

A G E N D A

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METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: June 29, 1995
DAY: Thursday
TIME: 2:00 p.m.
PLACE: Council Chamber

<u>Approx. Time *</u>		<u>Presenter</u>
2:00 PM	CALL TO ORDER AND ROLL CALL	
(5 min.)	1. INTRODUCTIONS	
(5 min.)	2. CITIZEN COMMUNICATIONS	
(5 min.)	3. EXECUTIVE OFFICER COMMUNICATIONS	
	4. CONSENT AGENDA	
2:15 PM (5 min.)	4.1 Consideration of Minutes for the June 22, 1995 Metro Council Meeting.	
	5. INFORMATIONAL ITEMS	
2:20 PM (30 Min.)	5.1 Presentation by Rep. Myron Orfield, a member of the Minnesota House of Representatives.	McLain
	6. ORDINANCES: FIRST READINGS	
2:50 PM (5 Min.)	6.1 Ordinance No. 95-610 , Relating to the Office of the Metro Auditor, Amending The Metro Code, and Declaring an Emergency.	
	7. ORDINANCES: SECOND READINGS	
2:55 PM (5 Min)	7.1 Ordinance No. 95-607 , For the Purpose of Adopting Revisions to the (Regional Transportation Plan.)	Washington
3:00 PM (5 Min.)	7.2 Ordinance No. 95-597 , Amending the Metro Code Chapter 5.02 To Provide for Language Clarification, Revise Credit Policy for Recycled Material, and Provide Covered Load Rebate for Yard Debris.	Kvistad

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* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

<u>Approx. Time *</u>		<u>Presenter</u>
3:05 PM (5 Min.)	7.3 Ordinance No. 95-608 , Amending the FY 1994-95 Budget and Appropriations Schedule to Reflect Expected Operational Needs at Metro Washington Park Zoo and Declaring an Emergency.	McCaig
	8. RESOLUTIONS	
3:10 PM (5 Min.)	8.1 Resolution No. 95-2165 , Authorizing an Extension of Three Existing Hazardous Waste Disposal Contracts, Authorizing an Exemption to the Requirement of Competitive Bidding, Authorizing Issuance of a Request for Proposals to Procure Hazardous Waste Disposal Services, and Authorizing the Executive Officer to Execute the Resulting Multi-Year Contract.	Kvistad
3:15 PM (5 Min.)	8.2 Resolution No. 95-2164 , (Approving the Year Six Annual Waste Reduction Program for Local Governments.)	Kvistad
3:20 PM (5 Min.)	8.3 Resolution No. 95-2162 , Authorizing an Exemption to Metro Code Chapter 2.04.041(C), Competitive Bidding Procedures, and Authorizing a Sole-Source Contract with B & B Leasing Co., Inc., for Refuse Hauling From Metro South Household Hazardous Waste Facility.	Kvistad
3:25 PM (5 Min.)	8.4 COUNCILOR COMMUNICATIONS	
3:30 PM (10 min.)	9. LEGISLATIVE ITEMS	
3:40 PM	ADJOURN	

* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

AGENDA ITEM 5.1
Meeting Date: June 29, 1995

**Presentation by Representative Myron Orfield, a member of the Minnesota House of Representatives.
Please see attached letter and newspaper article.**

COALITION FOR A LIVABLE FUTURE

June 6, 1995

Councilor Susan MacLain
Metro
600 NE Grand Avenue
Portland, OR 97232

Dear Councilor MacLain:

Thank you for your interest in sponsoring a 30 minute presentation by Rep. Myron Orfield to the Metro Council on Thursday, June 29 at 7 p.m. Rep. Orfield's research and findings are particularly pertinent to the work that MPAC, MTAC, Metro staff and the Metro Council are currently carrying out on Region 2040; and his insights would be extremely valuable to discussions being carried out by the Council.

As you are probably aware, Rep. Orfield has received national recognition for his efforts to explain how elements of governance, land use regulation, and systems of taxation and investment facilitate the decay of inner cities and promote the development of expanding rings of exclusive suburban communities. Sponsored by 1000 Friends of Oregon and the Coalition for a Livable Future, Rep. Orfield is currently researching and mapping how these factors are at work in the Portland metropolitan region and what we can do to remedy their effects.

As Rep. Orfield reminds us, we are very fortunate to have an elected regional government like Metro to conduct the regional planning that is so critical to ensuring a livable future for all parts of our region. The Region 2040 process is a truly remarkable example of participatory and forward-looking regional planning.

Nonetheless, formidable challenges face metropolitan Portland. The outer suburbs gained a net of 55,000 jobs between 1980 and 1990 while the central city and inner suburbs lost a net of 10,000 jobs during the same period. Incomes and tax base increased in many suburban areas and hundreds of millions of dollars were spent on new roads and schools. Rapidly growing, wealthier suburbs were able to offer substantial property tax relief to attract new development, while employment opportunities in parts of Portland and the older suburbs drained away.

While poverty increased in various parts of Portland and in several older suburban communities like Gresham and Gladstone, poverty decreased in newer, wealthier suburbs, and residents became further removed from the urban problems of other parts of the region. Furthermore, there are indications of renewed "white flight" from inner city crime and public school deterioration. Recent research shows that the African-American community is more sharply segregated in Portland than in other cities of comparable size.

If invited to speak, Rep. Orfield would discuss these and other metropolitan

issues, giving the Council the opportunity to ask in-depth questions about his research findings and analysis.

Thank you for your time and consideration regarding this request. For your information, Councilor Ed Washington has also expressed interest in having Rep. Orfield address the Council. If you have any questions, please do not hesitate to call me at 497-1000.

Sincerely,



Zachary Semke
Program Coordinator

P.S. Enclosed is a commentary by Rep. Orfield which appeared in Minnesota's *Star Tribune*. Though the piece focuses on the Twin Cities, Orfield's research demonstrates that the same trends are at work in our region.

Twin Cities should take lead against the increase in disparities

By Myron Orfield

Following the pattern of older, larger metropolitan areas, there is a dangerous social and economic polarization occurring between the communities that make up the Twin Cities region.

First, poverty is concentrating in central-city neighborhoods and older suburbs. This concentration destabilizes schools and neighborhoods, is associated with increases in crime, and results in the flight of middle-class families and business. Ironically, as social needs accelerate, the property tax base supporting local services erodes.

Second, in a related pattern, growing middle-income communities, dominated by smaller homes and apartments, develop without sufficient property tax base to support schools and other public services. These fiscally stressed communities become tomorrow's declining suburbs.

Third, upper-income residentially exclusive suburbs, located predominantly in the outer southwestern quadrant of the region, are capturing a disproportionate share of regional infrastructure spending and economic growth. As their property tax base expands, and their housing markets exclude, social needs proportionally

decline. This favored sector, comprising one-third of the region's population, is becoming socially and politically isolated from regional responsibilities.

The Twin Cities is less than 4 percent black and has a poverty rate of 8 percent, making it the whitest and the least poor of the nation's 23 largest metro areas. In 1980 local ghetto areas included 11 census tracts surrounding both downtowns. During the 1980s, 21 contiguous tracts became part of the ghetto, as its population grew from 24,420 to 79,081. During the 1980s, transitional areas, surrounding ghettos, increased from 43 to 57 census tracts and from 21,270 to 153,314 people. To put this in perspective, the population of the Minneapolis ghetto (61,034) was twice the size of Boston's (28,738), Kansas City's (24,049), and Indianapolis' (23,297) ghettos. All of these regions were significantly poorer and more racially diverse than the Twin Cities.

The Twin Cities' ghetto and transitional areas together account for 4 percent of the region's population and have 36 percent of its poor people. During the 1980s, of the cities with more than 1 million people, the percentage of Twin Cities blacks who live in ghettos was increasing faster than all other U.S. metro areas ex-

cept Milwaukee, Detroit and Buffalo.

Contrary to popular impression, socioeconomic instability does not stop growing at central-city borders. As it crosses into inner suburbs, it frequently accelerates and intensifies. During the 1980s, the largest flight of middle-class families in the nation did not occur in central cities, but in the inner-ring suburbs of Chicago and Atlanta. Similarly, in the Twin Cities metropolitan area, growing concentrations of poverty and economic instability firmly established themselves in working-class inner-ring suburbs, particularly those north of Minneapolis and south of Saint Paul.

Like older metropolitan areas, the long-term prospects of Twin Cities working-class suburban communities are bleaker than the cities they surround. Middle-income suburbs lack the central city's elite neighborhoods, parks, entertainment amenities and well-developed social service systems that respond to growing instability. They have uncertain tax bases, generally without a significant commercial-industrial component upon which to levy when faced with increasing social needs. Many inner-ring suburbs had far more dramatic job losses than the central cities.

Following the pattern of older, larger

regions, the inner-suburban schools are rapidly catching up with the central cities, and face more dismal long-term prospects. By 1994, nine of the 11 inner suburban districts had more than 20 percent of their children on free lunch and were gaining poor children at a faster rate than Minneapolis. Eight were gaining minority students faster. Eighteen of 29 inner-ring cities experienced significant flight of white preschool children over the decade.

Working-class or middle-income developing suburbs like Blaine or Inver Grove Heights are much different places than high-tax-base, exclusive suburbs like Eden Prairie or Chanhassen. The patterns of metropolitan polarization play a cruel joke on working-class or middle-income families seeking a better life at the edge of the region. As they flee or avoid increasing socioeconomic change in the central cities and inner suburbs, they arrive in rapidly growing school districts with small tax bases. Perhaps in part because of overcrowding and very low per-pupil spending, these districts have some of the highest dropout and lowest college attendance rates in the region.

Overlaying this socioeconomic polarization is an environmental nightmare. As the wave of socioeconomic decline rolls outward from the city

and older suburbs, tides of middle-class homeowners sweep into fringe communities. Growing southwestern communities in turn use expensive home zoning to "protect themselves" and to compete for tax base. In so doing, they lock the region into low density development patterns that are fiscally irresponsible, foster automobile dependency, contaminate groundwater, and needlessly destroy tens of thousands of acres of forest and farmland.

By 1990, 131,488 acres or 23 percent of the area where sewer service was available remained undeveloped. Rather than directing growth to these areas, between 1987-91, the region provided sewer service to an additional 28 square miles of land (18,000 acres) at the request of cities and developers. While abundant capacity remained in the system, the region spent tens of millions of dollars a year adding new capacity. The vast majority of this new expansion was in the southwestern quadrant of the region.

Two-thirds of the region has coalesced behind a series of important metropolitan reforms to attempt to redress this growing calamity. These reforms include regional fair housing, tax base sharing, core reinvestment, land use planning, welfare reform, and structural reform of the Metro-

politan Council. The other third has fought, with tremendous power, to maintain the status quo. Gov. Arne Carlson and his administration have refused to seriously discuss these issues. Within a month, his administration will approve a \$50 million sewer extension for Maple Grove, a community that had a near riot to prevent the construction of a market rate rent apartment building. Maple Grove, one of the communities most recalcitrantly opposed to accepting any regional responsibilities, will vastly enrich its tax base with expensive new homes and grow more isolated from the growing regional crisis.

At the beginning of the next century, 75 percent of Americans will live in metropolitan areas — all living with the same difficult problems that we face today. Someone — some community — in this country must take leadership to begin to solve the fundamental problems and disparities of our cities. I think we are the people to do it. I think that it is again time for Minnesota to show the nation how things are done.

Myron Orfield, DFL-Minneapolis, is a member of the Minnesota House of Representatives.

AGENDA ITEM 6.1
Meeting Date: June 29, 1995

ORDINANCE NO. 95-610

FIRST READING

Introduced by Councilor Don Morissette

Relating to the Office of the Metro Auditor, Amending the Metro Code, and Declaring an Emergency.

Note: The final draft of Ordinance No. 95-610 was not available at the time the agenda packet was printed. Copies will be distributed before the Council meeting.

AGENDA ITEM 7.1
Meeting Date: June 29, 1995

ORDINANCE NO. 95-607

SECOND READING

For the Purpose of Adopting Revisions to the Regional Transportation Plan.

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-607, FOR THE PURPOSE OF
ADOPTING REVISIONS TO THE REGIONAL TRANSPORTATION PLAN

Date: June 21, 1995

Presented by: Councilor Washington

Committee Recommendation: At the June 20 meeting, the Committee voted unanimously to recommend Council adoption of Ordinance No. 95-607. Voting in favor: Councilors Kvistad, Monroe and Washington.

Committee Issues/Discussion: Andy Cotugno, Planning Director, reviewed the purpose of the ordinance. He noted that the Council had recently adopted the Federal Regional Transportation Plan. Prior ordinances adopting the Regional Transportation Plan (RTP) combined the federal plan and state plan into the same document. Cotugno explained that until major revisions in the state plan and state acknowledgement of the Metro RUGGO are completed it will be necessary to "decouple" the federal and regional plans. Cotugno noted that the decoupling is being adopted as an ordinance, because the RTP was originally adopted by ordinance as a functional plan.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-607 FOR THE PURPOSE OF ADOPTING REVISIONS TO THE REGIONAL TRANSPORTATION PLAN

Date: June 15, 1995

Presented by: Andrew C. Cotugno

PROPOSED ACTION

This ordinance would decouple the federal RTP from the 1992 RTP, leaving the 1992 plan as the "state" RTP for purposes of meeting state requirements. Upon completion of Phase II of the RTP update in 1996, the state and federal versions of the RTP would be "recoupled" into a single plan that meets both state and federal requirements.

FACTUAL BACKGROUND AND ANALYSIS

Oregon statute (ORS 268.390) requires that Metro adopt a state RTP, a transportation functional plan. It may contain "recommendations and requirements" for local comprehensive plans per ORS 268.390(4). Chapter 8 of the RTP contains local plan consistency and dispute resolution processes. Further, functional plans must be consistent with Metro's adopted Regional Urban Growth Goals and Objectives (RUGGO). The 1992 RTP is consistent with RUGGO, particularly Objective 13.

The federal Regional Transportation Plan (federal RTP, adopted by Metro Council, May 24, 1995) is the mandatory transportation systems plan that (1) is the basis for the Transportation Improvement Program (TIP); and (2) now must be financially "constrained."

The 1989 and 1992 RTPs combined the mandatory federal RTP and the state RTP (mandatory functional plan) into the same document (adopted by Ordinance No. 92-433).

Federal RTP Resolution - Decouple in 1995

The recently adopted federal RTP is a "constrained" systems plan that uses an interim 2015 forecast derived from the 2040 Growth Concept proposal, not acknowledged comprehensive plans. It therefore contains post 1992 TIP-added projects and fewer long term unfunded projects than the remaining 1992 RTP. Other changes acknowledge that the bicycle/pedestrian mode share was increased based on the 1994-95 travel survey instead of the 1985 data; that fewer areas outside the UGB needed to be served than under comprehensive plan use policies; that a narrower range of South/North choices can be shown than in 1992; and that adopted Westside station area minimum densities can be assumed and, therefore, used for those areas.

The initial adoption of a separate federal RTP for funding purposes on May 24, 1995 left the 1992 RTP in place for state land use purposes until an update to the state RTP is completed in mid 1996. This requires a "decoupling" ordinance amendment to clearly take the federal RTP role out of Ordinance No. 92-433. This completes the process of making the federal RTP resolution only a set of funding premises under state law, not a land use decision. Federal RTP projects would still have to be in local comprehensive plans and not inconsistent with the 1992 Functional Plan, as amended by this ordinance.

Federal RTP/TSP - Recoupled in 1996

After 1995 RUGGO acknowledgment by LCDC, the Urban Reserves designation, the amended federal RTP and the transportation functional plan could be adopted together by ordinance. Concurrently, any interim Growth Concept planning could also be adopted at the time the regional Transportation Systems Plan (TSP) is ready in 1996. The recoupled federal/state RTP and framework plan component will be consistent with federal requirements. However, an appeal is possible on the basis of its regulatory impact as the regional TSP in 1996. Such an appeal would occur regardless of this decoupling.

RUGGO Amendment Impact - July 1995

Both the refined 2040 Growth Concept and updates of RUGGO Goal II objectives are scheduled to be adopted into RUGGO in July 1995. That amendment action is a land use decision and the amended RUGGO will be submitted to LCDC for acknowledgment.

Since functional plans must be consistent with applicable RUGGOs, a state RTP update adopted as a functional plan must comply with the RUGGOs in effect at the time it is adopted. Even if there is little change in the 1995 RUGGO Transportation Objective, there would be confusion if a state RTP/Functional Plan update were adopted now, before approval of amended RUGGOs that will be undergoing LCDC review.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 95-607.

