qualifications and experience, and the capability to provide various supplementary services, Western Compliance, Inc., is the preferred proposer; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby approves the award of a contract to Western Compliance Services, Inc., to transport, recycle, treat and dispose of wastes collected at Metro's permanent household hazardous waste collection facilities, and authorizes the Executive Officer to execute a contract substantially in the form attached as Exhibit A, and made part of this resolution by reference.

ADOPTED by the Council of the Metropolitan Service District this 9th day of January, 1992.



Jim Gardner, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902247 BUDGET CODE NO. 531 310243 526613 75970
 FUND: Operating DEPARTMENT: Solid Waste (IF MORE THAN ONE) 531 310253 526613 75970
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Removal of hazardous materials from MSS and MCS hazardous waste facilities

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Western Compliance Services, Inc., and Metropolitan Service District

5. EFFECTIVE DATE January 10, 1992 TERMINATION DATE June 30, 1993
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>1,200,000.00</u>
	PREV. AMEND	_____
	THIS AMEND	_____
	TOTAL	\$ <u>1,200,000.00</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 19891-8 92 \$ 400,000.00
 B. BUDGET LINE ITEM NAME haz waste disposal AMOUNT APPROPRIATED FOR CONTRACT \$ 800,000.00
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF December, 1991 \$ 110,670.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
_____	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS _____

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE

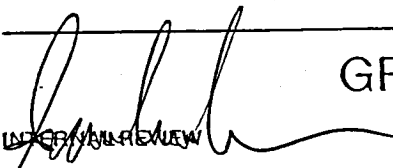
TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |

15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____

16. COMMENTS:
 Metro has the option to extend this contract from 7/1/93 to 6/30/94. Payments during such extension period shall not exceed \$1,500,000.00.

GRANT/CONTRACT APPROVAL


 INTERIM REVIEW
 DEPARTMENT HEAD

CONTRACT REVIEW BOARD
 (IF REQUIRED) DATE _____

COUNCIL REVIEW
 (IF REQUIRED)

FISCAL REVIEW _____

1. _____
 COUNCILOR

DATE _____

BUDGET REVIEW _____

2. _____
 COUNCILOR

3. _____
 COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM _____
 B. CONTRACTS OVER \$10,000 _____
 C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

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 Western Compliance Services Inc., whose address is 11330 SW Clay, Sherwood, OR 97140, 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 January 10, 1992, through and including June 30, 1993. If Metro is satisfied with Contractor's performance, Metro may extend the contract to and including June 30, 1994, by delivering a written extension notice to Contractor.

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.

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 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

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby

incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. ORS Chapter 279 states, in part, that the Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage to all their subject workers. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

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 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 zero percent of the contract amount to Disadvantaged Business Enterprise and zero percent of the contract amount to Women-Owned Business Enterprise. 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.

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 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.

WESTERN COMPLIANCE SERVICES INC.

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

JQ:jc
hhw\western.cnt

ATTACHMENT A

SCOPE OF WORK

1. Metro shall receive, sort, package, label and store all wastes received at the Metro South and Metro Central Household Hazardous Waste (HHW) Collection Facilities. Sorting, packaging and labeling shall be in accordance with Schedule A, Disposal Categories and Facilities.
2. Contractor shall pick up wastes and remove them from the HHW facilities as needed. Contractor may reject wastes if they are not properly packaged, or if they are listed under Wastes not Accepted in Schedule A.
3. Contractor shall transport Accepted Wastes to Contractor's Treatment, Storage, and Disposal Facility (TSDF), located at 11330 S.W. Clay St., Sherwood, Oregon. Wastes transported to Contractor's TSDF shall be recycled, treated or disposed at Contractor's TSDF, or transported to one of the disposal facilities listed in Schedule A within the time period required under Contractor's permit.
4. For all wastes that exhibit characteristics or ingredients similar to fully regulated hazardous wastes, all disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).
5. All disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.
6. Metro reserves the right to remove any facility from the list of approved facilities in Schedule A. Categories of waste that were designated to go to a removed facility may be sent to any other currently approved facility. When this occurs Contractor may establish new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, contractor may reject that waste.
7. If Metro wishes to have wastes delivered to a disposal facility not currently on the list of facilities in Schedule A, Contractor shall perform Contractor's standard facility auditing procedure within a reasonable period of time. If the facility meets Contractor's standards, the facility shall be added to Schedule A. Contractor shall provide Metro with a detailed audit report. Contractor shall provide Metro with an estimate of facility audit costs. Metro shall reimburse contractor for reasonable costs associated with a facility audit, if audit is at Metro's request.

