

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING FOUR) Resolution No. 93-1852
CONTRACTS WITH SUCCESSFUL PROPOSERS)
TO PERFORM HAZARDOUS WASTE) Introduced by Rena Cusma,
DISPOSAL SERVICES AT METRO FACILITIES) Executive Officer

WHEREAS, On May 13, 1993, the Metro Contract Review Board authorized issuance of a Request for Proposals for hazardous waste management firms to transport, recycle, treat and dispose of wastes collected at Metro permanent household hazardous waste collection facilities; and

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

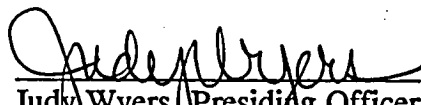
WHEREAS, Based on low pricing, satisfactory qualifications, and environmentally sound disposal methods, four proposers have been selected for specific categories of hazardous waste; and

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

BE IT RESOLVED,

That the Metro Council hereby approves the award of contracts to Chemical Waste Management, Burlington Environmental, Spencer Inc., and Philip Environmental 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 contracts substantially in the form attached as Exhibits "A" through "D", and made part of this resolution by reference.

ADOPTED by the Metro Council this 14th day of October, 1993.


Judy Wyers, Presiding Officer

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Burlington Environmental Inc., whose address is 1011 Western Avenue, Suite 700, Seattle, WA 98104, 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 October 15, 1993, through and including June 30, 1995.

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, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 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 insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. 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 to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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.

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. 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

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.

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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.

BURLINGTON ENVIRONMENTAL

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.
2. Contractor shall transport wastes to a TSD facility operated by Contractor. All wastes that are sent from Metro directly to Contractor's TSDF's shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that Contractor's TSDF's send signed manifest copies to Metro within standard processing times.
3. Contractor shall process the wastes as specified in Schedule A. Contractor shall ship all processed wastes to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).
4. All final 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.
5. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that provides the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, Contractor may return that waste to Metro.
6. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's 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 the approved facilities list.
7. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company

representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quarterly waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

8. Metro shall normally notify Contractor at least five working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities 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 may require waste pickups on weekends or evenings for special events.
9. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.
10. Contractor shall assist Metro with obtaining approved waste profiles when required.
11. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . 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.
12. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

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.

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 prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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.

13. 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.
14. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.
15. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.
16. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
DISPOSAL CATEGORY
SPECIFICATIONS

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators:

Q1 Aerosols- flammable

Description:

All aerosols that are not pesticides, alkaline cleaners, or isocyanates. Includes spray paints.

Packaging specifications:

DOT 1A2, reconditioned OK, loose pack.

Disposal method: Depressurization/ Contents to energy recovery

Q2 Aerosols- corrosive

Description:

Aerosols containing alkaline cleaning products.

Packaging specifications:

DOT 1A2, reconditioned OK, with liner, loose pack.

Disposal method: Depressurization/ incineration of contents, or mixing of contents with category Q1 destined for energy recovery

Schedule B.
APPROVED FINAL
DISPOSAL FACILITIES

Energy recovery:

Systech Environmental Corp.
Ferdonia, KS
KSD980633259

Cadence Chemical Resources
Chanut, Kansas
KSD031203318
or
Forman, AR
ARD981512270

Incineration:

Aptus Inc.
Aragonite, Utah
UTD 981552177

Rollins Environmental Services Inc.
Deer Park, TX
TXD055141378

**ATTACHMENT B
COST SCHEDULE**

1. Total payments under this contract shall not exceed SIX HUNDRED THOUSAND TWO AND NO 100/ths DOLLARS (\$600,002.00) .
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

Q1 Aerosols, flammable	\$260.00/55-gallon drum
Q2 Aerosols, corrosive	\$260.00/55-gallon drum

Transportation

<u>Number of drums picked up in a single load</u>	<u>Transportation charge per drum</u>
1-10 drums	\$25
11-40	\$14
41-80	\$7

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JQ:dk

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Chemical Waste Management Inc., whose address is 11330 SW Clay Street, 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 October 15, 1993, through and including June 30, 1995.

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, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 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 insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

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

electd officials departments. employees. and agents shall be named as an ADDITIONAL INSURED.
Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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.