BEFORE THE METRO COUNCIL

ADOPTING REVISIONS TO THE REGIONAL TRANSPORTATION PLAN) **ORDINANCE NO. 95-607**
)
) **Introduced by Mike Burton,**
) **Executive Officer**

WHEREAS, The Regional Transportation Plan has contained both Metro's federal regional transportation plan requirements as the Metropolitan Planning Organization for federal funding purposes and Metro's requirements under state law for a transportation functional plan; and

WHEREAS, An Interim Federal Regional Transportation Plan is now being adopted in advance of Metro's major updates of its Regional Urban Growth and Objectives and to create a Regional Transportation Systems Plan under state law; and

WHEREAS, Metro's Interim Federal RTP is needed to demonstrate a fiscally-constrained plan in compliance with federal air quality laws to continue eligibility for federal transportation funding; and

WHEREAS, Metro's RTP was last amended in Ordinance No. 92-433 and remains in effect as Metro's transportation functional plan until its major update is complete; and

WHEREAS, Amendments to the RTP are needed at this time to clarify its ongoing status as the "state" RTP and to remove references to the now separate federal RTP; now, therefore;

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. That the 1992 revision of the Regional Transportation Plan remains in effect as Metro's functional plan for transportation as federal funding provisions have been moved to the Interim Federal Regional Transportation Plan.**

2. That the amendments to the 1992 Regional Transportation Plan to remove federal transportation planning provisions contained in Exhibit "A" attached and incorporated herein are hereby adopted.

ADOPTED by the Metro Council this ____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

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1230

Exhibit A

Amendments to the 1992 Regional Transportation Plan adopted by Ordinance No. 92-433:

Page i-1 at A., second paragraph is amended to omit the following as shown:

"Adoption of this Plan represented:

- ~~completion of a federal requirement as a condition for receipt of federal transportation funding"~~

Page i-3, 5 at D., third and fourth paragraphs are amended to read as shown:

"Metro Legislative Authority

Metro's ~~state~~ authority for urban transportation planning is derived from two primary sources:

- ~~Title 23 (Highways) and Title 49 (Transportation) Code of Federal Regulations.~~
- Oregon Revised Statutes - Chapter 268
- 1992 Metro Charter

~~The federal requirements for transportation planning are primarily directed at proposed transportation investments using federal funds while the state requirement deal with the transportation elements of local comprehensive plans. There is, however, a great deal of overlap between the two requirements since federally funded transportation investments comprise a significant portion of the full transportation system identified in comprehensive plans.~~

~~Federal Planning Requirements~~

~~FIPWA and FTA have jointly required that each urbanized area, as a condition to the receipt of federal capital and operating assistance, have a transportation plan process that results in a transportation plan consistent with the planned development for the area. Metro is the agency, in cooperation with ODOT and Tri-Met, that is designated by the Governor as the "metropolitan planning organization" to carry out the federal transportation planning requirements.~~

~~In accordance with these requirements, Metro must annually endorse a transportation plan and a Transportation Improvement Program (TIP). The TIP must specify federally funded transportation projects to be implemented during the next three to five year period based upon realistic estimates of available revenues. Furthermore, projects included for funding in the TIP must be consistent with the adopted RTP.~~

~~Also in accordance with regulations, the RTP must consist of a short and long range element and provide for the transportation needs of persons and good in the metropolitan area.~~

~~The planning process leading to adoption of the RTP must:~~

- ~~• consider the social, economic and environmental effect of transportation in accordance with the National Environmental Policy Act and Clean Air Act;~~
- ~~• ensure involvement of the public;~~
- ~~• ensure there is no discrimination on the grounds of race, color, sex, national origin or physical handicap in the planning process or under any program receiving federal assistance;~~
- ~~• include special efforts to plan public mass transportation facilities and services for the handicapped;~~
- ~~• consider energy conservation goals and objectives;~~
- ~~• include technical analysis as needed and to the degree appropriate, including:~~
 - ~~• an analysis of existing conditions of travel, transportation facilities and fuel consumptions;~~
 - ~~• projections of economic and land use activities and their potential transportation demand;~~
 - ~~• an evaluation of alternative transportation improvements to meet short and long term needs;~~
 - ~~• corridor or subarea studies; transit technology studies; legislative, fiscal, functional classification and institutional studies; and~~

~~an evaluation of alternative measures to respond to short term energy disruptions.~~

~~In addition to the requirements of FIPWA and FTA, the Clean Air Act Amendments of 1990 (administered by the Environmental Protection Agency (EPA)) require each urbanized area to meet federal standards for clean air. Metro is responsible for examining alternative transportation strategies to reduce air pollution that, in combination with stationary controls (i.e., point source) adopted by the Department of Environmental Quality, meet the standards"~~

Page i-5, 6 are amended to omit the following as shown:

~~"Regional Transportation Decision-Making Process~~

~~Every metropolitan area must have a Metropolitan Planning Organization (MPO) designated by the Governor to receive and disburse federal funds for transportation projects. Metro (the Metropolitan Service District) is the MPO for the Portland metropolitan area and, therefore, approves the expenditure of all federal transportation funds in this region. To assure a well-balanced regional transportation system, the following decision-making process has been established for these important funding allocations:~~

~~Metro Council~~

~~Metro is our directly elected regional government, with responsibility for garbage disposal, development assistance and management of the Metro Washington Park Zoo, as well as transportation. The Metro Council is composed of 12 members elected from districts. The Joint Policy Advisory Committee on Transportation (JPACT) recommends transportation projects and programs for Council approval.~~

~~Joint Policy Advisory Committee on Transportation (JPACT)~~

~~JPACT provides a forum for elected officials and representatives of agencies involved in transportation projects to evaluate all the transportation needs in this region and to make recommendations for funding to the Metro Council. The 17 member Committee includes elected officials from local governments within the region, three Metro councilors, representatives of the agencies involved in regional transportation, plus representatives from governments and agencies of Clark County, Washington and the State of Washington.~~

~~Agencies represented on JPACT include ODOT, Tri Met, the Port of Portland, DEQ and the Washington Department of Transportation (WDOT).~~

~~A finance subcommittee of JPACT has been formed to develop and recommend financing strategies to implement the region's transportation agenda.~~

~~Transportation Policy Alternatives Committee (TPAC)~~

~~While JPACT provides a forum for recommendations on transportation issues at the policy level, TPAC provides input from the technical level.~~

~~TPAC's membership includes technical staff from the same governments and agencies in JPACT plus representatives of FHWA, Federal Aviation Administration (FAA), FTA and the Intergovernmental Resource Center (IRC) of Clark County. There are also six citizen representatives appointed to TPAC by the Metro Council.~~

~~TPAC has one standing subcommittee:~~

- ~~● Transportation Improvement Program (TIP) Subcommittee: Comprised of staff from the three counties, Portland, ODOT, Tri Met and Metro, this subcommittee monitors progress on implementing projects and recommends changes in the TIP to JPACT.~~

~~Interstate Coordination~~

~~Planning for the Portland Vancouver metropolitan area is carried out by two regional planning agencies, Metro and the Intergovernmental Resource Center (IRC) of Clark County. Each agency conducts its transportation planning under its respective state and federal authority for its own geographic area. However, since this is a single urbanized area, it is essential that the two agencies coordinate plans to adequately address problems of interstate significance. This coordination is assured through the mechanisms described below:~~

- ~~● Bi-State Policy Advisory Committee — A Bi-State Policy Committee exists to provide a forum for elected officials from Oregon and Washington to discuss problems of mutual concern and make recommendations to the Metro Council and IRC of Clark County. This Committee includes representatives from the two regional agencies, the two principal cities and the two principal counties. In addition, the Committee can establish ad hoc committees to deal with transportation problems. Transportation recommendations from the Committee are~~

~~made to the Metro Council through TPAC and JPACT in accordance with Metro's decision-making process.~~

- ~~• Metro/Clark County IRC Committees — In order to ensure a voice in transportation decisions of interstate significance, JPACT includes representation from WDOT, Clark County and Vancouver, and TPAC includes representatives from WDOT, Clark County, Vancouver and Clark County IRC. Similarly, Clark County's "Consolidated Transportation Advisory Committee" includes representation from ODOT and Metro.~~
- ~~• Transportation Plan and Improvement Program Coordination — Before adoption of the RTP or an amendment to the Plan having interstate significance, Metro and Clark County IRC must consult with the other party and consider any comments of the other party before adoption."~~

Page 5-1 at A., first paragraph, second and third sentences are amended to read as shown:

~~"The transportation improvements included in the Plan represent a set of investments that have been chosen recommended after vigorous local and regional review of possible alternatives, and are considered to be as the most prudent and cost-effective use of public funds to solve the region's transportation problems. Consistent with Chapter 8 these improvements may be varied based on further study before inclusion in city and comprehensive plans in compliance with LCDC goals and in the federal TIP."~~

Page 8-1 at B, third and fourth sentences are omitted as shown:

~~"The Transportation Improvement Program (TIP) is the five-year incremental capital improvement program for the region to implement planned improvement projects and includes all transportation projects proposed to use federal funds to implement. As such, the TIP contains modernization projects that are depicted in Chapter 5 of the RTP as well as preservation and smaller scale modernization activities that are consistent with the policies and objectives of the RTP but are not of sufficient scope to warrant inclusion in the RTP."~~

Page 8-3, 4, at 5. "Transit Service Planning" is omitted as shown:

~~In accordance with UMTA Circular 7005.1, recipients of UMTA funding are required to develop a process for considering the capability of private providers to perform mass transportation and related support services. They are also required to provide periodic documentation on the results of~~

~~implementation of the policy. This requirement falls both on Metro as the Metropolitan Planning Organization and Tri Met as the principal provider for transit services and UMTA grant recipient. Specifically, Metro is required to adopt a policy which provides for consideration of private enterprise in local transit service planning, ensure a fair resolution of disputes and certify at the time of submission of the annual Transportation Improvement Program that the local process is being followed. This process is included in the Interim Federal RTP. The following policies are intended to respond to these requirements while recognizing that the principal responsibility for involving the private sector should rest with Tri Met since it is the only operator in the Portland region.~~

~~a. Transit Service Planning~~

~~1) Tri Met should ensure private enterprise involvement in transit service planning and development of transit capital improvements, to include:~~

~~a) Notice to and early consultation with private providers in plans involving new or restructured service as well as the periodic reexamination of existing service.~~

~~b) Periodic examination, at least every three years, of each route to determine if it could be more efficiently operated by a private enterprise.~~

~~c) Description of how new and restructured services will be evaluated to determine if they could be more effectively provided by private sector operation pursuant to a competitive bid process.~~

~~d) The use of costs as a factor in the private/public decision.~~

~~2) Metro will review the results of these analyses and provide TPAC and JPACT an opportunity for review and comments.~~

~~3) In transit service studies where Metro has lead responsibility, Metro will provide notice to and ensure early consultation with private providers.~~

~~b. Dispute Resolution~~

~~Tri Met should establish a dispute resolution process that provides a clear opportunity for interested parties to object to a decision. The process should also include the opportunity for final appeal to UMTA.~~

~~e. Documentation~~

~~1) In conjunction with submittal of projects to Metro for inclusion in the Transportation Improvement Program, Tri Met shall submit documentation that this private enterprise policy has been followed, including:~~

~~a) a description of the involvement of the private sector in the development of the specific projects. The determination of whether service or support functions reflected in the Annual Element are to be provided by a public or private provider can be arrived at through use of requests for proposals, requests for bids, or other means in the local planning process;~~

~~b) a description of the proposals received from the private sector and how they were evaluated;~~

~~e) a description of impediments to holding service out for competition and the measures taken to address the impact of such impediments; and~~

~~d) a copy of the Tri Met dispute resolution procedure and a description and status of private sector complaints.~~

~~This documentation shall be provided no later than the time of submission of projects for the annual update to the Transportation Improvement Program (June 1). In addition, supplemental documentation should be submitted at the time of submittal of any additions to the Transportation Improvement Program, if necessary.~~

~~2) Metro will include this documentation as part of the certification to UMTA that the region is in compliance with federal requirements."~~

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AGENDA ITEM 7.2
Meeting Date: June 29, 1995

ORDINANCE NO. 95-597

SECOND READING

Amending the Metro Code Chapter 5.02 to Provide for Language Clarification, Revise Credit Policy for Recycled Material, and Provide Covered Load Rebate for Yard Debris.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-597, AMENDING THE METRO CODE CHAPTER 5.02 TO PROVIDE FOR LANGUAGE CLARIFICATION, REVISE CREDIT POLICY FOR RECYCLED MATERIAL, AND PROVIDE COVERED LOAD REBATE FOR YARD DEBRIS

Date: June 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the June 20 meeting, the Committee voted 2-0 to recommend Council adoption of Ordinance No. 95-597. Voting in favor: Councilors Kvistad and McFarland.

Committee Issues/Discussion: Roosevelt Carter, Acting Operations Manager, explained the three elements of the proposed ordinance. First, he noted that the ordinance would eliminate the requirement that haulers remove both ends of larger size drums. The original purpose of this requirement was to insure that the drums were empty. But, Carter explained it was only really necessary for one end of the drum to be open. He commented that eliminating the requirement would reduce the waste processing costs of local haulers.

The second element of the ordinance would extend the \$3 recycling credit to all cash customers. Currently, cash customers bringing a load that includes recyclables may receive the fee credit only if the load is brought in a passenger vehicle or a truck that less than 3/4 ton in capacity. The proposed ordinance would allow the credit to be received regardless of the type of vehicle that is used. Carter contended that this would create a more equitable system and eliminate occasional disputes with customers who do not understand why they cannot receive the credit just because their vehicle is larger.

The third element of the ordinance addresses the fee for yard debris disposal. Carter noted that Metro current charges \$54/ton for yard debris disposal, but a surcharge is collected if the load is not properly covered. This has created problems for customers who thought they would be paying the \$54 fee and did not have adequate funds to pay the surcharge. The proposed ordinance would change this policy to provide for a \$72/ton fee with an \$18/ton rebate for properly covered loads. Carter argued that such a fee collection process would be less confusing and would positively benefit those who properly cover their loads.

Carter noted that the Rate Review Committee had reviewed and approved the proposed ordinance

Councilor Kvistad asked what the fiscal effect of extending the recycling credit would be? Carter responded that it would be less than \$10,000 annually.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-597 FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.02 TO PROVIDE LANGUAGE CLARIFICATION, REVISE CREDIT POLICY FOR RECYCLED MATERIAL AND PROVIDE COVERED LOAD REBATE FOR YARD DEBRIS

March 27, 1995

Presented by: Sam Chandler

Proposed Action

Adoption of Ordinance No. 95-597 to provide language clarification regarding containers which once held certain products or chemicals; revise the credit policy for recycled material and provide covered load rebate for haulers of yard debris.

Factual Background and Analysis

Currently, Metro Code Section 5.02.015(S)((4)(B) requires that containers (or drums) in excess of 25-gallons which once held commercial products or chemicals have the ends removed for disposal. Inasmuch as only one end of these containers need be removed to determine that the container is indeed empty, new language is proposed that requires the removal of only one end of the containers. This will reduce the burden on haulers to prepare containers for disposal.

Metro Code Section 5.02.025(d) provides that cash account customers who have separated and included in their loads at least one-half cubic yard of recyclable materials shall receive a \$3.00 credit towards their disposal charge if their load is transported inside a passenger car or in a pick-up truck not greater than 3/4 ton capacity. It is proposed that the \$3.00 credit be available for all cash account customers regardless of vehicle type. This will be more equitable; will make it easier for Metro staff to administer; and will help create a smoother traffic flow within the solid waste disposal facilities.

Metro Code Section 5.02.070(b) provides a disposal fee of \$54.00 per ton for source-separated yard debris delivered by credit and cash account customers. Based upon Metro's experience with the rebate for covered loads of garbage, establishment of a rebate to cash account customers for delivering covered loads of yard debris is a good way to encourage them to secure their loads.

It is proposed that the fee for disposal of source-separated yard debris by cash account customers shall be \$72.00 per ton. A cash account customer delivering a covered load of yard debris shall receive a 25 percent rebate. The minimum charge for cash account customers with covered loads of yard debris will be adjusted by a covered load rebate. These actions will help encourage customers to secure their yard debris loads. This will also create better public relations and reduce the stress for Metro employees who currently have to levy a surcharge when loads are not covered.

It should be noted that yard debris disposal costs are currently subsidized at Metro South. The actual cost to load, haul and process yard debris is \$81.13 per ton at Metro South, and \$37.38 at Metro Central. Metro currently charges \$54.00 per ton.

Budget Impact

There will be a slight increase in disposal revenues if haulers do not cover their yard debris loads (no rebate). There will be a slight decrease in revenue if cash account customers use pickup trucks greater than 3/4 ton capacity or trailers for hauling separated loads which include recyclable material (\$3.00 credit). There should, however, be a decrease in Metro disposal costs as more customers recycle materials and do not put them in the pit or on the floor at the transfer stations.

Executive Officer's Recommendation

The Executive Officer recommends adoption of Ordinance No. 95-597.