8. If Contractor wishes to ship wastes to a facility not currently listed in Schedule A, Contractor shall notify Metro thirty days in advance of its intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object, the facility shall be added to Schedule A.
9. Metro shall normally notify Contractor at least two working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers of wastes to be picked up. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. Metro shall make all reasonable efforts to insure that the loading process takes less than one hour.
10. When an immediate pickup of waste is required by Metro, Contractor shall make all reasonable efforts to respond within two hours if the request is made during Contractor's regular business hours. If request is made after Contractor's regular business hours, Contractor shall make all reasonable efforts to respond within four hours.
11. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes. For urgent pickup situations, Metro may be required to fill out manifests unassisted.
12. Contractor shall assist Metro with obtaining approved waste profiles. Contractor shall attempt to approve profiles for wastes not requiring representative samples prior to facility opening. Contractor shall attempt to approve profiles for wastes requiring representative samples within two weeks of receiving representative samples of those wastes.
13. Each calendar quarter, contractor shall provide Metro with a report showing summaries of the final disposition of all wastes picked up at Metro HHW facilities by Contractor. This shall include information on number of drums sent to each disposal facility, and the status of all drums pending final disposal. If this report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.
14. Contractor shall provide technical assistance to Metro as needed. This shall include personnel to assist with receiving, sorting and packaging of wastes at the facility if requested by Metro.
15. Metro shall identify all unknown wastes using "HazCat" or WICT (Waste Identification and Classification Test) procedures. Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.
16. Contractor shall pick up non-household, RCRA regulated wastes as requested. These may be wastes generated in the course of facility operation, such as laboratory chemical wastes, wastes from conditionally exempt hazardous waste generators, if these are allowed at the facility at a future time, or other RCRA regulated wastes inadvertently

accepted at the facility. Contractor will require separate profiling and approval procedures for non-household hazardous waste.

17. Contractor shall remove water from HHW facility sumps and water storage tanks as required by Metro. Contractor shall perform analysis and disposal of contaminated water as required by Metro.
18. Contractor shall respond to emergency hazardous material spill cleanup situations when requested by Metro. If contractor does not have sufficient personnel available at the time of the emergency, contractor may subcontract with a firm with sufficient immediate emergency response capability.
19. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:
 - A. Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.
 - B. Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

Insurance coverage for general liability shall be a minimum of \$1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of \$5,000,000.

METRO, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance as specified in Article VI of the contract form.

20. Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The contractor shall provide Metro with certification of worker's compensation including employer's liability.
21. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.
22. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

SCHEDULE A: DISPOSAL CATEGORIES AND FACILITIES

I. Wastes not accepted by Contractor

Radioactive materials (above minimum limits specified in Oregon law)

Explosive materials, as defined by US DOT, or materials that contractor considers to have explosion potential (some of these may be acceptable on a case-by-case basis)

Etiological agents, as defined by US DOT, or infectious wastes, as defined under Oregon law

Poison A materials, as defined by US DOT

Unidentified materials

TSCA-regulated PCB-containing materials (until such time as Contractor's permitting allows)

II. Accepted Materials:

A. FLAMMABLE MATERIALS LIQUID

Must be pourable liquids, with chlorides less than 8%, includes: Oil paints, Lacquers, Stains, Thinners and Related Materials, Gasoline, Fuels, Solvent-Contaminated Oils, Non-Halogenated Solvents, Halogenated Solvents, Adhesives, Non-Corrosive Paint Strippers, Unused Antifreeze, Polishing Oils

Packaging Requirements:	DOT 17 E, New, 55 Gallons -bulked
Marking Requirements:	"RQ" Flammable Liquid N.O.S, Flammable Liquid; UN 1993 (Specific Chemicals)
Labeling Requirements:	DOT Flammable Liquid
Disposal Facility:	Solvent Recovery Corp.
Disposal Option:	Energy Recovery

B. FLAMMABLE MATERIALS LIQUID: RECYCLABLE

Must be pourable liquids, with chlorides less than 0.5%, includes: Oil Paints, Lacquers, Stains, Thinners and Related Materials, Non-Halogenated Solvents. (Analysis may be required to determine solvent recyclability.)