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. 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

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.

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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

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.

CHEMICAL WASTE MANAGEMENT

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.
2. Contractor shall transport wastes to Western Compliance Services Inc., 11330 SW Clay Street, Sherwood Oregon, or to Chemical Waste Management of the Northwest, 17629 Cedar Springs Lane, Arlington, OR. All wastes that are sent from Metro to these facilities shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that these facilities send signed manifest copies to Metro within standard processing times.
3. Contractor shall provide disposal of wastes received from Metro as specified in Schedule A. Contractor shall ship all wastes received from Metro to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).
4. All final 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.
5. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that can provide the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, Contractor may return that waste to Metro.
6. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's 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 the approved facilities list.
7. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste

disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quarterly waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

8. Metro shall notify Contractor when a waste shipment is required; provide profile numbers and quantities of wastes to be picked up, and negotiate a pickup date with Contractor. The pickup date will normally be within five working days (working days are to be considered Monday-Friday) of notification. 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. Metro may require waste pickups on weekends or evenings for special events.
9. Metro will not actively perform any work in Contractor's work area. Contractor's work area will be considered the bed of the truck onto which wastes are being loaded, as well as any ramp or dock leveler immediately adjacent to the truck bed. Metro will allow Contractor control of these work areas, and will not enter without Contractor's escort.
10. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.
11. Contractor shall assist Metro with obtaining approved waste profiles when required.
12. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . 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.
13. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

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.

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 prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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.

14. 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.
15. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.
16. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.
17. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
**DISPOSAL CATEGORY
SPECIFICATIONS**

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators:

AF1 A-Fuel Liquids

Description:

Pumpable flammable liquids, up to 8% halogenated, up to 15% water, BTU value greater than 6000 BTU/pound, lead less than 2500 ppm. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No isocyanates. Antifreeze acceptable, although category H preferable. PCB content < 50 ppm. Asbestos-containing materials acceptable.

Packaging specifications:

DOT 1A1, packing group I drum, new drums only, bulk. Outside of drum should be clean.

Disposal method: Energy Recovery

AF2 A-Fuel Solids

Description:

Non-pumpable flammable materials, chlorides less than 5%. Includes all items under category A, as well as semi-solid solvent-based adhesives and caulks, and tars and other roofing compounds. Asbestos-containing materials acceptable.

Packaging specifications:

DOT 1A2, packing group III drum, new drums only, bulk. Outside of drum clean.

Disposal method: Energy Recovery

AFL Flammables, loosepack

Description:

Small containers of solvent-based materials that are too labor-intensive to bulk by hand. Generally 1/2 pint and smaller metal and glass containers, as well as squeeze tubes and other oddly shaped containers. All materials in categories AF1 and AF2 are acceptable.

Packaging specifications:

DOT 1A2, packing group I drum, reconditioned OK, loose pack.

Disposal method: Energy Recovery

AFP Flammables- high PCB's

Description:

Paints and oils that are likely to be high in PCB's.

Packaging specifications:

see AF1 and AF2

Disposal method: 50-500 ppm: Solidification/Landfill
>500 ppm: Incineration

G Latex/water-based waste

Description:

Water-based glues, polishes, cosmetics, or other water-based, low hazard materials and inert inorganic materials. Water from lab sink goes here. Non-recyclable latex paint OK, but best to go to category GA.

Packaging specifications:

DOT 1A2, packing group III or greater drum, new drums only, bulk. Outside of drum should be clean.

Disposal method: Solidification/Landfill

I2 Batteries- nickel/cadmium

Description:

Rechargeable nickel-cadmium batteries, all sizes.

Packaging specifications:

DOT 1A2 drum, packing group III or greater, reconditioned OK, loose pack, must be lined.

Disposal method: Recycle

I3 Batteries- dry cell

Description:

Household batteries, including regular and alkaline.

Packaging specifications:

DOT 1A2 drum, packing group III or greater, reconditioned OK, must be lined, loose pack.