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO. 95-597
METRO CODE CHAPTER 5.02 TO)
PROVIDE LANGUAGE CLARIFICATION,) Introduced by Mike Burton,
REVISE CREDIT POLICY FOR RECYCLED) Executive Officer
MATERIAL, AND PROVIDE COVERED)
LOAD REBATE FOR YARD DEBRIS)

WHEREAS, Metro Code Section 5.02.015 requires the removal of the ends of containers which once held certain products or chemicals; and

WHEREAS, Only one end of containers need be removed to determine that the container is indeed empty; and

WHEREAS, Metro Code Section 5.02.025 provides that cash account customers who have separated and included in their loads at least one-half cubic yard of recyclable material shall receive a \$3.00 credit towards their disposal charge if their load is transported inside a passenger car or in a pick-up truck not greater than 3/4 ton capacity; and

WHEREAS, It will be more equitable to provide the \$3.00 credit for all vehicle types and help create a smoother traffic flow within the solid waste disposal facilities; and

WHEREAS, Metro Code Section 5.02.070 provides a disposal fee of \$54.00 per ton for source-separated yard debris delivered by credit and cash account customers; and

WHEREAS, It is believed that the establishment of a rebate to cash account customers for delivering covered loads of yard debris is a good way to encourage them to secure their loads; and

WHEREAS, Metro Code Section 5.02.070 provides a minimum disposal charge for credit and cash account customers delivering source-separated yard debris; and

WHEREAS, It is believed that an adjustment to the minimum charge for delivering covered loads of yard debris will help encourage customers to secure their loads; and

WHEREAS, This ordinance was submitted to the Executive Officer for consideration and forwarded to the Metro Council for approval; now, therefore,

The Metro Council Ordains as Follows:

Section 1. Metro Code Section 5.02.015 is amended to read:

5.02.015 Definitions: As used in this chapter, unless the context requires otherwise:

(a) "Acceptable Special Wastes" means those special wastes that are approved for disposal at Metro South or Metro Central by the Metro Solid Waste Department in the form of a special waste permit. "Unacceptable Waste," as defined in this section, is expressly excluded.

(b) "Cash Account Customer" means a person who pays cash for disposal of solid waste at Metro South Station or Metro Central Station.

(c) "Credit Account Customer" means a person who pays for disposal of solid waste through a charge account at Metro South Station or Metro Central Station.

(d) "Disposal Fee" means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste. Major cost components are: The long haul transport contract and the Oregon Waste Systems, Inc. disposal contract.

(e) "Enhancement Fees" means those fees collected in addition to general disposal rates that are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding landfills and other solid waste facilities.

(f) "Household Hazardous Waste" means any discarded, useless or unwanted chemical, material substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households which may include, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products.

(g) "Limited Purpose Solid Waste" means construction, demolition, process residue, land clearing waste and non-hazardous industrial dust.

(h) "Metro Central Station" is the Metro solid waste transfer and recycling station located at 6161 N.W. 61st Avenue, Portland, Oregon, 97210.

(i) "Metro Disposal System" means Metro South Station, Metro Central Station, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

(j) "Metro South Station" is the solid waste transfer station owned and operated by Metro and located at 2001 Washington, Oregon City, Oregon 97045.

(k) "Metro User Fee" means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

(l) "Metro Waste Management System" means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

(m) "Person" means any individual, partnership, association, corporation, trust, firm, estate, joint venture or any other private entity or any public agency.

(n) "Regional Transfer Charge" means those fees which pay the direct unit operating costs of the Metro transfer stations. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

(o) "Regional User Fee" means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers of solid waste funds to other Metro departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed of within the region.

(p) "Special Loads" mean all loads of Household Hazardous Waste that are 35 gallons or more in the aggregate or loads that contain any acutely hazardous waste.

(q) "Solid Waste" means all putrescible and nonputrescible wastes, including garbage, rubbish, refuse, paper and cardboard, commercial, industrial, demolition and construction waste, home and industrial appliances.

(r) "Source Separated Yard Debris" means twigs, branches, grass clippings, leaves, and tree limbs in a form appropriate for mechanical processing for reuse or sale. Source separated yard debris does not include yard or construction debris that is not appropriate for mechanical processing for reuse or sale or that has unacceptable types or amounts of contaminants mixed with it. The operator or person in charge of accepting this waste shall make the final determination of what is source separated yard debris based on the capability of available machinery to process it. The Director of Solid Waste may establish guidelines for determining what is source separated yard debris within the meaning of this chapter.

(s) "Special Waste" means any waste (even though it may be part of a delivered load of waste) which is:

- (1) Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in 3 through 9 and 11 of this definition below; or
- (2) Waste transported in a bulk tanker; or

- (3) Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or is 25 gallons of free liquid per load, whichever is more restrictive.
- (4) Containers (or drums) which once held commercial products or chemicals are included unless the container is empty. A container is empty when:
 - (A) All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping, crushing, or aspirating.
 - (B) ~~One end has~~ ~~The ends have been~~ removed (for containers in excess of 25 gallons); and
 - (C) No more than one inch thick (2.54 centimeters) of residue remains on the bottom of the container or inner liner; or
 - (D) No more than 1 percent by weight of the total capacity of the container remains in the container (for containers up to 110 gallons); or
 - (E) No more than 0.3% by weight of the total capacity of the container remains in the container for containers larger than 110 gallons.

Containers which once held acutely hazardous wastes must be triple rinsed with an appropriate solvent or cleaned by an equivalent alternative method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed with an appropriate solvent or cleaned by an equivalent method. Plastic containers larger than five (5) gallons that hold any regulated waste must be cut in half or punctured, dry and free of contamination to be accepted as refuse; or

- (5) Sludge waste from septic tanks, food service, grease traps, wastewater from commercial laundries, laundromats or car washes; or
- (6) Waste from an industrial process; or
- (7) Waste from a pollution control process; or
- (8) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in 1 through 7 or 9 of this definition; or

- (9) Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in 1 through 8 of this definition; or
- (10) Chemical containing equipment removed from service (for example - filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical containing equipment); or
- (11) Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4 but not empty containers so marked; or
- (12) Any waste that requires extraordinary management.

Examples of special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products.

- (t) "Total Fees" means the total per transaction of all tip and special fees.
- (u) "Unacceptable Waste" means waste that is either:
 - (1) Prohibited from disposal at a sanitary landfill by state or federal law, regulation, rule, code, permit or permit condition;
 - (2) A hazardous waste;
 - (3) Special waste without an approved special waste permit; or
 - (4) Infectious Medical Waste.

Section 2. Metro Code Section 5.02.025 is amended to read:

5.02.025 Disposal Charges at Metro South Station, Metro Central Station and the Metro Household Hazardous Waste Facilities:

(a) Total fees for disposal by credit account customers shall be \$75.00 per ton of solid waste delivered for disposal at Metro South Station or Metro Central Station.

(b) Total fees for disposal by cash account customers shall be \$100.00 per ton of solid waste delivered for disposal at Metro South Station or Metro Central Station. A cash account customer delivering a load of waste such that no portion of the waste is visible to Metro scalehouse personnel (unless the waste is only visible through a secure covering), shall receive a 25 percent rebate.

(c) The total disposal fees specified in subsection (a) and (b) of this section include:

- (1) A disposal fee of \$39.25 per ton;
- (2) A regional transfer charge of \$7.20 per ton;
- (3) The user fees specified in Section 5.02.045;
- (4) An enhancement fee of \$.50 per ton; and
- (5) DEQ fees totalling \$1.05 per ton.

(d) Notwithstanding subsection (b) of this section, cash account customers using Metro South Station or Metro Central Station, who have separated and included in their loads at least one half cubic yard of recyclable material (as defined in ORS 459.005) shall receive a \$3.00 credit toward their disposal charge, ~~if their load is transported inside a passenger car or in a pickup truck not greater than a 3/4 ton capacity.~~

(e) The minimum charge shall be \$19.00 for all credit account vehicles and shall be \$25.00 for all cash account vehicles. The minimum charge shall be adjusted by the covered load rebate as specified in subsection (b) of this section, and may also be reduced by application of the recycling credit provided in subsection (d) of this section. If both the rebate and the recycling credit are applicable, the rebate shall be calculated first.

(f) Total fees assessed at Metro facilities shall be rounded to the nearest whole dollar amount (a \$.50 charge shall be rounded up) for all cash account customers.

(g) A fee of \$5.00 is established to be charged at the Metro Household Hazardous Waste facilities for each load of Household Hazardous Waste.

(h) A fee of \$10.00 is established at the Metro Household Hazardous Waste facilities for special loads.

(i) The following table summarizes the disposal charges to be collected by Metro from all persons disposing of solid waste at Metro South Station and Metro Central Station:

Section 3. Metro Code Section 5.02.070 is amended to read:

5.02.070 Source Separated Yard Debris Disposal Charge:

(a) There is hereby established a reduced disposal fee for Source Separated Yard Debris that shall be collected on all source separated yard debris disposed at the Metro South Station or Metro Central Station. Said disposal charge is in lieu of other Base Disposal Charges, User Fees, Regional Transfer Charges, Rehabilitation and Enhancement Fees, and Certification Non-Compliance Fees that may be required by Sections 5.02.025, 5.02.040, 5.02.045, and 5.02.050 of this chapter. These other fees shall not be collected on waste which is accepted as

Source Separated Yard Debris, under the definition of 5.02.015(d). The purpose of the Source Separated Yard Debris Charge is to encourage greater source separation of yard debris so that material is diverted from land disposal at the Columbia Ridge Landfill and is made available for reuse.

~~(b) Total fees for disposal of Source Separated Yard Debris by credit account customers shall be \$54.00 per ton at Metro South Station and Metro Central Station. The amount of the Source Separated Yard Debris Charge to be collected at the Metro South Station and Metro Central Station shall be \$54.00 per ton for Source Separated Yard Debris delivered by Credit and Cash Account Customers.~~

~~(c) Total fees for disposal of Source Separated Yard Debris by cash account customers shall be \$72.00 per ton at Metro South Station and Metro Central Station. A cash account customer delivering a load of waste such that no portion of the waste is visible to Metro scalehouse personnel (unless the waste is only visible through a secure covering), shall receive a 25 percent rebate. The minimum charge for Credit and Cash Account Customers delivering Source Separated Yard Debris shall be \$10.00. The minimum charge for the delivery of a single Christmas tree as Source Separated Yard Debris shall be \$1.00 (One Dollar).~~

~~(d) The minimum charge shall be \$10.00 for all credit account vehicles and shall be \$12.00 for all cash account vehicles. The minimum charge for cash account vehicles shall be adjusted by the covered load rebate as specified in subsection (c) of this section. The minimum charge for the delivery of a single Christmas tree as Source Separated Yard Debris shall be \$1.00 (One Dollar).~~

~~(e) A surcharge of \$100.00 per load shall be levied against a Metro credit account customer who disposes of yard debris at a Metro-operated solid waste disposal facility, transfer station, recycling center or compost facility, if when entering the facility any portion of the yard debris is visible to Metro scalehouse personnel, unless the yard debris is only visible through a secure covering. The surcharge shall be collected in the same manner as other disposal fees are collected at the facility.~~

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Recording Secretary
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ATTACHMENT A

1994
YARD DEBRIS COSTS

Metro South Station

Loading, Hauling, Processing	\$22,497
Total Tons	277.25
Cost Per Ton	\$81.14

Metro Central Station

Processing and Hauling	\$36,646
Total Tons	980.34
Cost Per Ton	\$37.38

Both Facilities

Loading, Hauling, Processing	\$59,143
Total Tons	1257.59
Cost Per Ton	\$47.02

Notes

1. At Metro South Station the operator, Waste Management of Oregon, loads the yard debris into a drop box and hauls the material to Scotts Hyponex in Clackamas for processing.
2. Trans Industries manages the yard debris in a very different manner at Metro Central Station. The material is processed on site. The material is loaded into a tub grinder with waste wood, ground and sold for hog fuel. This method costs Metro \$43.76 per ton less than the method used at Metro South Station. The same system is not feasible at Metro South because of the limited space for a tub grinder and the small volume of yard debris.

1995
YARD DEBRIS HAULING/PROCESSING SUMMARY

MONTH	METRO SOUTH		METRO CENTRAL		TOTAL	
	Tons	Cost (\$)	Tons	Cost (\$)	Tons	Cost (\$)
January	20.63	1,258	39.26	1,295	59.89	2,753
February	19.41	1,184	56.66	2,158	76.07	3,342
March	27.52	1,679	76.14	2,899	103.66	4,578
April						
May						
June						
July						
August						
September						
October						
November						
December						
TOTALS						

Notes:

1. Trans Industries processes yard debris at Metro Central Station @ \$38.08/ton.
2. The hauling and processing of source-separated yard debris from Metro South Station is provided by Waste Management of Oregon @\$61/ton. WMO loads yard debris into drop boxes for \$55/hour.

WMO LOADING COSTS		
MONTH	HOURS (@ \$55/hr)	TOTAL (\$)
January	14.75	811
February	13.50	725
March	16.25	894
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTALS		

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1994
YARD DEBRIS HAULING/PROCESSING SUMMARY

MONTH	METRO SOUTH		METRO CENTRAL		TOTAL	
	Tons	Cost (\$)	Tons	Cost (\$)	Tons	Cost (\$)
January	19.19	1,171	48.21	1,798	67.40	2,969
February	12.87	785	37.98	1,416	50.85	2,201
March	29.54	1,802	96.74	3,607	126.28	5,409
April	23.82	1,453	104.04	3,880	127.86	5,333
May	36.78	2,244	136.30	5,083	173.08	7,327
June	42.18	2,573	105.51	3,934	147.69	6,507
July	29.34	1,790	97.66	3,642	127.00	5,432
August	18.95	1,156	86.48	3,225	105.43	4,381
September	15.26	931	60.84	2,269	76.10	3,200
October	13.41	818	94.08	3,508	107.49	4,326
November	13.83	844	67.33	2,564	81.16	3,408
December	22.08	1,347	45.17	1,720	67.25	3,067
TOTALS	277.25	16,914	980.34	36,646	1,257.59	53,560

Notes:

1. Trans Industries processes yard debris at Metro Central Station @ \$37.29/ton (Jan. - Sep.); \$38.08/ton (Nov. - Dec.).
2. The hauling and processing of source-separated yard debris from Metro South Station is provided by Waste Management of Oregon @\$61/ton. WMO loads yard debris into drop boxes for \$55/hour.

WMO LOADING COSTS		
MONTH	HOURS (@ \$55/hr)	TOTAL
January	9.50	523
February	6.75	371
March	9.00	495
April	6.50	358
May	9.00	495
June	10.75	591
July	10.75	591
August	9.25	509
September	7.00	385
October	5.75	316
November	7.25	399
December	10.00	550
TOTALS	101.50	\$5,583

1993
YARD DEBRIS HAULING/PROCESSING SUMMARY

MONTH	METRO SOUTH		METRO CENTRAL		TOTAL	
	Tons	Cost (\$)	Tons	Cost (\$)	Tons	Cost (\$)
January	7.58	463	160.05	5,798	167.63	6,261
February	17.18	1,048	51.01	1,848	68.19	2,896
March	29.50	1,800	79.06	2,864	108.56	4,664
April	26.24	1,601	72.04	2,610	98.28	4,211
May	56.65	3,456	179.00	6,485	235.65	9,941
June	81.74	4,986	147.42	5,340	229.16	10,326
July	56.81	3,465	153.32	5,554	210.13	9,019
August	28.86	1,760	115.23	4,174	144.09	5,934
September	34.21	1,904	87.20	3,159	121.41	5,063
October	14.70	897	84.98	3,169	99.68	4,066
November	14.17	864	58.53	2,183	72.70	3,047
December	19.96	1,218	60.10	2,241	80.06	3,459
TOTALS	387.60	23,462	1,247.94	45,425	1,635.54	68,887

Notes:

1. Trans Industries processes yard debris at Metro Central Station @ \$36.225/ton; \$37.29 effective 10/93.
2. The hauling and processing of source-separated yard debris from Metro South Station is provided by Waste Management of Oregon @\$61/ton. WMO loads yard debris into drop boxes for \$55/hour.

WMO LOADING COSTS		
MONTH	HOURS (@ \$55/hr)	TOTAL
January	7.00	385
February	3.0	165
March	8.75	481
April	5.25	289
May	15.50	853
June	19.00	1,045
July	16.00	880
August	9.75	536
September	13.25	729
October	7.08	389
November	7.33	403
December	7.83	431
TOTALS	119.74	\$6,586

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1992
YARD DEBRIS HAULING/PROCESSING SUMMARY

MONTH	METRO SOUTH		METRO CENTRAL		TOTAL	
	Tons	Cost (\$)	Tons	Cost (\$)	Tons	Cost (\$)
January	18.58	650	42.39	1,484	60.97	2,134
February	25.07	877	52.70	1,845	77.77	2,722
March	57.34	2,007	103.23	3,613	160.57	5,620
April	31.08	1,088	72.02	2,521	103.10	3,609
May	65.26	2,284	137.88	4,826	203.14	7,110
June	54.49	1,907	110.73	3,876	165.22	5,783
July	41.02	1,436	108.31	3,791	149.33	5,227
August	25.95	908	93.99	3,290	119.94	4,198
September	18.63	652	80.72	2,825	99.35	3,477
October	18.62	581	57.85	2,025	76.47	2,606
November	19.72	467	46.08	1,669	65.80	2,136
December	14.65	347	35.23	1,276	49.88	1,623
TOTALS	390.41	13,204	941.13	33,041	1331.54	46,245

Notes:

1. Trans Industries processes yard debris at Metro Central @ \$35/ton (no hauling cost to Metro).
2. The hauling and processing of source-separated yard debris from Metro South Station is provided by McFarlane's Bark at \$35/ton; Waste Management of Oregon loads yard debris into drop boxes for \$55/hour. Effective October, 1992, WMO hauled to Grimms for \$61/ton (\$17 is for processing).