Packaging Requirements:	DOT 17 E, New, 55 Gallons -bulked
Marking Requirements:	"RQ" Flammable Liquid N.O.S, Flammable Liquid, UN 1993 (Specific Chemicals)
Labeling Requirements:	Flammable Liquid
Recycling Facility:	Sol-Pro
Disposal Option:	Recycling

C. HALOGENATED SOLVENTS - RECYCLABLE

Halogenated solvents for recycling will need to meet minimum concentration specifications that are dependent on the type of solvent to be recycled. For example, 1,1,1-trichloroethane must meet a 90-95% solvent purity specification. Freon 113 must be 97-99% pure with a maximum of 1000 ppm 1,1,1-trichloroethane contamination. Other chlorinated solvents have their own specifications and can be addressed as the need arises. (Analysis may be required to determine solvent recyclability.)

Packaging Requirements:	DOT 17 E, New, 55 Gallons -bulked
Marking Requirements:	To be Determined
Labeling Requirements:	To be Determined
Recycling Facility:	Sol-Pro
Disposal Option:	Recycling

D. FLAMMABLE MATERIALS SOLIDS

Non-Pumpable Liquids and Solids , Chlorides Less Than 5% , includes: Oil paints, Lacquers, Stains, Thinners and Related Materials, Gasoline, Fuels, Solvent-Contaminated Oils, Non-Halogenated Solvents, Adhesives, Non-Corrosive Paint Strippers, Chlorinated Solvents, Unused Antifreeze, Polishing Oils, Tars (non-asbestos), Caulking (solvent-based), Roofing Compounds (non-asbestos)

Packaging Requirements:	DOT 17 H, New, 55 Gallons -bulked
Marking Requirements:	"RQ" Flammable Liquid N.O.S, Flammable Liquid, UN 1993 (Specific Chemicals)
Labeling Requirements:	Flammable Liquid
Disposal Facility:	Solvent Recovery Corp. or Sol-Pro
Disposal Option:	Energy Recovery

E. ISOCYANATE FOAMS AND EPOXIES

Epoxies, Foams need to be separated by Part A, Part B components and loose packed.

Packaging Requirements:	DOT 17 H Reconditioned, 55 Gallons
Marking Requirements:	"RQ" Flammable Liquid N.O.S, Flammable Liquid, UN 1993 (Specific Chemicals)
Labeling Requirements:	Flammable Liquid
Disposal Facility:	Solvent Recovery Corp. or Envirosafe services
Disposal Option:	Energy Recovery or landfill

F. ROOFING COMPOUNDS CONTAINING ASBESTOS AND ASBESTOS

Packaging Requirements:	DOT 17 H, Reconditioned, 55 Gallons
Specific Requirements:	Items Bagged and Tied, Asbestos Tars excluded, loose-packed

Marking Requirements: "RQ" Asbestos,
ORM-C

Labeling Requirements: ORM-C

Disposal Facility: Envirosafe Services of Idaho

Disposal Option: Landfill

G. LATEX PAINTS, GLUES, RESINS, POLISHES, COSMETICS, MEDICINE CREAMS

Packaging Requirements: DOT 17 H, New, 55 Gallons bulked

Marking Requirements: Non RCRA Hazardous Waste
Not Regulated by DOT(Latex Paint)

Labeling Requirements: None

Disposal Facility: Envirosafe Services of Idaho

Disposal Option: Landfill - Stabilization

H. ANTIFREEZE

Packaging Requirements: DOT 17 E, New, 55 Gallons -bulked

Marking Requirements: Non RCRA Hazardous Waste
Not Regulated by DOT(Ethylene Glycol)

Labeling Requirements: None

Recycling Facility: Fuel Processors

Disposal Option: Recycling

I. HOUSEHOLD BATTERIES

Used batteries have the capability of retaining an electrical voltage potential; therefore, we recommend that the drums be lined with plastic drum liners to minimize sparking between drums.

Packaging Requirements: DOT 17 H, Reconditioned 55 Gallons, with
liner, loose-packed

Marking Requirements: RQ Battery Dry
Corrosive Material, NA 1813
(Potassium Hydroxide)

Labeling Requirements: Corrosive

Disposal Facility: Envirosafe Services of Idaho

Disposal Option: Landfill

J. CLEANERS, DISINFECTANTS NON-CORROSIVE

These materials can be overpacked with glass containers packed in absorbents. We anticipate 20% absorbent to 80% liquid. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass container greater than one gallon.