Disposal method: Recycle

K1 Acids- treatable

Description: Sulfuric, hydrochloric, phosphoric and hydrofluoric acid.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

K3 Acids- inorganic

Description: All inorganic acids besides those in treatable category.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

L1 Alkalis- treatable

Description:

Alkaline drain cleaners, bleach, and certain other alkaline materials

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

L2 Alkalis- non-treatable

Description: Cleaners, disinfectants pH 12-14, photo developer, sulfur, other alkaline materials.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

M1 Oxidizers- treatable

Description:

Solid potassium and sodium hypochlorite, as well as analogous pool products, including sodium dichloroisocyanurate, or dichloro-s-triazine trione compounds. Liquid varieties go to L1. Also calcium hypochlorite, hydrogen peroxide.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

M2 Oxidizers- non-treatable

Description: Nitrates, chlorates, chromates, and other oxidizing compounds.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N1 Pesticides- flammable

Description:

Toxaphene, chlordane, pentachlorophenol, lindane, and certain other pesticides, as well as unknown pesticides identified as flammable.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N2 Pesticides

Description:

All pesticides not in N1 or N3.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N3 Pesticides- acidic (formerly category K2)

Description:

Pesticides with a pH less than 3.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

P1 PCB's- non-TSCA regulated

Description:

Fluorescent ballasts and electronic capacitors that are non-leaking, with total volume less than 100 cubic inches, or with total volume up to 200 cubic inches and total weight less than 9 lbs.

Packaging specifications:

DOT 1A2 drum, reconditioned OK, loose-packed.

Current disposal method: Landfill

Q3 Aerosols- poisons

Description:

Pesticide-containing aerosols.

Packaging specifications:

DOT 1A2, packing group I, reconditioned OK, loose pack.

Disposal method: Depressurization / incineration of contents

R2 Water reactives

Description:

Calcium carbide, sodium hydrosulfite, zinc phosphide >10%, others as added.

Packaging specifications:

DOT 1G or 1H2 fiber or plastic drum, see also TWI "Hatpack" guidelines.

Disposal method: Incineration

R7 Organic peroxides

Description:

Methyl ethyl ketone peroxide (must be less than 50% peroxide, less than 9% available oxygen), benzoyl peroxides, cumene hydroperoxide.

Packaging specifications:

DOT 1G or 1H2 fiber or plastic drum, see also TWI "Hatpack" guidelines.

Disposal method: Incineration

V PPE

Description:

Gloves, tyvek suits, booties, etc., contaminated with HHW/CEG waste. Can also include test tubes, droppers, test papers, contaminated debris, etc.

Packaging specifications:

DOT 1A2, packing group III or greater drum, reconditioned OK.

Disposal method: Landfill

Schedule B
APPROVED FINAL
DISPOSAL FACILITIES

Energy recovery:

River Cement
Festus, MO

Rineco Chemical Industries
Haskell-Benton, AR

Systech Environmental Corp.
Ferdonia, KS

Incineration:

Trade Waste Incineration
Sauget, IL

CWM Inc.- Port Arthur
Port Arthur, Texas

Rollins Environmental Services Inc.
Deer Park, TX

Aptus Inc.
Aragonite, UT

Landfill, solidification:

CWM of the Northwest
Arlington, OR

CWM, Inc.- Emelle
Emelle, AL

Recycling (batteries):

Inmetco
Elwood City, PA

Treatment:

Tektronix
Beaverton, OR

**ATTACHMENT B
COST SCHEDULE**

1. Total payments under this contract shall not exceed TWO MILLION, ONE HUNDRED FIFTEEN THOUSAND, THIRTY EIGHT AND NO 100/ths DOLLARS (\$2,115,038.00).
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