WMO LOADING COSTS		
MONTH	HOURS (@ \$55/hr)	TOTAL
January	2.75	151.25
February	5.25	288.75
March	8.50	467.50
April	11.75	646.25
May	22.25	1,870.00
June	19.75	1,086.25
July	19.00	1,045.00
August	11.50	632.50
September	11.50	632.50
October	9.75	536.25
November	7.00	385.00
December	4.00	220.00
TOTALS	133.00	\$7,961.25

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1991
YARD DEBRIS HAULING/PROCESSING SUMMARY

MONTH	METRO SOUTH		METRO CENTRAL		TOTAL	
	Tons	Cost (\$)	Tons	Cost (\$)	Tons	Cost (\$)
January	--		--	--	--	
February	--	--	9.61	348	9.61	348
March	--	--	43.36	1,572	43.36	1,572
April	--	--	98.76	3,580	98.76	3,580
May	--	--	114.33	4,145	114.33	4,145
June	--	--	98.91	3,585	98.91	3,585
July	45.29	3,397	138.24	5,461	183.53	8,858
August	34.70	2,603	94.91	3,322	129.61	5,925
September	27.18	2,039	87.67	3,069	114.85	5,108
October	27.68	1,368	72.55	2,539	100.23	3,907
November	25.36	1,232	63.51	2,223	88.87	3,455
December	37.42	1,710	39.63	1,387	77.05	3,097
TOTALS	197.63	\$12,349	861.48	\$31,231	1,059.11	\$43,580

Notes:

1. Yard debris hauling from Metro Central Station commenced February 1991 and was provided by Marine Dropbox Service from February through June @ \$16.25/ton (\$19.50/ton in July); processing was provided by Grimm's Fuel @ \$20/ton for the same period; Trans Industries began processing yard debris at Metro Central in August @ \$35/ton (no hauling cost to Metro).
2. The hauling and processing of source-separated yard debris from Metro South Station commenced in July 1991. Hauling was initially provided by Waste Management of Oregon, processing by McFarlane's Bark; total cost \$75/ton. Beginning October 1 Metro contracted with McFarlane's Bark to provide hauling and processing at \$35/ton; Waste Management of Oregon loads yard debris into drop boxes for \$55/hour. Loading time averaged 6.5 hours/month during October through December.

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4/19/95
YARDHAULSUM

AGENDA ITEM 7.3
Meeting Date: June 29, 1995

ORDINANCE NO. 95-608

SECOND READING

Amending the FY 1994-95 Budget and Appropriations Schedule to Reflect Expected Operational Needs at Metro Washington Park Zoo and Declaring an Emergency.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO 95-608 AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE TO REFLECT EXPECTED OPERATIONAL NEEDS AT METRO WASHINGTON PARK ZOO; AND DECLARING AN EMERGENCY

Date: June 5, 1995

Presented by: Kathy Kiaunis

FACTUAL BACKGROUND AND ANALYSIS

This action requests adjustments to the Zoo Operating Fund totaling \$3,000 from Contingency.

A budget adjustment earlier in the year was brought forward to make needed changes to the Zoo operating budget. Two areas require further adjustments:

1. Design Services, Personal Services. Adjustments were made to this budget to cover the vacation payout for a person leaving a position that was reduced to a .25 FTE in FY 1994-95. Adjustment was also made for a vacation payout for an anticipated vacancy. The anticipated vacancy will not occur now until FY 1995-96, but an unexpected unemployment claim of nearly \$8,000 has caused this budget to be in jeopardy of being overspent. Therefore, an additional \$1,000 is needed from contingency to ensure the budget is not exceeded.
2. Marketing, Personal Services. An adjustment was made to the Marketing budget to reflect additional temporary help required for special events assistance. An additional adjustment of \$2,000 is needed from contingency to ensure that this budget is not exceeded.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-608.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95)
BUDGET AND APPROPRIATIONS)
SCHEDULE TO REFLECT OPERATIONAL)
NEEDS AT THE METRO WASHINGTON PARK)
ZOO; AND DECLARING AN EMERGENCY)

ORDINANCE NO. 95-608
Introduced by Mike Burton
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1994-95 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS;

1. The FY 1994-95 Budget, and Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$3,000 from the Zoo Operating Fund Contingency to the Personal Services Design Services and Personal Services Marketing appropriation categories as reflected in Exhibits A and B to this Ordinance.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

**Exhibit A
Ordinance No. 95-608**

FISCAL YEAR 1994-95		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Marketing							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Senior Program Supervisor	1.00	57,683		0	1.00	57,683
	Assoc. Pub. Affairs Specialist	1.00	37,015		0	1.00	37,015
	Asst. Pub. Affairs Specialist	1.00	40,825		0	1.00	40,825
	Event Technician	1.00	31,163		0	1.00	31,163
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Administrative Secretary	0.75	17,046		0	0.75	17,046
	Program Assistant 1	0.50	13,409		0	0.50	13,409
	Educational Service Aide 1		0		0		0
	Educational Service Aide 2	0.72	16,428		0	0.72	16,428
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Education Service Aide II	0.34	6,193		0	0.34	6,193
511335	REPRESENTED 483-TEMPORARY EMPLOYEES (part time)						
	Laborer	0.78	18,386	0.00	2,000	0.78	20,386
511400	OVERTIME		591		0		591
512000	FRINGE		90,023		0		90,023
	Total Personal Services	7.09	328,762	0.00	2,000	7.09	330,762
	Total Materials & Services		662,784				662,784
	Total Capital Outlay		4,650				4,650
	TOTAL EXPENDITURES	7.09	996,196	0.00	2,000	7.09	998,196
Design Services							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Associate Program Supervisor	1.00	52,780		0	1.00	52,780
	Graphics/Exhibit Designer	1.00	37,015		0	1.00	37,015
	Project Coordinator	0.25	12,382	0.00	1,000	0.25	13,382
511125	SALARIES-REGULAR EMPLOYEES (part time)						
	Graphics/Exhibit Designer	1.00	37,013		0	1.00	37,013
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Program Assistant 2-Graphics	1.00	31,987		0	1.00	31,987
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Administrative Secretary	0.75	23,275		0	0.75	23,275
	Program Assistant 2-Graphics	0.50	12,527		0	0.50	12,527
511400	OVERTIME		1,648		0		1,648
512000	FRINGE		86,567		0		86,567
	Total Personal Services	5.50	295,194	0.00	1,000	5.50	296,194
	Total Materials & Services		159,099				159,099
	Total Capital Outlay		183,470				183,470
	TOTAL EXPENDITURES	5.50	637,763	0.00	1,000	5.50	638,763
General Expenses							
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		362,175		(3,000)		359,175
599990	Unappropriated Balance		3,685,996				3,685,996
	Total Contingency and Unappropriated Balance		4,048,171				4,045,171
	TOTAL EXPENDITURES	202.30	18,300,896	0.00	0	202.30	18,300,896

Exhibit B
Ordinance No. 95-608
FY 1994-95 SCHEDULE OF APPROPRIATIONS

	Current Appropriation	Revision	Proposed Appropriation
ZOO OPERATING FUND			
Administration			
Personal Services	768,193	0	768,193
Materials & Services	174,595	0	174,595
Capital Outlay	6,180	0	6,180
Subtotal	948,968	0	948,968
Animal Management			
Personal Services	2,335,268	0	2,335,268
Materials & Services	495,185	0	495,185
Capital Outlay	77,446	0	77,446
Subtotal	2,907,899	0	2,907,899
Facilities Management			
Personal Services	1,822,777	0	1,822,777
Materials & Services	1,466,501	0	1,466,501
Capital Outlay	104,740	0	104,740
Subtotal	3,394,018	0	3,394,018
Education Services			
Personal Services	644,673	0	644,673
Materials & Services	222,300	0	222,300
Capital Outlay	7,500	0	7,500
Subtotal	874,473	0	874,473
Marketing			
Personal Services	328,762	2,000	330,762
Materials & Services	662,784	0	662,784
Capital Outlay	4,650	0	4,650
Subtotal	996,196	2,000	998,196
Visitor Services			
Personal Services	1,595,858	0	1,595,858
Materials & Services	1,418,244	0	1,418,244
Capital Outlay	123,030	0	123,030
Subtotal	3,137,132	0	3,137,132
Design Services			
Personal Services	295,194	1,000	296,194
Materials & Services	159,099	0	159,099
Capital Outlay	183,470	0	183,470
Subtotal	637,763	1,000	638,763
General Expenses			
Interfund Transfers	1,356,276	0	1,356,276
Contingency	362,175	(3,000)	359,175
Subtotal	1,718,451	(3,000)	1,715,451
Unappropriated Balance	3,685,996	0	3,685,996
Total Fund Requirements	18,300,896	0	18,300,896

AGENDA ITEM 8.1
Meeting Date: June 29, 1995

RESOLUTION NO. 95-2165

Authorizing an Extension of Three Existing Hazardous Waste Disposal Contracts, Authorizing an Exemption to the Requirement of Competitive Bidding, Authorizing Issuance of a Request for Proposals to Procure Hazardous Waste Disposal Services, and Authorizing the Executive Officer to Execute the Resulting Multi-Year Contract.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2165, AUTHORIZING AN EXTENSION OF THREE EXISTING HAZARDOUS WASTE DISPOSAL CONTRACTS, AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS TO PROCURE HAZAROUS WASTE DISPOSAL SERVICES, AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE RESULTING MULTI-YEAR CONTRACTS

Date: June 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the June 20 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2165. Voting in favor: Councilors Kvistad and McFarland.

Committee Issues/Discussion: Roosevelt Carter, Acting Operations Manager, reviewed the staff report. He noted that the reason for the requested extension was that staff had attempted to renegotiate and extend one of the existing contracts. Those negotiations unsuccessfully terminated only three weeks ago. Since the existing contracts expire at the end of June, staff is requesting a two-month extension while it solicits new proposals.

Carter explained that the affected contracts all relate to the recycling or disposal of HHW materials deposited at the permanent HHW facilities and the one-day collection events. Bidders responding to the RFP may bid on one or more of 36 different types of waste. Currently, three vendors are operating under the terms of two-year contracts to dispose of these different types of waste, though most of the waste is disposed of by Chem Waste, a subsidiary of Waste Management.

Carter indicated that staff expects some increase in disposal costs, but that the proposed disposal budget for FY-95-96 is \$1.67 million, while actual disposal costs for the current fiscal year will only be about \$600,000.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2165, FOR THE PURPOSE OF AUTHORIZING AN EXTENSION OF THREE EXISTING HAZARDOUS WASTE DISPOSAL CONTRACTS, AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES, AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE RESULTING MULTI-YEAR CONTRACTS

Date: June 1, 1995

Presented by: Roosevelt Carter
Jim Quinn

PROPOSED ACTION

Approve Resolution 95-2165 to authorize the extension of three existing hazardous waste disposal contracts, the use of a request for proposals process to procure hazardous waste disposal services, issuance of the attached RFP (Exhibit A), and executive officer approval of the contracts resulting from the RFP.

BACKGROUND

Metro operates a hazardous waste program which includes two permanent household hazardous waste collection facilities, satellite collections held at various locations around the region, and a conditionally exempt generator (CEG) program. The transportation and disposal of the wastes collected in this program is currently performed by three contractors.

EXTENSION OF EXISTING CONTRACTS

All of the current hazardous waste disposal contracts expire at the end of June 1995. A two month extension is requested, to allow time for issuing a new procurement and negotiating new contracts.

JUSTIFICATION FOR USING RFP PROCESS

Metro's hazardous waste program strives to manage all wastes in a manner that maximizes both cost-effectiveness and environmental considerations. The use of an RFP process to procure hazardous waste transportation and disposal services provides a degree of flexibility that greatly facilitates the attainment of these two goals.

The hazardous waste transportation and disposal firms that service the Pacific Northwest have varying capabilities, and generally varying relationships with final recycling and disposal facilities. Some regional contractors may have developed in-house treatment and recycling methods, while others may ship wastes around the country to facilities under their control. A

wide variety of hazardous wastes are received at Metro's facilities, and each potential disposal contractor will have certain types of wastes for which they offer particularly attractive pricing or otherwise unavailable processing or disposal technologies. The details of categorization and packaging that each contractor requires can vary significantly, and it is necessary to leave open these specific details in order to capitalize on strengths of the various hazardous waste management firms.

The RFP details 36 different categories of waste, based on the sorting procedures currently employed at the Metro South HHW Facility. Proposers are asked to provide separate pricing information for each waste category, and are informed that each category will be evaluated separately. The most highly rated proposer for each category will be contacted for contract negotiations, and so it is likely that several contracts will be awarded.

Proposals solicited will include information on the types of waste that may be included in each of the proposer's waste categories, the packaging requirements for each category, and the proposed disposal methods. The proposals will be evaluated by a committee, category by category, based on the following criteria:

General compliance with the RFP. (10 points)

Costs for transportation and disposal of individual waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications. (50 points).

Environmental soundness of disposal method. (25 points).

Proposer's experience, qualifications and compliance record (15 points).

The RFP includes a detailed Proposed Scope of Work, and all contracts negotiated will adhere to the provisions outlined therein.

The Council authorized use of the RFP process for procuring hazardous waste disposal services in 1991 and 1993. Because of the complex nature of hazardous waste transportation and disposal, and the cost savings and environmental benefits that will result, a Request for Proposals process remains the most desirable approach to selecting transportation and disposal contractors for Metro's hazardous waste program.

BUDGET IMPACT

The 1995-1996 budget has budgeted \$1,671,924 for hazardous waste disposal.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 95-2165.

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 95-2165
EXTENSION OF THREE EXISTING HAZARDOUS)
WASTE DISPOSAL CONTRACTS, AUTHORIZING)
AN EXEMPTION TO THE REQUIREMENT OF)
COMPETITIVE BIDDING, AUTHORIZING ISSUANCE) INTRODUCED BY MIKE BURTON
OF A REQUEST FOR PROPOSALS TO PROCURE) EXECUTIVE OFFICER
HAZARDOUS WASTE DISPOSAL SERVICES, AND)
AUTHORIZING THE EXECUTIVE OFFICER)
TO EXECUTE THE RESULTING MULTI-YEAR)
CONTRACTS.)

WHEREAS, Metro operates a hazardous waste collection program, which includes two permanent household hazardous waste facilities, satellite collections around the region, and a conditionally exempt generator (CEG) program; and

WHEREAS, Metro currently has contracts with three firms to provide transportation and disposal of wastes collected in the hazardous waste program; and

WHEREAS, All three of these contracts expire on June 30, 1995; and

WHEREAS, Metro Code Section 2.04.045(b), as amended, requires Council approval for extension of all contracts which originally required Council approval; and

WHEREAS, The FY 1995-96 Metro budget of the Solid Waste Department authorizes expenditures of a total of \$1,671,924 for hazardous waste disposal; and

WHEREAS, ORS 279.015 authorizes the exemption of certain contracts from the competitive bidding requirement; and

WHEREAS, Metro Code Section 2.04.010, as amended, requires an exemption for public contracts obtained through a Request For Proposals (RFP) process; and

WHEREAS, Metro Code Section 2.04.041(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The Council finds that it is unlikely that exempting solicitation of hazardous waste transportation and disposal services from competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because: (1) a Request for Proposals process will be utilized; (2) the invitation to submit proposals will be advertised; and (3) Requests for Proposals will be sent to a variety of hazardous waste management firms; and

WHEREAS, The Council also finds that the exemption will result in substantial cost savings to Metro because: (1) proposers will be allowed to recommend waste categorization procedures, waste disposal options, recycling alternatives, and other aspects of their services that result in decreased costs; and (2) cost will be a primary factor in the selection process; and

WHEREAS, Pursuant to Metro Code Section 2.04.033 (a) (1) Council approval of contracts awarded as a result of the RFP is required because the proposed contracts have not been designated as "B" contracts on the annual contracts list and they will be multi-year contracts; and

WHEREAS, Pursuant to Section 2.04.033 (g) of the Metro Code, the Council may at the time it approves a request for Proposals waive the requirement for Council approval of a contract prior to execution of the contract by the Executive Officer; and

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

BE IT RESOLVED,

1. That the Metro Council approves extension of each of the three existing hazardous waste transportation and disposal contracts until August 31, 1995.
2. That the Metro Contract Review Board hereby exempts the contract for hazardous waste transportation and disposal services for Metro's hazardous waste program from the competitive bid process and authorizes staff to use a Request for Proposals solicitation process.
3. That the Metro Council approves issuance of the multi-year Request for Proposals for Transportation and Disposal of Wastes Collected in Metro's Hazardous Waste Programs, Exhibit "A".