Packaging Requirements: DOT 17 H, Reconditioned, 55 Gallons
lab-packed

Marking Requirements: Non RCRA Hazardous Waste
Not Regulated by DOT
(Cleaners)

Labeling Requirements: None

Disposal Facility: Northwest EnviroService

Disposal Option: Water Treatment

K. PHOTO CHEMICALS ACIDIC, ACIDS, CLEANERS, DISINFECTANTS - CORROSIVE

Some of these materials such as hydrochloric, nitric, sulfuric or phosphoric acid may be treatable. These materials will need to be labpacked. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass containers greater than one gallon. Packing material should consist of 60% inorganic absorbent to 40% liquid. Packing lists should reflect the volume of waste as well as the drum contents which are described on the profile. Profile master lists will be developed by Contractor that reflect compatible wastes. Metro will pack chemicals according to the profile. Materials not on the master list can be added as needed. Due to the corrosive nature of these materials, a plastic drum liner is recommended.

Packaging Requirements: DOT 17 H, Reconditioned 55 Gallons,
Plastic drum liner

Marking Requirements: 'RQ' Acid Liquid, NOS
Corrosive Material, NA 1760
(Specific Chemical)

Labeling Requirements: Corrosive

Non-Treatable

Disposal Facility: EnviroSafe Services of Idaho

Disposal Option: Landfill

Treatable

Disposal Facility: Northwest EnviroService

Disposal Option: Neutralization

**L. PHOTO CHEMICALS ALKALINE, BASES, CLEANERS, BLEACH DISINFECTANTS -
CORROSIVE**

Some of these materials such as sodium hydroxide (Drano) and ammonium hydroxide may be treatable. These materials will need to be labpacked. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass container greater than one gallon. Packing material should consist of 60% inorganic absorbent to 40% liquid. Packing lists should reflect the volume of waste as well as drum contents which are described on the profile. Profile master lists will be developed by Contractor that reflect compatible wastes. Metro will pack chemicals according to the profile. Materials not on the master list can be added as needed. Again, liners are recommended.

Packaging Requirements: DOT 17 H, Reconditioned, 55 Gallons
Plastic drum liner

Marking Requirements: 'RQ' Alkaline Liquid, N.O.S.
Corrosive Material, NA 1719
(Specific Chemical)

Labeling Requirements: Corrosive

Non-Treatable

Disposal Facility: EnviroSafe Services of Idaho

Disposal Option: Landfill

Treatable

Disposal Facility: Northwest EnviroService

Disposal Option: Neutralization

M. OXIDIZERS, BLEACH, POOL CHEMICALS - OXIDIZER

Bleach may be treatable and should be packaged separately with minimal absorbents (20%). Other materials in this category will need to be labpacked. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass container greater than one gallon. Packing material should consist of 60% inorganic absorbent to 40% liquid. Packing lists should reflect the volume of waste as well as the drum contents as described on the profile. Profile master lists will be developed by Contractor that reflect compatible wastes. Metro will pack chemicals according to the profile. Materials not on the master list can be added as needed.

Packaging Requirements: DOT 17 H, Reconditioned, 55 Gallons
Plastic drum liner

Marking Requirements: 'RQ' Oxidizer, NOS
Oxidizer, UN 1479
(Specific Chemical)

Labeling Requirements: Oxidizer

Non-Treatable

Disposal Facility: EnviroSafe Services of Idaho

Disposal Option: Landfill

Treatable

Disposal Facility: Northwest EnviroService

Disposal Option: Neutralization

N. PESTICIDES, HERBICIDES, MOTHBALLS, DIOXINS, PENTACHLOROPHENOL

These materials will need to be labpacked. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass container greater than one gallon. Packing material should consist of 60% inorganic absorbent to 40% liquid. Packing lists

should reflect the volume of waste as well as the drum contents as described on the profile. Profile master lists will be developed by Contractor that reflect compatible wastes. Metro will pack chemicals according to the profile. Materials not on the master list can be added as needed. Contractor recommends two (2) separate categories for this waste, halogenated and non-halogenated.

Packaging Requirements: DOT 17 H, Reconditioned, 55 Gallons

Marking Requirements: 'RQ' Poison B, Liquid, NOS
Poison, UN 2810
(Specific Chemical)

Labeling Requirements: Poison

Disposal Facility: EnviroSAFE Services of Idaho

Disposal Option: Landfill

O. CHEMISTRY SETS, MISCELLANEOUS CHEMICALS

These materials will need to be labpacked. Labpacks are to contain no more than 15 gallons of liquid, by our permit, and no container greater than 5 gallons of liquid or glass container greater than one gallon. Packing material should consist of 60% inorganic absorbent to 40% liquid. Packing lists should reflect the volume of waste as well as drum contents as described on the profile. Profile master lists will be developed by Contractor that reflect compatible wastes. Metro will pack chemicals according to the profile. Materials not on the master list can be added as needed.