AF1 A-Fuel Liquids	\$79.00/55-gallon drum plus \$6.08 per gallon sludge
AF2 A-Fuel Solids	\$297.00/55-gallon drum
AFL Flammables, loosepack	\$131.00/55-gallon drum
AFP Flammables- high PCB's	
50-500 ppm	\$364.00/55-gallon drum
> 500 ppm	\$618.00/55-gallon drum
G Latex/water-based waste	\$133/55-gallon drum
I2 Batteries- nickel/cadmium	\$0.49/pound
I3 Batteries- dry cell	\$54.60/55-gallon drum
K1 Acids- treatable	\$116.00/55-gallon drum
K3 Acids- inorganic	\$101.40/55-gallon drum
L1 Alklais- treatable	\$123.00/55-gallon drum
L2 Alkalis- non-treatable	\$101.40/55-gallon drum
M1 Oxidizers- treatable	\$116.00/55-gallon drum
M2 Oxidizers- non-treatable	\$101.40/55-gallon drum
N1 Pesticides- flammable	\$101.40/55-gallon drum
N2 Pesticides	\$101.40/55-gallon drum
N3 Pesticides- acidic	\$101.40/55-gallon drum

(formerly K2)

P1 PCB's- non-TSCA regulated	\$54.60/55-gallon drum
Q3 Aerosols- poisons	\$290.00/55-gallon drum
R2 Water reactives	\$3.50/pound
R7 Organic peroxides	\$3.50/pound
V PPE	\$54.60/55-gallon drum

Transportation

Pickup charge, 1-35 drums per load	\$200.00
Pickup charge, > 35 drums per load	\$7.00 per drum

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Spencer Inc., whose address is 914 S. Molalla Avenue, Suite 202, Oregon City, OR 97045, 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 October 15, 1993, through and including June 30, 1995.

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, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 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 insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. 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 to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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.

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. 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

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.

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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.

SPENCER, INC.

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up waste antifreeze, used oil filters, and waste oil-water mixes at Metro South Station, located at 2001 Washington Street, Oregon City, Oregon, and Metro Central Station, located at 6161 NW 61st Avenue, Portland, Oregon. This may include wastes collected at the household hazardous waste facilities at each site, or inside the main transfer station at each site. This may also include wastes collected at other sites within the greater Portland area by mutual agreement.
2. Disposal methods shall be as follows:
 - Antifreeze- recycle
 - Oil filters- recycling of metal, energy recovery of insides
 - Oil-water mixes- energy recovery
3. Contractor shall pick up wastes within five (5) working days of a request by Metro or Metro's designated representative.
4. Contractor may pick up filled drums of material, or pump wastes out of drums into Contractor's tank vehicle. Contractor shall return all empty drums to the facility from which they were taken upon the next scheduled service date at that facility.
5. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quarterly waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.
6. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:
 - 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.

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 prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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.

7. 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.
8. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.
9. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Attachment B
PAYMENT SCHEDULE

1. CONTRACTOR shall bill Metro ONE DOLLAR AND TWENTY FIVE CENTS (\$1.25) per gallon of antifreeze, SIXTY FIVE AND NO/100ths DOLLARS (\$65.00) per 55-gallon drum of oil filters, and SIXTY NINE AND NO/100ths DOLLARS (\$69.00) per 55-gallons of waste oil-water mix.
2. Contractor shall submit to Metro a monthly invoice which details services performed by Contractor during the previous month. Invoice shall be sent to Metro, Attention: Accounts Payable.
3. Metro shall pay within thirty days of receipt of an approved billing from Contractor.
4. The maximum payment under this Contract shall be TWENTY SEVEN THOUSAND, TWO HUNDRED SIXTY EIGHT AND NO/100ths DOLLARS (\$27,268.00).

s:\Quinn\blw\contract\epcocr.com
JQ:ctk

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Philip Environmental Inc., whose address is 23609 104th Avenue SE, Suite D, Kent, WA 98031, 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 October 15, 1993, through and including June 30, 1995.

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, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 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 insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. 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 to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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.

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. 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

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.

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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.

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.

PHILIP ENVIRONMENTAL

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.
2. Contractor shall transport wastes to a Contractor's Ticor facility, located at 4623 Byrne Road, Burnaby, British Columbia, Canada, or Contractor's Tilbury facility, located at 7483 Progress Way, Delta, British Columbia, Canada. All wastes that are sent from Metro to Contractor's facilities shall be transported using a US or Canadian Hazardous Waste Manifest. Contractor shall provide manifests. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that Contractor's TSDF's send signed manifest copies to Metro within standard processing times.
3. Contractor shall provide disposal of wastes receive from Metro as specified in Schedule A. Contractor shall ship all wastes received from Metro to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. All final disposal facilities shall be registered or permitted by the US EPA or state or provincial environmental agencies to perform hazardous waste recycling, treatment, storage or disposal.
4. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that can provide the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, contractor may return that waste to Metro.
5. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's 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 the approved facilities list.
6. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. Where "ash recycle" is the disposal method designated in Schedule A, the Quarterly Waste Report shall also indicate when ash material is recycled by incorporation into a paint-related product. The Quarterly Waste Report shall be signed by a responsible company representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted

by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the Quarterly Waste Report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