4. That the Metro Council authorizes the Executive Officer to execute multi-year contracts for Transportation and Disposal of Hazardous Wastes Collected in Metro's Hazardous Waste Collection Program with the most qualified proposers in accordance with the requirements of the Metro Code.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

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Exhibit A

REQUEST FOR PROPOSALS

for

**TRANSPORTATION AND DISPOSAL
OF WASTES COLLECTED IN METRO'S
HAZARDOUS WASTE PROGRAM**

(RFP # 95R-27-SW)

JUNE 1995

METRO
Solid Waste Department
600 NE Grand Avenue
Portland, OR 97232
(503) 797- 1650

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REQUEST FOR PROPOSALS FOR TRANSPORTATION AND DISPOSAL OF WASTES COLLECTED IN METRO'S HAZARDOUS WASTE PROGRAM

I. INTRODUCTION

The Solid Waste Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, is requesting proposals for the transport, recycling, treatment, storage, and disposal of materials collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs (RFP #95R-27-SW). Proposals will be due no later than 3:00 p.m., Monday, July 31, 1995, in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-1700, Attention: Jim Quinn, Solid Waste Department.

Metro has divided wastes into 36 categories. Proposers may submit proposals for disposal of one category, several categories, or all categories. Metro may award a single contract, or may award several contracts for one or more categories.

Further details concerning the project and proposal are contained in this document.

II. BACKGROUND

Metro is the agency responsible for household hazardous waste management in the Portland metropolitan area. In order to provide for convenient disposal of household hazardous waste for residents of the region, Metro has established permanent collection facilities at each of the two Metro-operated solid waste transfer stations. The first facility opened to the public in February of 1992, and is located at the Metro South Transfer Station, 2001 Washington Street in Oregon City, Oregon. The second facility, located at the Metro Central Transfer Station, at 6161 NW 61st Street in Portland, Oregon, opened in November of 1993.

Metro also conducts one-day satellite collections of household hazardous waste in various locations in the Metro region, a conditionally exempt small quantity generator (CEG) collection program, and a load check program in which hazardous waste is isolated from incoming solid waste.

During 1994 more than 1,600,000 pounds of wastes were collected in these programs.

The types of waste received were as follows:

Flammables	38%
Latex Paint	27%
Motor Oil, Car Batteries, Antifreeze	23%
Pesticides	4%
Aerosols	3%
Acids, bases and oxidizers	2%
Cleaners	1%
Miscellaneous *	6%

* The miscellaneous category includes household batteries, water-based adhesives, asbestos, fire extinguishers, propane and other compressed gas cylinders, organic peroxides, reactives, explosives, radioactives, sharps, non-ferrous scrap metals, and PCB-containing fluorescent ballasts.

Permanent Collection Facilities

Metro's Household Hazardous Waste (HHW) Facilities are housed in state-of-the-art hazardous materials handling and storage buildings. Because household hazardous waste is exempt from RCRA regulation throughout collection and disposal [per 40CFR261.4 (b) (1)], the facilities are not regulated as TSD facilities, although they meet most of the physical and operational requirements for TSD's.

All receiving, sorting and packaging of wastes at the Metro's HHW Facilities are performed by Metro personnel. Materials are packaged in DOT approved drums, to the specifications of the transportation contractor and disposal facility. In addition, the facilities have rooms equipped for bulking of flammable paints and other materials into 55 gallon quantities. Metro obtains all drums and other packaging materials under separate contract.

Within each facility, five segregated storage areas are utilized to store full drums prior to shipment. Storage bays dedicated to flammables, poison/pesticides, alkalis, acids and oxidizers can store approximately two weeks worth of drummed waste.

All latex paint processing and storage is done in a separate building, adjacent to the main HHW facility at Metro South. A large quantity of drums of latex can be stored. Latex paint is carefully sorted, and good quality paint is consolidated either for reprocessing for sale or for giveaway for reuse.

In addition to the physical storage limitations, the facilities have a 90 day limit on storage of wastes collected, except for materials being accumulated for a feasible means of recycling, which may be stored for up to one year.

The facilities have laboratories for identifying unknown materials, and use a customized system for identification of unlabeled materials.

The facilities are open to the public seven days a week, from 9:00 a.m. to 4:00 p.m. A \$5 to \$10 charge is collected from residents using the facilities. Pickup of drummed waste for disposal is generally conducted early in the morning prior to the facilities opening to the public.

Satellite Collection

During the contract period, Metro may conduct additional short-duration collections of household hazardous wastes at various sites within the Metro region. This program may require pickup of drummed wastes at sites other than Metro's household hazardous waste facilities.

Conditionally Exempt Generator Waste

Hazardous wastes generated by conditionally exempt small quantity generators (generally referred to as CEG's in Oregon) are exempt from RCRA per 40CFR261.5. In July of 1992 the EPA clarified that CEG waste could be commingled with household hazardous waste at approved household hazardous waste facilities, and that the resulting mixture would retain its RCRA-exempt status.

Waste from CEG's may be received at Metro's Hazardous Waste Facilities from one of three sources:

1. Waste generated at one of Metro's facilities that are classified as CEG's. This includes Metro Regional Center, where the map center and the print shop generate small amounts of waste, Metro Washington Park Zoo, where small amounts of a variety of waste are generated, and Blue Lake and Oxbow Parks, which are operated by Metro. In addition, waste generated in the course of identifying unknowns in Metro's hazardous waste facilities are, in fact, CEG waste.
2. Abandoned waste from the transfer station tipping floor and illegal dump site cleanups. Hazardous and otherwise unacceptable waste are routinely found mixed with solid waste in Metro transfer stations, and occasionally found at cleanups of illegal trash dumping sites. When the generator cannot be identified, the waste may be managed in Metro's hazardous waste facilities.
3. Collected by appointment from generators in Metro's CEG collection program. This program was started because of the limited options available for CEG's wanting to safely and legally dispose of their waste.

This RFP addresses combined HHW/CEG wastes.

Load Check Program

Since January of 1991, Metro has conducted a load check program at Metro's transfer stations. Under this program the mixed solid waste received at the transfer stations is monitored in order to minimize the quantity of hazardous and other unacceptable waste received. When unacceptable

waste is discovered, the generator is identified if possible, and the waste is returned to the generator. However in some cases the generator is unable or unwilling to pick up the waste, and in some cases the generator cannot be identified. In either of these situations, Metro is left to properly package, store and dispose of the waste. Metro has developed a screening process, approved by DEQ, to insure that these wastes are not generated by RCRA-regulated small quantity generators (SQG's) or large quantity generators (LQG's). All screened wastes that are not returned to the generator are brought to the hazardous waste facilities and commingled with HHW/CEG waste for disposal.

Disposition of Wastes

Metro's use of in-house hazardous waste staff and utilization of the bulking room and other features of the permanent facilities allow considerable flexibility in the packaging of wastes collected. This in turn facilitates the development of new transportation, recycling and disposal opportunities. Metro's hazardous waste staff is committed to continuously seeking out new waste management opportunities, considering cost as a primary factor, but also putting considerable emphasis on environmental criteria, such as the degree of beneficial reuse/recycling, the environmental impact of disposal options, and the environmental record of proposed disposal facilities.

III. PROPOSED SCOPE OF WORK

The scope of work for each contract developed pursuant to this RFP may include the following provisions, and any other provisions agreed to during the contract negotiation process. Some of these elements may not apply depending on the dollar amount of the contract and the types of waste managed under the contract. Such exclusions will be addressed in final contract documents.

1. This contract shall be effective September 1, 1995 through June 30, 1997.
2. Contractor shall pick up wastes of selected categories and remove them from Metro HHW facilities or collection sites as needed.
3. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by Metro. Contractor shall ship all wastes to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of facilities that are approved by both Metro and Contractor will be developed.
4. 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). All wastes that are sent from Metro directly to permitted TSDF's shall be transported using a hazardous waste manifest. Metro shall be considered the

generator for manifesting purposes. Contractor shall ensure that TSDF's send signed manifest copies to Metro within standard processing times.

5. 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.
6. 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. 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.
7. 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.
8. 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 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. 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.

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 has 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 granted, such increases shall be the only price adjustment for the duration of the contract for that category. 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.

IV. PROPOSAL INSTRUCTIONS

Submission of Proposal

Please submit 5 copies of the proposal to Metro, addressed to:

Jim Quinn
Hazardous Waste Project Manager
Solid Waste Department
Metro
600 NE Grand Avenue
Portland, Oregon, 97232-1700,

Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-1700, Attention Jim Quinn, Solid Waste Department, after 3:00 p.m. on Monday, July 31, 1995.

RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP, or in addenda to this RFP, will not be considered by Metro in evaluating proposals.

If any Proposer has a question about this RFP or needs any clarification with regard to any portion of the RFP, inquiries must be made in writing to Jim Quinn, and received no later than July 14, 1995. If Metro determines that a question asked is important and merits a response, the question and Metro's answer will be sent to all parties on the list of proposers (those parties who have received a copy of the RFP) on or before July 18, 1995. Any Proposer who has submitted a proposal and who subsequently receives an addendum, may supplement their proposal as they consider appropriate, provided that the supplementary material is provided on or before the due date for proposals.

In addition to the above, Metro may issue addenda to clarify or add to the RFP. In such an event, additional time to respond to the RFP or to provide supplementary material will be provided as appropriate.

Proposal Security

Each proposal must be accompanied by a certified or cashier's check or proposal bond executed on the prescribed form (see Attachment 2), payable to the Metro, in the amount of one thousand dollars (\$1,000.00). Proposal bonds shall be returned to all proposers subsequent to final contract selections by Metro.

If a proposal addresses a small portion of this RFP, and proposer anticipates that the value of any contract awarded would be less than \$15,000, then proposer need not provide proposal security as described above.

Performance/Labor and Materials Bond

Within ten (10) days of Notice of Conditional Award, successful proposers may be required to execute and deliver to Metro a Performance and Labor and Materials Bond or a Letter of Credit conditioned upon the faithful performance of the Contract and the payment of all persons supplying labor and materials as prescribed under the terms of the contract. The Initial Bond or Letter of Credit shall be for the term of the Contract. The Performance and Labor and Materials Bond or the Letter of Credit shall be for the full amount of the contract and be in a form specified by Metro.

The Surety or Banking Institution furnishing this Bond or Letter of Credit, as provided on the attached Surety Form (Attachment 3), shall have a rating of at least A and be of the appropriate class for the relevant bond amount according to Best's Key Rating System and shall otherwise have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact (Resident Agent) who executes this Bond or Letter of Credit on behalf of the Surety or Banking Institution must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety or Banking Institution on the date of execution of each Bond or Letter of Credit.

Contract Type

Metro intends to enter into a Public Contract with all selected Contractors. A copy of the standard contract form approved by Metro General Counsel is attached for review prior to submitting a proposal.

Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

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

V. PROPOSAL CONTENTS

1. A transmittal letter which indicates who will be the project manager, and states that the proposal will be valid for ninety (90) days after the submittal date; include the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which Metro is considering proposals.
2. Proposal Price Forms (Attachment 1) with appropriate sections filled for each category for which the Proposer wishes to be considered. Additional instructions on filling out the Proposal Price Forms can be found at the beginning of the Proposal Price Forms section, (Attachment 1).
3. Describe all other fees or costs that would be incurred in the course of performing duties described in the scope of work, including but not limited to: transportation charges, profiling fees, surcharges for unusually small or large shipments, etc.
4. A sample of a quarterly report form, as required by item #11 in the proposed scope of work.
5. If relevant to the categories that are covered by Proposer's submission, describe requirements for identifying "unknown" materials that Metro receives, identifies, and packages for disposal.
6. Describe your firm's experience with transportation and disposal of hazardous wastes in general, and with household hazardous wastes and CEG wastes specifically. Describe your experience also with managing commingled household and CEG wastes, if any.

7. Include a list of at least two (2) present or former customers of your firm who can attest to your firm's performance in hazardous waste transportation and disposal. Include contact person and phone number. If possible, these customers should be household hazardous waste or CEG waste generating customers.
8. List all regulatory permits currently held by your firm that apply to transportation, handling, or disposal of hazardous materials and hazardous waste. Provide the name, address, telephone number, and if possible a contact person for all regulatory agencies that oversee compliance for these permits.
9. Proposal Security in the form of a certified or cashier's check or completed Proposal Bond Form (Attachment 2). See Proposal Instructions for more information.
10. Surety Form for Performance/ Labor and Materials Bond(Attachment 3). See Proposal instructions for more information
11. Optional exceptions and comments section. To facilitate evaluation of proposals, Metro requires that all responding firms adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in a distinct section of their proposal. Exceptions or comment should be succinct, thorough and organized.

VI. GENERAL CONDITIONS

1. **Limitation and Award:** This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
2. **Billing Procedures:** Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

VII. EVALUATION

Evaluation Procedure

Proposals received that conform to the proposal instructions and respond to the scope of work will be evaluated. Proposals will be reviewed by a selection committee. The basis for evaluation will follow the criteria identified below.

Each waste category on the Proposal Price Forms will be evaluated separately. Successful proposers may be selected for contract award for a single category, for several categories, or for all categories for which they have provided information.

Proposers who receive the highest score for one or more waste categories using the evaluation criteria below will be sent a Notice of Conditional Award identifying the waste categories for which the proposer has been selected for contract negotiations. The selection committee may request interviews with some proposers before a final evaluation is made.

Evaluation Criteria

The criteria used in evaluating each submitted proposal for each waste category shall be as follows:

Criteria

General compliance with the RFP. (10 points)

Costs for transportation and disposal of individual waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications. (50 points).

Environmental soundness of disposal method (see note below). (25 points).

Proposer's experience, qualifications and compliance record (15 points).

Environmental soundness of disposal methods will be rated based on the waste reduction hierarchy shown on the instruction page of the Proposal Price Forms, Attachment 1, and on the environmental record of the final disposal site, if available.

VIII. ATTACHMENTS

1. Proposal Price Forms
2. Proposal Bond Form
3. Surety Form
4. Metro Standard Contract

Attachment 1
PROPOSAL PRICE FORMS

Instructions:

All waste categories described in the following pages contain waste from household sources and/or from conditionally exempt generators (CEG's).

In the Notes, changes: section Proposer should indicate any changes to the category description or to packaging requirements, including types of wastes acceptable, contaminant limits, drum type, liquid quantity restrictions, container type and size limitations, and drum list requirements for each category. Any other comments on disposal of a particular category should also be noted in the Notes/Changes section.

Proposer's price information should be provided with the knowledge that Proposer may be awarded a contract for a single category, for several categories, or for all categories for which Proposer has provided information. Any proposals submitted in which the proposal price for any category is made conditional upon also receiving waste of another category will be deemed non-responsive.

Indicated quantity generated per year are estimates only; Metro guarantees no minimum quantities in any category.

In the disposal method section for alternate methods, proposer should either use one of the disposal methods from the waste reduction hierarchy, described below, or if proposer indicates a disposal method not on this list, proposer should provide an explanation of the disposal method. In all cases the indicated disposal facility must be allowed under federal and state law to dispose the indicated waste category using the proposed disposal method

Waste reduction hierarchy, (ordered from most desirable to least desirable):

Reuse- beneficial use of the waste, generally in a manner similar to that which the product was originally intended for, with minimal processing before use.

Recycle- processing of the waste to extract or reclaim components that may be beneficially used.

Energy Recovery- use of a high-BTU material as a fuel in an industrial facility. Does not include use to fuel combustion in a destructive incineration facility .

Treatment- a process that alters the characteristics of a hazardous waste in order to render it less hazardous or non-hazardous prior to final disposal through municipal waste landfilling, discharge to POTW, or other methods.

Incineration- destructive incineration in which energy is not recovered. Includes use to fuel combustion in destructive incineration.

Landfill- land disposal in a permitted hazardous waste landfill.

AF1 A-Fuel Liquids Quantity generated per year: 830 drums

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.

Current packaging specifications:

UN 1A1 drum, new drums only, bulk. Outside of drum should be clean.

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum
Additional charge per gallon of non-pumpable material: _____/gallon
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

AF2 A-Fuel Solids Quantity generated per year: 465 drums

Description: Non-pumpable flammable materials, chlorides less than 5%. Includes all items under category AF1, as well as semi-solid solvent-based adhesives and caulks, and tars and other roofing compounds

Current packaging specifications: UN 1A2 drum, new drums only, bulk. Outside of drum clean

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

AFL Flammables, loosepack Quantity generated per year: 277 drums

Description: Small containers of solvent-based materials that are too labor-intensive to bulk, including 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.

Current packaging specifications: UN 1A2 drum, reconditioned OK, loose pack.

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

C Chlorinated Solvents- bulk Quantity generated per year: 6 drums

Description: Bulk halogenated solvents, such as methylene chloride, 1,1,1-trichloroethane, Freon TF, etc.

Current packaging specifications: UN 1A1 drum, bulk

Proposed disposal method:

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

D Steel cans- empty Quantity generated per year: 25 tons

Description: Empty steel cans from bulking A-Fuel and latex paint, with a small amount of residue remaining on the cans.

Current packaging specifications: Drop box.