Due to the vast number of different chemicals available to the public, several marking and labeling scenarios exist that do not fit the above listed classifications. Contractor has extensive experience with disposal and feels confident that Metro can be provided with speedy hazard classifications for those infrequent or miscellaneous chemical types.

Packaging Requirements: DOT 17 H, Reconditioned, 55 Gallons

Marking Requirements: To be determined

Labeling Requirements: To be determined

Disposal Facility: To be determined

Disposal Option: To be determined

P. PCB'S- CAPACITORS

Non-leaking small ballasts and capacitors are not TSCA-regulated and are not subject to TSCA landfill or record keeping requirements. Leaking small ballasts or capacitors or large capacitors and transformers are TSCA-regulated and not accepted by contractor.

Packaging Requirements:	DOT 17 C, New, 55 Gallons loose-packed
Marking Requirements:	Waste Hazardous Substance, Solid, N.O.S. ORM-E, NA 9188 (Polychlorinated Biphenyls)
Labeling Requirements:	PCB
Disposal Facility:	Envirosafe Services of Idaho
Disposal Option:	Landfill

Q. AEROSOL PAINTS & PESTICIDES

These materials can be loose packed.

Packaging Requirements:	DOT 17H, Reconditioned, 55 Gallons loose-packed
Marking Requirements:	RQ Compressed Gas, N.O.S. Flammable Gas UN1954 (Propane, Specific Chemical)
Labeling Requirements:	Flammable Gas
Disposal Facility:	Ensco
Disposal option:	Incineration

R. REACTIVES

Water reactives, pyrophorics, peroxides, alkali metals, etc. Sufficient packing material should be added to fill container to at least 90% full and to insure that inner waste containers will not break (may be standard inorganic type such as kitty litter-type, or vermiculite). A detailed labpack list is required, with one copy inside the drum, one copy affixed to the outside of the

drum, and one copy with the manifest. All reactives must be segregated into the categories listed below (some additional packing requirements also listed).

Packaging Requirements: DOT 17C or 21C fiber drums,
loose-packed

Marking and labeling requirements: To comply with DOT
requirements

Disposal Facility: Aptus, or Trade Waste Incinerator

Disposal option: Incineration

Reactives segregation categories:

Alkali metals, (must be under one inch of oil, but less than 1000 ml of oil total).

Calcium carbide

Calcium hydride

Other reactive metals, non-alkali, (must be under one inch of oil, but less than 1000 ml of oil total).

Oxidizers, reactive

Organic peroxides

Methyl Ethyl Ketone Peroxide, (must be less than 50% peroxide, less than 9% available oxygen)

Sulfides, Cyanides

S. PROPANE/LPG

30 # cylinders may be shipped separately, smaller containers to be loose-packed.

Packaging Requirements: DOT 17H 55-gallon drums,
loose-packed

Marking and labeling requirements: To comply with DOT
requirements

Disposal Facility: Tualatin Car Care

Disposal option:

Recycling

T. OTHER COMPRESSED GASES

All gases on A list below must be 3" x 12" or less. Gases on B list may be up to 4" x 24".
Valves must be operational.

Packaging Requirements:

To comply with DOT
requirements

Marking and labeling requirements:

To comply with DOT
requirements

Disposal Facility:

BDT

Disposal option:

Treatment/Incineration

A list: Acetyl fluoride, Antimony pentachloride, Antimony pentafluoride, Antimony tribromide, Antimony trichloride, Antimony trifluoride, Antimony triiodide, Boron tribromide, Boron trichloride, Boron trifluoride, Bromine chloride, Cyanogen bromide, Hydrogen sulfide, Methyl silane, Nitrous oxide, Ozone, Phosphorous pentafluoride, Phosphorous trifluoride, Silane, Silicon tetrafluoride, Sulfur oxide, Sulfur tetrafluoride, Sulfur trioxide, Silane compounds (except tetrachlorosilane), Trifluoroacetyl fluoride, Trimethylborane, Vanadium xychloride, Vanadium tetrachloride