7. All final disposal facilities that are permitted TSD'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.
8. Contractor shall assist Metro with obtaining approval for Waste Material Questionnaires when required.
9. Metro warrants and represents to Contractor to the best of Metro's knowledge, that all wastes tendered under this contract will conform to the composition and description specified in the Waste Material Questionnaires prepared, and that Metro has sole title to the waste tendered and is under no legal restraint whether statutory, regulatory, administrative, or judicial which prohibits transfer of title to same. If wastes presented for shipment are found to not conform to the appropriate Waste Material Questionnaire, title of the waste shall not pass to Contractor, and shall remain with Metro. At Metro's request, Contractor may as bailee for hire transport and dispose of any non-conforming waste provided to Contractor. Metro shall bear all reasonable additional costs of transportation and disposal of non-conforming waste incurred by Contractor and requested by Metro. To the extent that Contractor is unable or elects not to dispose of non-conforming waste, or if Metro so directs, Metro shall accept delivery of such non-conforming wastes at one of the Metro HHW facilities. All waste that Contractor accepts is accepted AS IS, WITH NO WARRANTIES. METRO DOES NOT WARRANT THAT WASTE ACCEPTED BY CONTRACTOR IS MERCHANTABLE, OR THAT IT IS FIT FOR ANY PARTICULAR USE. METRO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES STEMMING FROM THE USE OF ANY WASTE DELIVERED TO CONTRACTOR.
10. Contractor shall, at Contractor's risk, load wastes onto transporting vehicles. Metro shall provide access to the waste and shall keep the location from which the wastes will be loaded in such condition as to enable Contractor to carry out the loading in a safe manner. Metro shall be responsible for control of the area and the loading point, and shall take all steps necessary to ensure the health and safety of all persons in the area including Contractor's employees. Transfer of title to the waste shall occur at the time Contractor completes loading of the waste at Metro's facility, subject to the provisions of item 5 above.
11. Contractor shall perform all services in accordance with all applicable US, Canadian, state, provincial and local laws, rules, regulations and orders. Contractor warrants and represents to Metro that it has obtained and is in good standing under and will continue to maintain all licenses and permits required to carry out its obligations under this contract.

12. Metro warrants and represents to Contractor that it is in compliance with all U.S. and state laws and licensing requirements required to carry out its obligations under this contract, and that it has received all permits, licenses, authorizations, and identification numbers required for Metro's activities described in this contract.
13. Metro shall normally notify Contractor at least ten working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities 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. When possible, Metro shall accumulate a load of 30 to 40 drums for pickup.
14. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . 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.
15. 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 prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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.

16. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

17. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.
18. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
DISPOSAL CATEGORY
SPECIFICATIONS

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators, as defined under Oregon law:

E Isocyanates

Description:

Any isocyanate-containing product, often in an aerosol-type can, or 1 part of two-part foam systems.

Packaging specifications:

DOT 1A2 drum, reconditioned OK, loose pack.

Disposal method: Treatment

GA Latex waste- ash recycle

Description:

Waste latex, rejected from Metro's on-site recycling sort. Must be paint only.

Packaging specifications:

DOT 17H 55-gallon new only.

Disposal method: Incineration /Ash Recycle

I1 Batteries- button cell

Description:

Small silver button-cell watch and camera batteries. Consists of mixed silver and mercury-containing batteries.

Packaging specifications:

Shippable plastic bucket.

Disposal method: Recycle

J Cleaners & disinfectants

Description:

pH 3-11 water-based cleaners, disinfectants, and surfactants.

Packaging specifications:

Plastic tight-head drum, bulk.