Preferred disposal method: Recycle

Proposer's price for this method: _____

Proposed disposal facility:

Notes, changes:

AFP Flammables- high PCB's Quantity generated per year: 50 drums

Description: Currently this category covers drums shipped as AF1 or AF2 that are determined to be high in PCB's after being received by our contractor.

Current packaging specifications: UN 1A1 or 1A2.

Current disposal method: 50-500 ppm: Solidification/Landfill
> 500 ppm: Incineration

Proposer's price for this method: _____/55-gallon drum 50-500 ppm
_____ /55-gallon drum > 500 ppm

Proposed disposal facilities:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

E Isocyanates Quantity generated per year: 8 drums

Description: Any isocyanate-containing product, often in an aerosol-type can, or 1 part of two-part foam systems. Currently this category is separated into compressed gases and liquids for shipping purposes.

Current packaging specifications: UN 1A2 drum, reconditioned OK, loose pack.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

GW Latex paint waste Quantity generated per year: 484 drums

Description: Latex paint that is rejected by our on-site recycling program. This category contains latex paint that is rejected because it has frozen or spoiled, or has lumps, rust, etc. in it, which includes about 65% of the latex cans we receive. Any latex that is rejected because it has suspected high lead or mercury levels goes to category G below.

Current packaging specifications: UN 1A2 drum, new drums only, bulk. Outside of drum clean.

Current disposal method: Solidification/Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

G Water-based waste Quantity generated per year: 110

Description: 1) Non-recyclable latex paint that may be high in lead or mercury, 2) water-based low-hazard materials such as glues, polishes, inks, dyes, sheetrock mud, etc., 3) inert inorganic materials such as calcium carbonate and titanium dioxide.

Current packaging specifications: UN 1A2 drum, new drums only, bulk. Outside of drum clean.

Current disposal method: Solidification/Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

GR Latex, unsorted, unbulked Quantity generated per year: up to 50,000 gallons

Description: Metro currently operates an on-site latex paint recycling program- information for this category is only speculative, and will only be utilized if costs are favorable compared to our current practice. Metro may choose to utilize this category only for relatively small quantities when our incoming volume is particularly heavy, so proposers should indicate pricing for small quantities, as well as any price reductions for larger quantities.

Current packaging specifications: Unopened unsorted cans of latex paint loaded into transportable metal baskets, each holding about 200 1-gallon cans.

Current disposal method: Recycle

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

H Antifreeze Quantity generated per year: 4800 gallons

Description: Ethylene glycol antifreeze, generally used and mixed with water.

Current packaging specifications: Plastic drum preferable. Material is pumped out of drum on site.

Current disposal method: Recycle

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

I1 Batteries- button cell, mercury & silver Quantity generated per year: 25 pounds

Description: Small button-cell watch and camera batteries and other small mercury and silver-containing batteries .

Current packaging specifications: plastic bucket

Current disposal method: Recycle

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

I2 Batteries- nickel/cadmium Quantity generated per year: 1800 pounds

Description: Rechargeable nickel-cadmium batteries.

Current packaging specifications: UN 1A2 drum, reconditioned OK, loose pack, with liner

Current disposal method: Recycle

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

I3 Batteries- dry cell Quantity generated per year: 13 drums

Description: Household batteries, including regular and alkaline.

Current packaging specifications: UN 1A2 drum, reconditioned OK, must be lined, loose pack.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

J Cleaners & disinfectants Quantity generated per year: 34 drums

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

Current packaging specifications: Plastic tight-head drum, bulk.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

K1 Acids- inorganic, treatable Quantity generated per year: 22 drums

Description: Sulfuric, hydrochloric, phosphoric and hydrofluoric acid, with water as the only other ingredient.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

K2a Acids- organic, treatable Quantity generated per year: 9 drums

Description: The following organic acids: acetic acid, citric acid, lactic acid, oxalic acid, potassium biphthalate, potassium bitartrate, stannous oxalate, tartaric acid, toluene sulfonic acid compounds

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

K2b Acids- organic, landfill Quantity generated per year: 5 drums

Description: Organic acids that are not suitable for treatment, including aluminum acetate, bladex, 2-chloroethyl phosphonic acid, 2,2-dichloropropionic acid, dowpon, formic acid, gallic acid, oxadiazon, trichloroacetic acid, 3,4,5-trihydroxybenzoic acid, and others.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack
(Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

K3 Acids- inorganic Quantity generated per year: 90 drums

Description: All inorganic acids besides those in treatable category (K1).

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack
(Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

L1 Alkalis- treatable Quantity generated per year: 11 drums

Description: water solutions of alkaline materials, including: alkaline drain cleaners, bleach, calcium hypochlorite, pool compounds (non-oxidizing), potassium hydroxide, potassium hypochlorite, potassium phosphate tribasic, sodium hydroxide, sodium hypochlorite, and sodium thiosulfate.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

L2 Alkalis- non-treatable Quantity generated per year: 116 drums

Description: Cleaners and disinfectants pH 12-14, photo developers, sulfur, various other alkaline materials not suitable for treatment.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

M1 Oxidizers- treatable Quantity generated per year: 3 drums

Description: Hydrogen peroxide solution, cyanuric acid solution

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack
(Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon
of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid),
drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

M2 Oxidizers- non-treatable Quantity generated per year: 19 drums

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

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack
(Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon
of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid),
drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

N Pesticides & poisons Quantity generated per year: 465 drums

Description: A wide variety of pesticide products, as well as various poisons including cyanides, heavy metal compounds, etc. These are divided into four categories for shipping purposes, including one for flammable pesticides, one for acidic pesticides, one for packing group I poisons, and one for all other non-acidic, non-flammable pesticides and poisons.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total; inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

P1 PCB's- non-TSCA regulated Quantity generated per year: 15 drums

Description: Pre-1979 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.

Current packaging specifications: UN 1A2, reconditioned OK, loose-packed.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

P2 PCB's - TSCA-regulated Quantity generated per year: 4 drums

Description: pre-1979 fluorescent ballasts or capacitors that are leaking or larger than dimensions described in P1.

Current packaging specifications: UN 1A2 drum

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

Q1 Aerosols- flammable Quantity generated per year: 15 drums

Description: All aerosols that are not pesticides, alkaline cleaners, or isocyanates. We process most of the flammable aerosols that we receive on site, but send out some that do not fit in our puncturing apparatus, or that contain materials unsuitable for our compost-based treatment unit.

Current packaging specifications: UN 1A2, reconditioned OK, loose pack.

Current disposal method: Depressurization/energy recovery

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

Q2 Aerosols- corrosive Quantity generated per year: 8 drums

Description: Aerosols containing alkaline cleaning products.

Current packaging specifications: UN 1A2, reconditioned OK, with liner, loose pack.

Current disposal method: Depressurization/Incineration

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Q3 Aerosols- poisons Quantity generated per year: 35 drums

Description: Pesticide-containing aerosols.

Current packaging specifications: UN 1A2, reconditioned OK, loose pack.

Current disposal method: Depressurization/Incineration

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

R1 Organic peroxides Quantity generated per year: 250 pounds

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

Currently we loose pack this category on site, and our contractor does all packaging and preparation for shipment. We are charged a per pound disposal price, plus all labor, materials, and related expenses.

Current disposal method:

Disposal price per pound: _____

Costs for preparing for shipment at our site (attach additional pages if needed):

R2 Reactives Quantity generated per year: 300 pounds

Description: Water reactive, air reactive, and other materials, such as: ammonium sulfide, calcium carbide, metal hydrides, calcium, sodium, lithium and potassium metal, collodion, cyanuric chloride, cyanogen bromide, dimethyl sulfate, dinitrophenylhydrazine, hydrazine, lithium batteries, perchloric acid >50%, phosphorous 1-2%, picric acid solution, silanes, titanium tetrachloride, sodium hydrosulfite, sodium azide, sodium peroxide, zinc phosphide > 2%, and others

Currently we loose pack this category on site, and our contractor does all packaging and preparation for shipment. We are charged a per pound disposal price, plus all labor, materials, and related expenses.

Current disposal method: Incineration

Disposal price per pound: _____

Costs for preparing for shipment at our site (attach additional pages if needed):

S3 Compressed gases Quantity generated per year: 15 cylinders

Description: We are currently storing several compressed gas cylinders that we have been unable to return to the manufacturer, and consider too hazardous to vent. Some examples follow:

- A. 1 lb. net DOT 2P cylinders containing "Brom-O-Gas", 98% methyl bromide, 2 % chloropicrin
- B. tear gas, contained in small cylinders about 3 inches long, 0.5 inches in diameter
- C. Cartridge-size cylinder (about the size of carbon dioxide cylinders used to charge seltzer bottles), containing a pesticide (16.5% DDD/pyrethrum, 83.5% CFC propellant)
- D. ICC 4B-240 cylinder, containing 5 lbs. net "Lethalaire V23" (0.5% pyrethrins, 1.0% technical pipetronyl butoxide, 1.0% N-octyl bicycloheptene dicarboximide, 12.5% petroleum distillates)
- E. ICC 9 (prior to DOT spec) egg-shaped cylinders, 6 to 10 inches tall, 3 to 5 inches in diameter, containing an unknown pesticide. Produced for US Navy, apparently several decades old, manufactured by Pennsylvania Engineering Co., Philadelphia, Penn. Label says "aerosol insecticide"

Please provide pricing and proposed disposal method for disposal of any of the above:

V PPE Quantity generated per year: 150 drums

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

Current packaging specifications: UN 1A2 drum, reconditioned OK.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Z1 Motor oil Quantity generated per year: 5000 gallons

Description: Used crankcase oil.

Please indicate for each disposal method proposed below whether the following materials may be commingled with crankcase oil:

automatic transmission fluid
brake fluid
power steering fluid
hydraulic oil
kerosene

home heating oil
gear oil
lube oil
compressor oil (non-refrigerant)
diesel fuel

Current packaging specifications: 55 gallon drums, pumped out on site by contractor.

Preferred disposal method: Rerefining for lubricant use.

Proposer's price for this method: _____/gallon

Proposed rerefining facility:

Proposer's price for energy recovery _____/gallon

Energy recovery facility:

Notes, changes:

Z2 Oil-water mixes Quantity generated per year: 6 drums

Description: Motor oil with any visible water.

Current packaging specifications: 55 gallon drums, pumped out on site by contractor.

Current disposal method: Energy recovery

Proposer's price for this method: _____/gallon

Proposed disposal facility:

Proposer's price for alternate method _____/gallon

Disposal method:

Disposal facility:

Notes, changes:

Z3 Oil Filters Quantity generated per year: 20 drums

Description: Used oil filters from cars and trucks.

Current packaging specifications: UN 1A2 drum

Current disposal method: Energy recovery -oil/recycle steel

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Attachment 2
PROPOSAL BOND

(NOTE: PROPOSERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, _____, as PRINCIPAL, and _____, a corporation organized and existing under and by virtue of the laws of the state of _____ and duly authorized to do surety business in the state of Oregon and name on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of \$ _____ in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and as liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to METRO a certain Proposal for work required for the Transportation of Wastes Collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs, which work is specifically described in the accompanying Proposal;

NOW, THEREFORE, if Metro does not award a contract to the PRINCIPAL within the time specified in the Instructions to Proposers for the work described in said Proposal, or in the alternate, if said Proposal shall be accepted and the PRINCIPAL, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the Proposal, files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said SURETY and this bond shall be in no way impaired or affected by any extension of the time within which Metro may accept such Proposal; and said SURETY does hereby waive notice of any such extension.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals ____ day of _____, 19__.

SURETY
By: _____
Title: _____

PRINCIPAL
By: _____
Title: _____

Attachment 3
SURETY

If the Proposer is awarded a Contract on this Proposal, the surety or surities who provide(s) the Performance Bond and Labor and Materials Bond will be:

SURETY

ADDRESS

1. _____

2. _____

Attachment 4

CONTRACT NO. _____

SAMPLE 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 _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. 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 _____, through and including _____.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

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

**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.

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

PUBLIC.FOR 3/31/95

AGENDA ITEM 8.2
Meeting Date: June 29, 1995

RESOLUTION NO. 95-2164

Approving the Year Six Annual Waste Reduction Program for Local Governments.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2164, APPROVING THE YEAR SIX ANNUAL WASTE REDUCTION PROGRAM FOR LOCAL GOVERNMENTS

Date: June 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the June 20 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2164. Voting in favor: Councilors Kvistad and McFarland.

Committee Issues/Discussion: Debbie Gorham, Waste Reduction Manager, and Jennifer Ness, Associate Solid Waste Planner, presented the staff report. Gorham explained that the purpose of the resolution was to approve the Year Six Waste Reduction Program for the region's local governments. She noted that Metro has provided local government's with \$2.5 million in challenge grant assistance during the last five years. This assistance, along with financial and staff support from local governments has increased the region's recycling rate from 28% to 39%. Gorham noted that, in FY 95-96, challenge grant funding will increase from \$450,000 to \$550,000 and that an additional \$100,000 will be made to other types of governments such as school districts and ports.

Gorham explained that the Year Six Plan was written to "track" with the proposed Regional Solid Waste Management Plan. She indicated that the plan includes a new approach for outlining the types of work that are to be performed by local governments and the manner in which Metro will review and monitor compliance with the plan.

Ness reviewed the nature of the plan and the review and monitoring process. She noted that the plan includes seven basic program areas, such as residential recycling, commercial recycling and buy recycled programs. Within each of these are certain foundation tasks that must be performed. In addition, there are menus of expansion tasks from which each local governments must select additional tasks to be performed. Individual and cooperative local programs serving populations over 30,000 must select one expansion task from each program category plus four additional tasks for a total of eleven. Smaller programs must pick one task from each program and one additional task for a total of eight.

Local governments must submit their compliance plans by August 1. The plans are reviewed by an internal Metro review committee. Interviews also will be conducted to directly address issues or questions that the committee may have about each plan. In addition, Metro staff will monitor plan progress throughout the year and an end-of-year interview will be conducted to review the level of plan implementation.

Several local government representatives testified in favor of the proposed plan. Bruce Walker and Lee Mayberry, City of Portland,

noted the cooperative process which developed the plan. They also noted that the concept of foundation and expansion tasks will allow local governments to pursue tasks that are the most appropriate for their particular jurisdiction. For example, they commented that Portland will begin a curbside plastic bottle recycling program in July. Councilor McFarland asked where the recycling of plastic bottles would be found in the proposed plan. Walker responded that it would be considered an expansion of existing curbside programs which is an expansion task under the residential program outlined in the plan.

Kathy Kiwala, Washington County, testified that the work plan is substantial and that just meeting the foundation tasks will require local governments to initiate new programs. She supported the cooperative approach that was taken to develop the plan and noted that cooperation between Metro and the local governments had significantly improved. She also supported the increase in challenge grant funding approved for FY 95-96.

Rick Winterhalter, Clackamas County, noted that increased challenge grant funding was important to meet the goals of the plan and maintain existing programs.

Jeanne Roy, citizen member of the Solid Waste Advisory Committee, expressed concern that the proposed plan did not mesh with the provisions of the proposed Regional Solid Waste Management Plan. She contended that the language related to commercial paper and container recycling should be strengthened to require that 50% of those businesses not currently served, must be served by the end of the Year Six Plan. She also offered an amendment to require the development of a specific strategy to address onsite, source-separated recycling of construction and demolition debris. Gorham and Jim Goddard, Waste Reduction Staff, responded that the plan should allow local governments to develop strategies to meet their particular needs and that the development of regional requirements would eliminate this flexibility.

Councilor Kvistad expressed some concern that jurisdictions could meet all of the expansion task requirements only through educational and promotional activities. Gorham indicated that it was staff's intent that the local programs include both program and promotional elements and that the plan interview process would address such issues. Kvistad noted that the Solid Waste Advisory Committee would monitor the development and implementation of the local programs.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2164 FOR THE PURPOSE OF APPROVING THE YEAR 6 METRO CHALLENGE ANNUAL WASTE REDUCTION WORK PLAN FOR LOCAL GOVERNMENTS.

Date: June 6, 1995

Presented by: Debbie Gorham
Jennifer Ness

PROPOSED ACTION

Adopt Resolution No. 95-2164, Approving the Year 6 Metro Challenge annual waste reduction work plan for local governments.

FACTUAL BACKGROUND AND ANALYSIS

The Metro Challenge program was established in 1990 to provide local governments with part of the funding they need to complete recycling and waste reduction activities within their jurisdiction. These activities help the region meet the objectives of the Regional Solid Waste Management Plan and State Law. Since its inception, the Metro Challenge Program has provided \$2.5 million in grant funds to local governments.

Through this and other programs, Metro and local governments have worked together to provide single and multi-family residential recycling services, yard debris collection, home composting education, waste reduction consultations to businesses, in-school programs for students and teachers, public outreach and education, and many other valuable programs and services.

Tremendous progress has been made in the region with regard to recycling and waste reduction. The regional recycling rate has jumped from 28% in 1989 to 38% in 1993, all single family residents have the opportunity to recycle at the curb, 70% of the 150,000 multi-family housing units in the region have recycling collection systems in place, and local government comprehensive commercial recycling programs are gearing up to tackle the complex task of providing improved recycling services to the region's businesses.