B list: Ammonia, Argon, Bromine, Carbon dioxide, Chlorine, Deuterium compounds, Helium, Hydriodic acid, Hydrogen bromide, Hydrogen chloride, Hydrogen iodide, Krypton, Molybdenum hexafluoride, Neon, Nitrogen, Oleum, Oxygen, Silicon tetrabromide, Silicon tetrachloride, Sulfur dibromide, Sulfur dichloride, Sulfur dioxide, Sulfur monobromide, Sulfur monochloride, Sulfuric acid, Sulfuryl chloride, Tetrachlorosilane, Thionyl bromide, Thionyl chloride, Titanium tetrabromide, titanium tetrachloride, Trichloroacetyl chloride, Trichloromethane sulfonyl chloride, Tungsten bromide, Tungsten chloride, Tungsten fluoride, Tungsten hexafluoride, Xenon

III. List of facilities with addresses:

Aptus Environmental Services
P.O. Box 27448
Salt Lake City, UT 84127-0448

BDT Inc.
4255 Research Parkway
Clarence, NY 14301

Chemical Processors
625 South 32nd Street
Washougal, WA 98671

Chemical Waste Management of the Northwest
Star Route
Arlington, OR 97812

Chemical Waste Management Tradewaste Incinerator
7 Mobile Ave.
Sauget, IL, 62201

Clean Care Corporation
2244 Port of Tacoma Rd.
Tacoma, WA 98401

Continental Cement
Highway 79 South
Hannibal, MO 63401

Ensco
American Oil Road
El Dorado, AR 71730

Envirosafe Services of Idaho
10-1/2 miles NW of Grandview
Grandview, ID 83624

Fuel Processors
4150 N. Suttle Rd.
Portland, OR 97217

Northwest Enviroservice, Inc.
P.O. Box 24443
Seattle, WA 98124

Rollins Environmental Services
P.O. Box 609
Deer Park, Texas 77536

Sol-Pro, Inc.

P.O. Box 1781
Tacoma, WA 98401

Solvent Recovery Corp.
801 Mulberry
Kansas City, MO 64101

Tualatin Car Care
18870 S.W. Boones Ferry Rd.
Tualatin, OR

**ATTACHMENT B
COST SCHEDULE**

1. Total payments under this contract shall not exceed \$1,200,000 (One Million Two Hundred Thousand Dollars) for the period from January 10, 1992 until June 30, 1993. If contract is extended until June 1994, total payments shall not exceed \$1,500,000 (One Million Five Hundred Thousand Dollars) for the period of July 1, 1993 until June 30, 1994.
2. Contractor shall bill Metro on a monthly basis. Metro shall pay contractor within 30 days of receiving an approved invoice. Payment will be based on the following schedule:

Disposal Pricing

A. Flammable Materials Liquid	\$110.00/drum plus \$10.00/gallon of sludge (typically \$185.00/drum)
B. Flammable Materials Liquid: Recyclable	\$450.00/drum
C. Halogenated Solvents - Recyclable	\$450.00/drum
D. Flammable Materials Solids	\$550.00/drum
E. Isocyanate Foams and Epoxies	\$500.00/drum
F. Roofing Compounds, Asbestos	\$120.00/drum
G. Latex Paints, Glues, Resins	\$300.00/drum
H. Antifreeze	\$140.00/drum
I. Household Batteries	\$120.00/drum
J. Cleaners, Disinfectants, Non-Corrosive	\$250.00/drum
K. Photo chemicals, acid, etc.	
Treatable	\$180.00/drum
Non-Treatable	\$250.00/drum

L. Photo chemicals alkaline, etc.

Treatable	\$180.00/drum
Non-Treatable	\$250.00/drum

M. Oxidizers

Treatable	\$300.00/drum
Non-Treatable	\$250.00/drum

N. Pesticides, etc. \$250.00/drum

O. Miscellaneous Chemicals \$250.00/drum

P. PCB's - Capacitors (Non-TSCA) \$160.00/drum

Q. Aerosols \$600.00/drum

R. Reactives

Alkali metals \$125.00 per lb. or fraction

Calcium carbide \$40.00 per lb. or fraction

Calcium hydride \$450.00 per lb. or fraction

Other reactive metals, non-alkali \$125.00 per lb or fraction

Oxidizers, reactive liquids-
solids- \$125.00 per quart or fraction
\$40.00 per pound or fraction

Organic peroxides \$125.00 per lb. or fraction

Methyl Ethyl Ketone Peroxide \$40.00 per 6 oz. container
\$125.00 per lb. or fraction

Sulfides, Cyanides liquids-
solids- \$125.00 per quart or fraction
\$40.00 per lb. or fraction

S. Propane/LPG \$150.00 per drum
\$10.00 per 30# cylinder

T. Other compressed gases class A \$900.00
class B < 3" x 12" \$600.00
class B 3-4" x 12-24" \$900.00

Transportation charges for drum pickup

\$75.00 Each waste pickup
\$135.00 Urgent pickup during regular business hours
\$210.00 Urgent pickup outside of regular hours