Disposal method: Treatment / Energy recovery for organic phase

K2 Acids- organic

Description:

Organic acids or mixtures of inorganic acids and organic materials.

Packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment / energy recovery

J2 Cleaners- alkaline (formerly category L1)

Description:

Alkaline cleaners, hydroxides, and other alkaline materials.

Packaging specifications:

DOT plastic drum, bulk.

Disposal method: Treatment

Schedule B
APPROVED FINAL
DISPOSAL FACILITIES

Incineration/ash recycle:

Ticor Facility
4623 Byrne Road
Burnaby, British Columbia, Canada

Treatment:

Tilbury Facility
7483 Progress Way
Delta, British Columbia, Canada

Energy recovery:

Canadian Oil Reclamation
Edmonton, Alberta, Canada

Recycle(batteries):

Recovery and Reclamation, Inc.
3000 Western Avenue
Pecos, Texas

**ATTACHMENT B
COST SCHEDULE**

1. Total payments under this contract shall not exceed **SIX HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND NO 100/ths DOLLARS (\$657,878.00)** .
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

E Isocyanates	\$165.00/55-gallon drum
G Latex waste- ash recycle	\$190.00/55-gallon drum
II Batteries- button cell	\$0.75/pound
J Cleaners and disinfectants	\$180.00/55-gallon drum
K2 Organic acids	\$140.00/55-gallon drum
J2 Cleaners, alkaline	\$175.00/55-gallon drum

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1852, FOR THE PURPOSE OF APPROVING FOUR CONTRACTS WITH SUCCESSFUL PROPOSERS TO PERFORM HAZARDOUS WASTE DISPOSAL SERVICES AT METRO FACILITIES

Date: October 5, 1993

Presented by: Sam Chandler
Jim Quinn

PROPOSED ACTION

Adopt Resolution 93-1852 to approve contracts with Chemical Waste Management, Burlington Environmental, Spencer Inc., and Philip Environmental, to transport, recycle, treat and dispose of wastes collected at Metro's permanent household hazardous waste collection facilities (Exhibits A-D).

FACTUAL BACKGROUND AND ANALYSIS

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 transportation and disposal contractors, as authorized by the Metro Contract Review Board in Resolution 93-1793.

The RFP was released May 14, 1993 to a large list of firms involved in hazardous waste management. Seven firms submitted proposals. These proposals were evaluated by a four person committee consisting of three members of the Solid Waste Department Operations staff and Council analyst John Houser. The proposals were evaluated using the criteria laid out in the RFP.

The RFP defined 34 categories of hazardous waste, and proposers were instructed to provide pricing and disposal information separately for each category. The evaluation team had a minimum of four and as many as ten alternatives to evaluate for each category, including in some cases more than one disposal method proposed by an individual proposer. The use of the category-by-category evaluation provided an incentive to proposers to submit their lowest pricing figures for each category, and allowed for selection of a number of environmentally sound disposal methods that would not have been available from any single proposer.

The consensus of the evaluation team was to award 20 categories to Chemical Waste Management, 6 categories to Philip Environmental, 4 categories to Burlington Environmental, and 3 categories to Spencer, Inc.

The contracts negotiated with the four contractors are attached as Exhibits A through D to the resolution.

BUDGET IMPACT

The 1993-1994 budget has \$1.5 million budgeted for hazardous waste disposal at the Metro South and Metro Central household hazardous waste facilities. The 1994-1995 budget is anticipated to have \$2,000,000 budgeted for hazardous waste disposal.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 93-1853.

JQ:ay
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SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1852, FOR THE PURPOSE OF APPROVING FOUR CONTRACTS WITH SUCCESSFUL PROPOSERS TO PERFORM HAZARDOUS WASTE DISPOSAL SERVICES AT METRO FACILITIES

Date: October 6, 1993

Presented by: Councilor McLain

Committee Recommendation: At the October 5 meeting, the committee voted unanimously to recommend Council adoption of Resolution No. 93-1850. Voting in favor: Councilors McFarland, McLain, Washington and Wyers.