The Regional Solid Waste Management Plan provides the larger long-term framework for the region's solid waste and recycling infrastructure. The Metro Challenge Program is an important annual implementation tool for achieving the goals set forth by the Regional Solid Waste Management Plan and State Law.

The 1995-96 Metro challenge Grants will continue to help local governments defray the cost of both new and existing waste reduction and recycling programs. The annual work plan which lists the tasks to be completed under the grant program was developed collaboratively with seven local government recycling Coordinators representing the twenty-seven jurisdictions in the region, Metro staff and DEQ representatives. The format allows jurisdictions to develop and implement program ideas based on local circumstances.

The annual work plan has two parts consisting of foundation and expansion elements. Foundation elements are those which should be implemented by every local government to ensure regional continuity and to provide a basic level of service. This portion of Metro Challenge recognizes that existing programs need attention and resources to stay viable and grow. Currently jurisdictions are at

different levels of implementation of foundation elements. Those lagging behind will be able to focus on improvement where needed. The expansion elements contain items that are new and emerging on a region-wide basis or are unique to one jurisdiction. The experience gained from work on an expansion item will be shared with other jurisdictions to provide mutual benefit.

Local governments with populations over 30,000 will select a total of eleven expansion elements as part of their annual work plans; one from each program area and four additional from any area. Local governments with populations under 30,000 will select one expansion element from each program area and one additional item for a total of eight elements. Joint projects between local governments, Metro and DEQ or combinations thereof are encouraged.

Each local government will submit a brief description of how each selected element will be completed in FY 1995-96, making each work plan unique. The 1995-96 work plans and 1994-95 final program reports will be due to Metro by August 1, 1995. Work plans will be reviewed by a Metro committee consisting of representatives from the Waste Reduction Division, Solid Waste Planning and Technical Services Division and Metro Council department. Discussions will be held with each local government to review areas of concern, make clarifications and to finalize the elements for that jurisdiction's plan. The review committee is charged with granting administrative approval of the work plan to the jurisdiction. The 1994-95 program final reports will also be reviewed by the committee.

The review committee will meet with local governments at their request throughout the year to review status and assist with amendment of work plans if necessary. At the end of FY 95-96 local governments will submit a final program report which describes how they have accomplished their planned work items. The same Metro committee will review these reports. If any work plan items were not completed or were found to be deficient, the committee will meet with the local government to determine the cause and appropriate action to allow the problem to be remedied. Penalties may be applied if other options for resolution are exhausted.

The Solid Waste Advisory Committee reviewed the Year 6 Annual Work Plan in May and has recommended that it be forwarded to the Metro Council for approval.

BUDGET IMPACT

A total of \$650,000 has been budgeted for this program. \$550,000 is for implementation of the tasks listed in the Metro Challenge Year 6 Annual Plan. The additional \$100,000 is earmarked for a program available to all governmental units for new and innovative pollution prevention and recycling initiatives. The means of administering the \$100,000 will be a separate item for council review in the future.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2164.

JN:gbc
ness\awrp\staf0530.rpt

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING)	RESOLUTION NO. 95-2164
THE YEAR-SIX ANNUAL WASTE)	
REDUCTION PROGRAM FOR LOCAL)	Introduced by Mike Burton,
GOVERNMENTS)	Executive Officer

WHEREAS, The Metro Challenge Program has been an integral part of the region's waste reduction and recycling programs for the past five years in order to attain state mandated regional recovery goals (OAR 340-90-050); and

WHEREAS, Metro Challenge continues to be one of the primary mechanisms for Metro to establish and improve recycling and waste reduction efforts throughout the region; and

WHEREAS, The means of implementing Metro Challenge is through annual work plans, adopted by Metro and local governments, that define the work to be completed by each jurisdiction; and

WHEREAS, Fiscal year 1995-96 is designated as Year Six of the Metro Challenge Program; and

WHEREAS, A cooperative process for formulating and implementing the Year Six Annual Work Plans was used by Metro and local governments; and

WHEREAS, The Year Six Annual Work Plans are consistent with the goals and programs involved in the Draft Regional Solid Waste Management Plan; and

WHEREAS, The Year Six Annual Work Plans for local governments ensures a coordinated regional effort to reduce waste; and

WHEREAS, Metro Challenge grant fund distribution to local governments is tied to adherence to the plan and satisfactory completion of work plan elements; and

WHEREAS, Metro Challenge is funded in the 1995-96 budget; and

WHEREAS, The Year-Six Annual Work Plan has been reviewed by the Metro Solid Waste Advisory Committee and recommended for Metro Council approval; 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 approves the Year-Six Annual Work Plan for Local Governments and supports increased efforts to reduce waste in the Metro Region.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

JN:gbc

dept\raolut\ew952164.res

Year 6 Local Government Work Plan

May 30, 1995

Background: Local Jurisdictions will be required to implement or continue to implement all tasks listed under **Foundation**. One **Expansion** element from each category and four additional from any category for a total of eleven expansion items will also be required for jurisdictions or cooperative programs with populations totaling over 30,000 residents. Those jurisdictions or cooperative programs with total populations of under 30,000 will implement one expansion item from each category and one additional expansion item for a total of eight. Cooperative projects between local governments and/or Metro are encouraged to reap the maximum benefit from minimal resources.

RESIDENTIAL:

FOUNDATION	Selected Tasks
1. Comply with all applicable OAR 340-90-040 chosen menu items.	X
2. Yard debris collection must meet minimum regional standard regardless of collection methods.	X
3. Aggressively pursue addition of scrap paper.	X
EXPANSION	Selected Tasks
1. Investigate addition of new materials and access to recycling for non-curb-side materials.	
2. Work with Metro on home compost bin distribution program.	
3. Explore co-collection of garbage and yard debris.	
4. Explore selective mixing of recyclables.	
5. Explore a "recycling only" service.	
6. Explore causes of low-recycling in high 60 or 90 gallon roller-cart use areas.	
7. Adopt uniform standards for siting yard debris facilities.	
8. Other.	

FOUNDATION

Metro:

- Continue yard debris weighing and measuring amounts left in can/monitor YD programs
- Continue home compost bin distribution (cooperative with Local Governments).
- Increase outreach to include more community education programs i.e., neighbor-to-neighbor education.

MULTI-FAMILY

FOUNDATION	Selected Tasks
1. Ensure placement of containers for at least 4 materials to substantially all (85%) of multi-family units and keep up with growth and development.	X
2. Update and distribute educational materials.	X
3. Modify/improve existing systems in place on an ongoing basis.	X
EXPANSION	Selected Tasks
1. Conduct surveys of program effectiveness (Cooperative with Metro).	
2. Continue to provide data to Metro to help maintain accurate database.	
3. Investigate additional materials/perform trials.	
4. Other	

FOUNDATION

Metro:

- Maintain database of multi-family units served, measure completion (cooperative with LGs)
- Develop regional campaign for promotion (cooperative with LGs).

COMMERCIAL

FOUNDATION	Selected Tasks
1. Expand availability of recycling service for paper and/or other prevalent materials still being disposed of in the business wastestream.	X
2. Work cooperatively with Metro to develop business inventory information.	X
3. Continue to perform waste evaluations utilizing a standardized approach within local jurisdiction. Scope should include complete WR package i.e. reduce, reuse, recycle, buy recycled, etc.	X
4. Continue to work with Metro to target generator sectors for customized waste reduction programs.	X
5. Cooperate with Metro and the DEQ to determine independent collector effects on recycling and collection issues.	X
6. Participate in commercial work group to develop program goals and standards.	X
7. Continue to provide government in-house recycling collection programs.	X
8. Continue to provide school in-house recycling programs	X
9. Increase education and promotion.	X
10. Provide business recognition/promote recognition recipients.	X
EXPANSION	Selected Tasks
1. Participate with Metro in organics project.	
2. Continue street sweeping and leaf composting programs.	
3. Develop standard information to provide businesses based on pilots.	
4. Continue to investigate methods of collection and collection equipment suitability for businesses (hauler based initiative).	
5. Review regulations (ordinances, franchises) and funding sources for commercial recycling to establish new and/or improved business recycling services.	
6. Investigate possibility of differentiating rates between business based on typical weight for that type of business.	
7. Establish a business work group to determine best methods to increase recycling.	
8. Investigate non-residential yard debris programs (research, report, pilot, phased, cooperative)	
9. Other	

FOUNDATION

Metro:

- Continue developing and sharing information with local governments regarding targeted generator diversion strategies (new targets will be collectively developed with local governments and work with current targets will continue)
- Continue working with business, trade and industry associations to provide ownership of recycling programs to their members (cooperative with local governments).
- Continue ongoing information gathering and exchange regarding business recycling: database, case studies, analysis, etc. (cooperative with local government).
- Maintain business contact database on the GIS system. (This would include business name, address (site and mailing), business type and employee size. The LGs and haulers would be able to use this info for mailings, contact lists, and could provide feedback to Metro if businesses do not exist, etc.)
- Print region-wide business recognition material.

EXPANSION:

Metro:

- Expand information about business recycling
- Investigate non-residential yard debris programs (research, report, pilot, phased, cooperative with local governments)
- Continue Earth-Wise Compost designation and testing.

BUILDING INDUSTRY

FOUNDATION	Selected Tasks
1. Continue to develop and distribute educational materials (i.e. in permit offices).	X
2. Attempt to target specific local building projects for waste reduction and recycling demonstrations (cooperative with Metro and linked to LG options)	X
EXPANSION	Selected Tasks
1. Work toward removal of perceived or real service barriers for providing recycling to construction projects.	
2. Other	

FOUNDATION

Metro:

- Continue to work with building industry associations to provide information and education to their membership (cooperative with Local Governments).
- Update and publish information for use by local governments, building associations and contractors.
- Continue to promote yard debris compost for erosion control.

EXPANSION

Metro:

- Work with local governments to remove real or perceived barriers in all aspects of building industry recycling.
- Inventory the building industry.

PROMOTION/PUBLIC EDUCATION

FOUNDATION	Selected Tasks
1. Comply with OAR 340-90-040 expanded education item.	X
2. Provide and promote home composting education (cooperative with Metro).	X
EXPANSION	Selected Tasks
1. New or targeted material promotion.	
2. General waste reduction promotion.	
3. Multi-family promotion.	
4. Participate with Metro on annual regional promotional campaign.	
5. Other	

FOUNDATION

Metro:

- Annual undefined regional campaign to be developed collectively with local governments and DEQ.
- Should do a regional campaign every year even if its for reminders and not new programs (cooperative with Local Governments, DEQ, industry and haulers).
- Distribute home composting video.
- Continue workshops at home compost sites.
- Support Master Recyclers to provide home composting information.
- Establish region-wide promotion for home composting (cooperative with Local Governments).

IN-SCHOOL EDUCATION PROGRAMS

FOUNDATION	Selected Tasks
1. Provide for in-school presentations and resources (cooperative with Metro and DEQ).	X
2. Provide curriculum that fits into the School Reform Act (cooperative with Metro and primarily DEQ).	X
EXPANSION	Selected Tasks
1. Sponsor school events such as Earth Day.	
2. Provide assistance to school Earth Clubs	
3. Other	

FOUNDATION

Metro:

- Provide kits and activities for teachers to use in class work.
- Produce new puppet shows about hazardous waste and composting.
- Develop exercises that face real world problems (site a landfill).
- Train the trainers (in-service training for educators).
- Help to provide school recycling programs (with Local Governments)

BUY RECYCLED

FOUNDATION	Selected Tasks
1. Continue to promote the use of yard debris compost on City/County projects.	X
2. Continue to work on procurement practices in offices.	X
EXPANSION	Selected Tasks
1. Work with Metro to hold buy recycled shows within local jurisdiction.	
2. Promote/educate general public on buying recycled utilizing Metro materials.	

FOUNDATION

Metro:

- Publish Buy Recycled Guides with emphasis on retail.

EXPANSION

Metro:

- Take Buy Recycled trade show on the road, include procurement in targeted generator strategy (cooperative with local governments).

DEQ support: The DEQ will continue to support related activities to augment the local government programs. These support elements are included here to provide a regional perspective with all players involved. The DEQ is not part of the Metro Challenge Grant Program.

- Continue to provide grants on residential basis.
- Clarify rules about not charging more for providing recycling service.
- Review deregulation and fair market value issues.
- Work with regional pollution prevention group (cooperative with local governments and Metro).
- Provide planning assistance to local governments and Metro.
- Develop statewide business recognition.
- Investigate creative uses for materials (cooperative with Metro).

NESS/AWRP/YR&COMP.TBL
June 6, 1995- FINAL

AGENDA ITEM 8.3
Meeting Date: June 29, 1995

RESOLUTION NO. 95-2162

Authorizing an Exemption to Metro Code Chapter 2.04.041(C), Competitive Bidding Procedures, and Authorizing a Sole-Source Contract with B & B Leasing Co., Inc., for Refuse Hauling From Metro South Household Hazardous Waste Facility.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2162, AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(C), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH B&B LEASING CO., INC, FOR REFUSE HAULING FROM METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY

Date: June 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the June 20 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2162. Voting in favor: Councilors Kvistad and McFarland.

Committee Issues/Discussion: Roosevelt Carter, Acting Operations Manager, explained that the purpose of the resolution was to provide a sole-source contract with B&B Leasing to haul recyclable and solid waste material generated at the HHW facility at Metro South. Carter noted that the facility generates about 7 tons of recyclable cardboard, 21 tons of metal cans and 162 tons of landfillable solid waste each year. B&B Leasing is the franchised hauler in Oregon City, and therefore, is the only hauler authorized to haul the material.

Councilor McFarland asked if Metro had ever permitted the Metro South Station operator to process the landfillable material into the pit at the station. Carter replied that the station operator had processed that material from March 1992 through December 1993, but that the operator lacked the proper equipment to move the drop boxes containing the material and that the pavement between the HHW facility and the pit had been damaged. Therefore, staff had recommended using the local hauler to transport the material to the pit. Councilor McFarland suggested that when the station operating contract is rebid, Metro should explore having the new operator dispose of this waste.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2162 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH B & B LEASING CO., INC. FOR REFUSE HAULING FROM METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY

Date: May 22, 1995

Presented by: Roosevelt Carter

PROPOSED ACTION

Adoption of Resolution No. 95-2162 authorizing an exemption to competitive bidding procedures, and authorizing the execution of a public contract with B & B Leasing Co., Inc., for hauling cardboard, paint cans and rubbish from the Metro South Household Hazardous Waste Facility.

FACTUAL BACKGROUND AND ANALYSIS

During 1994, the Metro South Household Hazardous Waste Facility (MSHHW) served a total of 9,142 customers and collected a total of 635,900 pounds of waste (318 tons). The operation of the facility generates several tons of cardboard, paint cans and rubbish each year. Many of the customers bring their materials to the facility in cardboard boxes which are left to be recycled. In 1994, the facility recycled 7 tons of cardboard and 21.7 tons of metal cans, and landfilled 162 tons of solid waste (contaminated packaging materials, etc.).

Metro currently has a contract with B & B Leasing Co., Inc., dba Oregon City Garbage, for hauling cardboard, paint cans and rubbish from the MSHHW. That contract expires June 30, 1995.

It is proposed that Metro enter into a new contract with B & B Leasing Co., Inc. for hauling cardboard, paint cans and rubbish for the period of July 1, 1995 through June 30, 1997. The proposed contract provides that Metro furnish one 16-yard drop box for trash, one 23-yard cardboard compactor and one 20-yard drop box for empty paint cans. This Metro-owned equipment is in place at the rear of the MSHHW facility. The contractor would haul the paint cans and cardboard to a recycling facility, and the trash to the Metro South Station pit.

SOLE-SOURCE JUSTIFICATION

There are several hauling companies capable of hauling paint cans, cardboard and rubbish from the MSHHW facility; however, B & B Leasing Co., Inc. is the only company that can "legally" do so. They are the franchised hauler for the area where the facility is located. Contracting with

B & B Leasing Co., Inc. will not encourage favoritism or substantially diminish competition beyond that already envisioned and required by the franchising system. Use of B & B Leasing Co., Inc. will result in substantial long-term cost savings by franchising design.

BUDGET IMPACT

A total of \$10,400 is budgeted for hauling cardboard, paint cans and rubbish from the HHW facility in FY 1995-96. The estimated cost for the proposed contract in FY 1995-96 is \$10,400. The total amount of the contract is \$20,800 for the period of July 1, 1995 through June 30, 1997.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2162.