Profile Fees (one time)

Categories A - I, P, Q	\$50.00
Category S	\$75.00
Category J	\$100.00
Categories K, L, M, N	\$125.00
Category O	\$120.00
Category R, T	\$110.00

Services

Project Manager	\$60.00/Hour
Chemist	\$45.00/Hour
Health and Safety	\$50.00/Hour
Regulatory Compliance	\$40.00/Hour
Environmental Engineer	\$45.00/Hour
Technician	\$40.00 (\$55.00 overtime & weekends - 3 hour minimum charge if called out after hours/weekends)

Add to all of above services charges additional transportation charges of \$0.30/Mile for travel while performing services for Metro.

Pumping of contaminated sump waters safely into drums or tanks

\$30.00/day	Pumps and equipment
\$80.00/hour	Labor (2 Hazardous Waste Technicians)
\$90.00/day	Protective Equipment (per two-man crew)
\$50.00/hour	Truck Standby
\$200.00	Analysis Solvents (if required)
\$175.00	Analysis Metals (if required)
\$100.00	Transportation to Contractor
\$ 5.80/gallon	Disposal
\$40.00 Each	Drums 17E DOT, New

Emergency response- Contractor's current standard pricing. If contractor requires subcontractor assistance, costs shall be direct pass-through.

JQ:jc

hhw\transpor.cnt

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1548, FOR THE PURPOSE OF APPROVING A CONTRACT WITH WESTERN COMPLIANCE SERVICES, INC., TO TRANSPORT, RECYCLE, TREAT AND DISPOSE OF WASTES COLLECTED AT METRO'S PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

Date: January 9, 1992

Presented by: Councilor McLain

Committee Recommendation: At the January 7 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1548. Voting in favor: Councilors DeJardin, Gardner, McFarland, McLain and Wyers.

Committee Issues/Discussion: Sam Chandler presented the resolution. The purpose of the contract is to provide for disposal of household hazard waste deposited at the disposal facilities being constructed at Metro South and Metro Central. The opening of the facility at Metro South is conditioned on the signing of the contract. The contract will run through June 1993 at a maximum cost of \$1.2 million. Metro may extend the contract for an additional year at a maximum cost of \$1.5 million.

Chandler responded to questions raised by Council staff. He noted that Council consideration of the contract had been delayed because the same staff that was working on the contract had been used to organize and conduct the household hazardous waste cleanup day in October. In addition, the staff conducted on-site visits to the facilities of those who bid on the contract.

Chandler explained that the staff developed a "disposal unit" for the purpose of comparing the disposal costs offered by the responding bidders. The successful bidder, Western Compliance Services, had a per unit cost of \$24,200. The per unit costs of the remaining bidders ranged from \$29,285 to \$32,309.

Chandler noted that approximately \$690,000 of the \$800,000 appropriated for household hazardous waste disposal for the current fiscal year has been spent. A total of \$420,000 may be spent on the unanticipated cleanup day held in October (\$88,000 of which is disputed between Metro and the contractors). The remaining expenditures were for disposal costs for orphan wastes at Metro Central, Metro South and the Composter. Chandler indicated that the department will be requesting a budget amendment to fully fund the contract.

Councilor DeJardin asked about the potential of charging a disposal fee. Chandler responded that once the flow of material had been established such fees might be considered, but that state law currently prohibits charging a fee. DeJardin also asked about the potential to recycle these types of wastes. Chandler noted that certain paints, anti-freeze, tires and aerosols may develop recycling markets.

Councilor Gardner asked about the billing and payment process. Chandler responded that the billings would be monthly and based on a per unit disposal cost as set in the contract. He also noted that the contractor would be on-call to provide personnel to address any spill or other environmental emergency that might occur at the disposal facility.

Gardner also questioned about why the cost of the option year of the contract was significantly higher than the earlier years. Chandler noted that the option year will be the first full year that the disposal facility at Metro Central will be in operation and therefore the volume of material to be disposed will be much greater. Gardner asked if there is a cost escalator in the contract. Chandler explained that increased disposal costs incurred by the contractor could be passed on to Metro.