Committee Issues/Discussion: Metro currently contracts with a single vendor for the disposal of all of the 30+ types of household hazardous wastes (HHW) that we receive. Solid waste staff determined that a competitive bidding process for each separate type of waste might result in lower disposal costs. An RFP was released requesting bids for 35 different types of wastes. A total of seven proposals were received, with four proposers bidding on all 35 different waste types.

This resolution would approve the contracts with the four proposers that were successful bidders for one or more of the wastestreams. The current contractor, Chemical Waste Management was the successful bidder for 22 of the wastestreams. Philip Environmental for eight wastestreams, Burlington Environmental for four wastestreams and Spencer for one wastestream. Disposal prices under the new contracts will average about 50 percent of the current prices.

Councilor McLain noted that it may be possible that disposal cost savings could be directed toward purchasing a van that could provide improved HHW collection services in the outlying portions of the region.

Councilor Wyers asked about the status of the Metro Central HHW facility. Sam Chandler, Solid Waste Operations Manager, noted that some minor construction issues still need to be resolved prior to the opening of the facility.

HOUSEHOLD HAZARDOUS WASTE DISPOSAL PRICES

	CATEGORY	COST		PER	CONTRACTOR	
		as of 4/93	as of 10/93		4/93	10/93
AF1	A-Fuel Liquids	\$200.00*	\$79.00	drum	WC	CWM
AF2	A-Fuel Solids	550.00	297.00	drum	WC	CWM
AFL	Flammables, loosepack	325.00	131.00	drum	WC	CWM
AFP	Flammables, PCB's	364.00/ 50-500 ppm 618.00 >500 ppm		drum		CWM
B	Paint-only solids	325.00	325.00	drum	P	P
E	Isocyanates	500.00	165.00	drum	WC	P
F	Asbestos-containing	12.50	12.50	yard	HL	HL
G	Latex/water based waste	300.00	133.00	drum	WC	CWM
GA	Latex waste - ash recycle	190.00	190.00	drum	P	P
	Latex - baskets	600.00**	600.00**	basket	BE	BE
	Latex - baskets	600.00	600.00	basket	P	P
H	Antifreeze	0.50	1.25	gallon	FP	S
I1	Batteries		0.75	pound		P
I2	Batteries - nickel/cadmium	0.90	0.49	pound	WC	CWM
I3	Batteries - dry cell	120.00	54.60	drum	WC	CWM
J	Cleaners and disinfectants	350.00	180.00	drum	WC	P
J2	Cleaners - alkaline		175.00	drum		P
K1	Acids- treatable	180.00	116.00	drum	WC	CWM
K2	Acids - organic	250.00	140.00	drum	WC	P
K3	Acids - inorganic	250.00	101.40	drum	WC	CWM
L1	Alkalis - treatable	180.00	123.00	drum	WC	CWM
L2	Alkalis - non-treatable	250.00	101.40	drum	WC	CWM
M1	Oxidizers - treatable	300.00	116.00	drum	WC	CWM
M2	Oxidizers - non-treatable	250.00	101.40	drum	WC	CWM
N1	Pesticides - flammable	250.00	101.40	drum	WC	CWM
N2	Pesticides	250.00	101.40	drum	WC	CWM
N3	Pesticides		101.40	drum		CWM
P1	PCB's-non-TSCA regulated	160.00	54.60	drum	WC	CWM
Q1	Aerosols - flammable	340.00	260.00	drum	WC	BE
Q2	Aerosols - corrosive	340.00	260.00	drum	WC	BE
Q3	Aerosols - poisons	340.00	290.00	drum	WC	CWM
Q4	Aerosols - paint only	300.00		drum	P	
R2	Water Reactives		3.50	pound		CWM
R7	Organic peroxides		3.50	pound		CWM
S3	Compressed gases, misc.	750.00		cyl	WC	CWM
V	PPE	130.00	54.60	drum	WC	CWM
Z2	Oil-water mixes	0.50	1.25	gallon	FP	S
	Oil Filters		65.00	drum		S

* = average, actual cost is \$110 plus \$10 per gallon on non-pumpable materials

** = plus transportation and unloading

Contractors: WC = Western Compliance
CWM = Chemical Waste Management
HL = Hillsboro Landfill

P = Philip Environmental
BE = Burlington Environmental
S = Spencer