Councilor Wyers asked Bob Martin to work with the Public Affairs Department to prepare materials that could be given to users of the disposal facility to make them aware of the high cost of disposal and the potential of using alternative products.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1548, FOR THE PURPOSE OF APPROVING A CONTRACT WITH WESTERN COMPLIANCE SERVICES, INC., TO TRANSPORT, RECYCLE, TREAT AND DISPOSE OF WASTES COLLECTED AT METRO'S PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

Date: December 20, 1991

Presented by: Sam Chandler
Jim Quinn

PROPOSED ACTION

Adopt Resolution 92-1548 to approve a contract with Western Compliance Services, Inc., to transport, recycle, treat and dispose of wastes collected at Metro's permanent household hazardous waste collection facilities (Exhibit A).

FACTUAL BACKGROUND AND ANALYSIS

The construction of the household hazardous waste collection facility at Metro South is now complete, and the facility will be ready to operate by mid-January, 1992. The household hazardous waste facility at Metro Central is still in the design phase; construction is expected to begin in the spring of 1992.

Metro personnel will receive, sort, package and store all wastes collected at the household hazardous waste facilities. A hazardous waste transportation and disposal contractor will be required to remove and properly dispose of the packed wastes.

Because of the complex nature of hazardous waste transportation and disposal, and the potential cost savings and environmental benefits, a Request for Proposals process was used to select the transportation and disposal contractor, as authorized by the Metro council in Resolution 91-1466.

The RFP was released July 12, 1991 to a list of nine firms. Four firms submitted proposals. These proposals were evaluated by a committee of three members of the Solid Waste Department Operations staff, using the criteria contained in the RFP. The proposal submitted by Western Compliance Services, Inc., was rated highest by the evaluation team. The criteria included a primary emphasis on cost, and included evaluations of firm's experience and qualifications, as well as other elements of services proposed.

The contract negotiated with Western Compliance is attached as Exhibit A to the resolution. DEQ and the Oregon City Fire Department require a signed disposal contract before facility operation may commence.

BUDGET IMPACT

The 1991-1992 budget has \$400,000 budgeted for hazardous waste disposal at the Metro South household hazardous waste facility, and \$400,000 budgeted for hazardous waste disposal at the Metro Central facility. The 1992-1993 budget is anticipated to have \$500,000 budgeted at each facility for hazardous waste disposal.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 91-1548.

JQ:gb
STAF1219.RPT



METRO

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

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: December 31, 1991

Re: Resolution No. 92-1548, For the Purpose of Approving a Contract with Western Compliance Services, Inc., To Transport, Recycle, Treat and Dispose of Wastes Collected at Metro's Permanent Household Hazardous Waste Collection Facilities

Resolution No. 92-1548 has been scheduled for consideration by the Committee at the January 7 meeting.

Background

The household hazardous waste collection facility at Metro South will become operational in mid-January 1992. Construction of a similar facility at Metro Central will begin in the spring of 1992.

In July 1991, the Council authorized the issuance of an RFP for household hazardous waste transportation, recycling and disposal from collection facilities at Metro transfer stations. A total of four proposals were received and Western Compliance Services, Inc. was selected as the successful proposer. Cost was the principal evaluation criteria, though experience and the ability to respond to emergencies also were addressed.

The proposed contract will be effective on January 10, 1992 and continue through June 30, 1993. Metro will have the option of extending the contract through June 30, 1994. The total cost of the contract may not exceed \$1.2 million. A total of \$800,000 was budgeted for FY 1991-92 for hazardous waste disposal (\$400,000 each at Metro Central and Metro South) and for FY 1992-93 a total budget of \$1 million (\$500,000 at each facility) will be proposed.

Issues and Questions

The committee may wish to address the following issues and questions when it considers the resolution:

- 1) Proposals in response to the RFP were submitted by August 12, 1991. Staff is now requesting that the Council expedite its consideration of this resolution by requesting full Council consideration only two days after consideration by the Solid Waste Committee. This request was made because the opening of the Metro South facility is scheduled for mid-January. The committee may

wish to question why the resolution was not submitted to Council at an earlier date.

2) No data have been provided that compare the relative cost of the proposals that were submitted. The committee may wish to review such data prior to awarding the contract.

3) The contract summary notes that of the original \$800,000 appropriation for hazardous waste disposal a total of \$110,670 is remaining as of December. The committee may wish to ask staff to provide background information on where approximately \$690,000 from this appropriation was spent during the first six months of the fiscal year? In addition, if \$400,000 was budgeted for Metro South for the entire year, how will the remaining \$110,000 cover the disposal costs incurred for the last six months of the year?

4) The contract sets a maximum expenditure of \$1.2 million during the life of the contract. Should the amount of hazardous waste disposed of at the facilities exceed Metro estimates, how will the additional disposal costs be funded?