RB:gbc
bark\reports\staffrpt\staf0522.rpt

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN)
EXEMPTION TO METRO CODE CHAPTER)
2.04.041(c), COMPETITIVE BIDDING)
PROCEDURES, AND AUTHORIZING A)
SOLE-SOURCE CONTRACT WITH)
B & B LEASING CO., INC., FOR HAULING)
OF REFUSE FROM THE METRO SOUTH)
HOUSEHOLD HAZARDOUS WASTE FACILITY)

RESOLUTION NO. 95-2162

Introduced by Mike Burton
Executive Officer

WHEREAS, The Metro South Household Hazardous Waste Facility served 9,142 customers in 1994, and collected a total of 635,900 pounds of waste; and

WHEREAS, In 1994, the hazardous waste facility recycled 7 tons of cardboard and 21.7 tons of metal cans, and received 162 tons of solid waste (contaminated packaging materials, etc.); and

WHEREAS, Metro has need of services to recycle and dispose of empty paint cans, cardboard and rubbish from the Metro South Household Hazardous Waste Facility located in Oregon City; and

WHEREAS, The existing contract for providing recycling and disposal services expires June 30, 1995; and

WHEREAS, B & B Leasing Co., Inc., dba Oregon City Garbage, is the only franchised solid waste hauler for the area where the Metro South Household Hazardous Waste Facility is located; and

WHEREAS, Metro is required by the refuse hauling authority to contract with the franchised hauler for the above area; and

WHEREAS, Contracting with B & B Leasing Co., Inc. will not encourage favoritism or substantially diminish competition beyond that already envisioned and required by the franchising system; and

WHEREAS, The use of B & B Leasing Co., Inc. will result in substantial long-term cost savings by franchising design; and

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

BE IT RESOLVED, That the Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with B & B Leasing Co., Inc. from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.060, because the board finds B & B Leasing Co., Inc. is the sole provider of the required services.

ADOPTED by the Metro Contract Review Board this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

RB:gbc
bark\resoluti\sw952162.res



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date May 19, 1995

B & B Leasing Co. Inc.
DBA-Oregon City Garbage
PO Box 191

Department Solid Waste

Subject

Oregon City, OR. 97045

Division Operations

Name Ray Barker

Bid

Contract

Vendor no. 10726

Title Assistant Operations Mgr.

RFP

Other

Contract no. 904306

Extension 1694

Purpose Rubbish Disposal; MSSHHW Facility

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)

531-310280-524190-75000

Price basis

Unit

Total

Other

Term

Completion

Annual

Multi-year**

This project is listed in the
1995 - 1996 budget.

Yes

Type A

No

Type B

Payment required

Lump sum

Progress payments

July 1, 1995

Beginning date

June 30, 1997

Ending date

Total commitment	Original amount	\$	<u>20,800.00</u>
	Previous amendments	\$	<u> </u>
	This transaction	\$	<u>20,800.00</u>
	Total	\$	<u>20,800.00</u>
	A. Amount of contract to be spent fiscal year <u>1995 - 1996</u>	\$	<u>10,400.00</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$	<u>1,582,942.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>5/15/95</u>	\$	<u>1,582,942.00</u> ***

Approvals

Division manager [Signature]

Department director [Signature]

Labor

Fiscal

Budget

Risk

Legal

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 B & B Leasing Co., Inc., dba Oregon City Garbage Co., Inc, whose address is P.O. Box 191, Oregon City, OR 97045, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. 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 July 1, 1995, through and including June 30, 1997.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

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

**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.

OREGON CITY GARBAGE CO., INC.

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

s:\share\bark\contract\904306

**ATTACHMENT A
SCOPE OF WORK**

The purpose of this contract is to provide hauling services for garbage, cardboard and paint cans from the Metro South Household Hazardous Waste Facility located at 2001 Washington Street, Oregon City, OR 97045.

1. Metro shall furnish the following equipment to be located at the rear of the Metro South Household Hazardous Waste facility for use by contractor:
 - a. One 16-yard drop box for garbage.
 - b. One 23-yard cardboard compactor for cardboard.
 - c. One 20-yard drop box for paint cans.
2. Contractor shall haul the following from the Metro South Household Hazardous Waste Facility:
 - a. One 16-yard drop box of garbage to be hauled to the Metro South Transfer Station for disposal.
 - b. One 23-yard cardboard compactor with cardboard to be hauled to a recycling facility.
 - c. One 20-yard drop box of paint cans to be hauled to K. B. Recycling or other recycling facility designated by Metro.
3. Metro will call for hauling of garbage, cardboard and paint cans on an as-needed basis. Contractor shall remove and empty drop boxes within twelve (12) hours of notification.
4. Contractor shall weigh drop boxes and cardboard compactor at a Metro South scalehouse before and after each load is disposed of so Metro can record necessary data.
5. Contractor shall handle cardboard compactor and drop boxes in a careful manner in order to keep them in good working order and free of holes and major dents.

CONTRACT SUM AND TERMS OF PAYMENT

1. Metro shall compensate contractor for hauling of garbage, cardboard and paint cans as follows during the first year of the contract:

16-yard drop box of garbage	\$38.50 per load
23-yard cardboard compactor/cardboard	\$55.00 per load
20-yard drop box of paint cans	\$110.00 per load

2. Metro shall compensate contractor for hauling of garbage, cardboard and paint cans as follows during the second year of the contract:

16-yard drop box of garbage	\$42.35 per load
23-yard cardboard compactor/cardboard	\$60.50 per load
20-yard drop box of paint cans	\$121.00 per load

3. Metro shall pay contractor for services performed and materials delivered in the maximum sum of Twenty Thousand Eight Hundred and No/100 Dollars (\$20,800.00).
4. Contractor shall retain all Monies from the sale of cardboard.
5. Metro shall pay all disposal charges for garbage and paint cans.
6. Contractor shall submit to Metro an invoice detailing services performed by contractor. Invoices shall be sent to Metro, Solid Waste Department, not more frequently than once per month.
7. Metro shall pay contractor within thirty (30) days following receipt of an approved invoice from contractor.

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AGENDA ITEM 8.4
Meeting Date: June 29, 1995

RESOLUTION NO. 95-2167

For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.041(C), Competitive Bidding Procedures, and Authorizing the Purchase of A Crawler Tractor From Caterpillar Financial Services Corporation, and Authorizing the Sale of the Tractor Through A Public Bidding Process.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2167, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(C), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING THE PURCHASE OF A CRAWLER TRACTOR FROM CATERPILLAR FINANCIAL SERVICES CORPORATION, AND AUTHORIZING THE SALE OF THE TRACTOR THROUGH A PUBLIC BIDDING PROCESS

Date: June 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the June 20 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2167. Voting in favor: Councilors Kvistad and McFarland.

Committee Issues/Discussion: Jim Watkins, Solid Waste Engineering and Analysis Manager, explained that purpose of the resolution is to authorize the purchase and resale of a crawler tractor that Metro has been leasing at the St. Johns Landfill for about three years. The tractor was used by Metro staff to process free soil and clay received at the site for use as a cover material. The lease provides that Metro can purchase the tractor prior to the end of the current fiscal year. The purchase price will not exceed \$48,000. Since the tractor has been appraised at \$80-85,000, staff is recommending that the tractor be purchased and used at the site for the remainder of the current construction season. The tractor would then be sold at a price that will likely be higher than Metro's original purchase price.

Councilor Kvistad suggested that staff check with other Metro departments prior to selling the tractor to make sure that they did not have any potential use for such equipment. For example, he noted that the Greenspaces or Parks programs might have operational or maintenance needs that would require a tractor.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN)
EXEMPTION TO METRO CODE CHAPTER)
2.04.41(c), COMPETITIVE BIDDING)
PROCEDURES, AND AUTHORIZING THE)
THE PURCHASE OF A CRAWLER TRACTOR)
FROM CATERPILLAR FINANCIAL SERVICES)
CORPORATION, AND AUTHORIZING THE)
SALE OF THE TRACTOR THROUGH A PUBLIC)
BIDDING PROCESS)

RESOLUTION NO. 95-2167

Introduced by Mike Burton
Executive Officer

WHEREAS, Metro closed the St. Johns Landfill as a general purpose landfill on January 13, 1991; and

WHEREAS, Metro has been taking in free fill since January 1991 as subgrade embankment to help achieve the design slopes and contours for the landfill; and

WHEREAS, Metro has leased a Caterpillar Model D5H Crawler Tractor, Serial No. IDD04366, since 1992 to help achieve design slopes and contours at the St. Johns Landfill during the closure process; and

WHEREAS, Design slopes and contours have been achieved and the crawler tractor is no longer required by Metro at the Landfill; and

WHEREAS, Metro currently has a lease with Caterpillar Financial Services Corporation, Metro Contract Number 902707, which includes an option to purchase the equipment described above;

and

WHEREAS, Metro can purchase the equipment described above from Caterpillar Financial Services Corporation for an amount not to exceed \$48,000; and

WHEREAS, The tractor has an assessed value of \$80,000 to \$85,000; and

WHEREAS, It is in the public interest for Metro to exercise the purchase option under the equipment lease described above and to sell the equipment through a public bidding process; and

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

BE IT RESOLVED,

1. That the Metro Contract Review Board hereby exempts the purchase of a Caterpillar Model D5H Crawler Tractor, Serial No. 1DD04366, from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.041(c), and authorizes the Executive Officer to exercise the purchase option of the lease agreement with Caterpillar Financial Services Corporation and purchase the tractor described above for an amount not to exceed \$48,000 because the Board finds that the purchase will not encourage favoritism or substantially diminish competition for public contracts and that such exemption will result in substantial cost savings.
2. That the Metro Contract Review Board hereby authorizes the sale of the tractor described above through a public bidding process, and authorizes the release of a Request For Bid (RFB #95B-25-SW), Exhibit "A" hereto.

ADOPTED by the Metro Contract Review Board this ___ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

RB:gbc
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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2167 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING THE PURCHASE OF A CRAWLER TRACTOR FROM CATERPILLAR FINANCIAL SERVICES CORPORATION, AND AUTHORIZING THE SALE OF THE TRACTOR THROUGH A PUBLIC BIDDING PROCESS

Date: June 5, 1995

Presented by: Jim Watkins

PROPOSED ACTION

Adoption of Resolution No. 95-2167 authorizing an exemption to competitive bidding procedures, and authorizing the purchase of a crawler tractor used at St. Johns Landfill, and authorizing the sale of the tractor through a public bidding process.

FACTUAL BACKGROUND AND ANALYSIS

Metro closed the St. Johns Landfill as a general purpose landfill on January 13, 1991. Since that time Metro has been taking in free fill as subgrade embankment to help achieve the design slopes and contours for the landfill. Metro began leasing a crawler tractor on February 18, 1992 to assist in this work and paid a Metro employee to operate the equipment. Design slopes and contours have now been achieved and Metro no longer requires the use of this tractor. The tractor is leased from Caterpillar Financial Services Corporation. The lease expires October 31, 1995. Under the existing equipment lease (Metro Contract No. 902707), Metro has the option of purchasing the tractor.

Metro can purchase the Caterpillar Model D5H Crawler Tractor (Serial No. 1DD043660) from Caterpillar Financial Services Corporation for an amount not to exceed \$48,000. The tractor has had excellent care. It has logged a total of 2,971 operating hours. A local Caterpillar dealer has assessed the value of the tractor at \$80,000 to \$85,000 (see attached letter from The Halton Company). It is proposed that Metro exercise the purchase option of the lease agreement with Caterpillar Financial Services Corporation and purchase the tractor for an amount not to exceed \$48,000. It is further proposed that Metro then sell the tractor through a public bidding process to recoup most of the costs of leasing the tractor for the past three years. A Request For Bid (RFB #95B-25-SW) is attached to Resolution No. 95-2167 as Exhibit "A".

The Contract Review Board must exempt this purchase from the requirement of competitive bidding and must make findings that the purchase will not encourage favoritism or substantially diminish competition for public contracts and that such exemption will result in substantial cost savings.

BUDGET IMPACT

Exercising the purchase option of the lease agreement to purchase the tractor for an amount not to exceed \$48,000 and selling the tractor for approximately \$80,000 will recoup most of the lease costs.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No.95-2167.

RB:gbc
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HALTON



The Halton Company

June 2, 1995

Mr. Jim Watkins
Metro
Solid Waste Dept.
600 NE Grand Ave.
Portland, OR 97232-2736

Dear Jim:

The Halton Company will put a value on the Caterpillar D5H, S/N 1DD04366 of \$80,000 to \$85,000 FOB The Halton Company, Portland, Oregon.

I hope this will assist you in your appraisal of the tractor.

Sincerely,

THE HALTON COMPANY

Mike Misovetz
Governmental Accounts Manager

MM/mp

cc: C. Lewis
Metro

RECEIVED
JUN 13 1995
METRO

Portland
P.O. Box 3377
Portland, OR 97208
(503) 288-6411
Fax # (503) 281-9458
1-800-452-7676

Salem
2244 Judson SE
Salem, OR 97302
(503) 364-0602
Fax # (503) 364-9527

The Dalles
1238 W. 2nd
The Dalles, OR 97058
(503) 296-4642
Fax # (503) 296-1733

Longview
1205 Baltimore
Longview, WA 98632
(206) 423-5760
Fax # (206) 423-5292

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ADVERTISEMENT FOR BIDS

Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, is selling and is soliciting bids for the sale of a Caterpillar Model D5H Crawler Tractor. Sealed bids must be delivered to the Solid Waste Department, Metro, 600 NE Grand, Portland, OR 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 3:00 p.m., Monday, July 31, 1995, at which time they will be publicly opened in the Metro Council Chamber Annex (room 363).

Potential bidders may obtain specifications and bid documents by contacting the Solid Waste Department located at 600 NE Grand, Portland, OR 97232-2736, or by calling 797-1650.

Bid security in the form of a bid bond, certified check or cashier's check for \$500 must accompany each bid submitted.

Bidders must indicate in the proposal form whether the bidder is a "resident bidder" or a "nonresident bidder" pursuant to ORS 279.029.

Metro may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

REQUEST FOR BIDS
FOR
THE SALE OF ONE CATERPILLAR MODEL D5H
CRAWLER TRACTOR

(RFB #95B-25-SW)

JULY 1995

METRO
Solid Waste Department
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1650

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INVITATION TO BID

Metro is selling and requesting bids for sale of the Caterpillar Model D5H Crawler Tractor Serial Number 1DDO4366 (RFB #95-B-25-SW). Potential bidders may obtain bid documents by contacting the Solid Waste Department, 797-1650. Sealed bids must be delivered to the Solid Waste Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 3:00 p.m., Monday, July 31, 1995, at which time they will be publicly opened and read in the Council Chamber.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF THE WORK

In this Request for Bids Metro is selling and requesting bids for sale of one (1) Caterpillar Model D5H Crawler Tractor (RFB #95-B-25-SW), Serial Number 1DDO4366 (the Equipment"). Metro shall deliver the Equipment to the Successful Bidder at the St. Johns Landfill, 9363 N. Columbia Blvd., Portland, Oregon. The Successful Bidder shall be responsible for transporting the Equipment to another location. The Equipment has 2,971 operating hours and has received regular maintenance.

The Equipment is located at the St. Johns Landfill, 9363 N. Columbia Blvd., Portland, Oregon. Bidders are encouraged to inspect the Equipment and fully satisfy themselves as to its condition; the maintenance log is available for inspection at the landfill. Bidders may arrange for such an inspection by calling Janell Davis at 286-9615 (Pager 301-5966).

BID

Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro Solid Waste Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention, (name & title), no later than 3:00 p.m., Monday, July 31, 1995, at which time they will be publicly opened in the Metro Council Chamber Annex (room 363). A bid may not be submitted by Facsimile (FAX) transmittal.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, they must be returned by the Bidder with the bid.

COST OF BID

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for selling the items to be sold under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least forty-eight (48) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid which is received from the successful Bidder after award of Bid which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by FAX. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the Bill of Sale on behalf of the partnership and identified by printed name and title.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished. If the Bid is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF THE EQUIPMENT

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the specifications of the Equipment, and that it has fully informed itself as to the quality of the Equipment.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

BID SECURITY

All Bids must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Bid will execute the attached Bill of Sale and purchase the Equipment as indicated herein.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

BASIS OF AWARD

The award shall be made to the responsible Bidder(s) submitting the most responsive Bid to Metro. Any determination of the responsible Bidder(s) submitting the most advantageous Bid and the award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any Bid submitted. Metro reserves the right to reject any and/or all Bids in whole or in part, and to waive irregularities not affecting substantial rights.

GENERAL CONDITIONS

NOTICE OF AWARD

Within ten (10) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

BILL OF SALE

The Successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving notice of award, sign and deliver to Metro the attached Bill of Sale and a certified or cashier's check in the amount of the successful bid.

BID SECURITY

Bid securities will be held until the Bill of Sale has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

The Bidder who is awarded a Bid and fails to promptly and properly execute the Bill of Sale and purchase the Equipment shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Bill of Sale and purchase the Equipment as required herein. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid bond.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this Bill of Sale without written notice to the Procurement Officer by the new vendor.

LAW OF STATE OF OREGON

This Bill of Sale is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this Bill of Sale.

NOTICE TO ALL BIDDERS

The Bill of Sale included herein is a standard agreement approved for use by Metro's General Counsel. This is the Bill of Sale the successful bidder will enter into with Metro; it is included for review prior to submitting a bid.

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(Check or complete all applicable boxes or blocks.)

BID BOND: Bidder has complied with Metro's requirements for \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein;

PERFORMANCE BOND: Cost of the Bond, if required, will be: _____ (\$ _____). This amount will be reimbursed by Metro over and above the contract bid price.

CONFLICT OF INTEREST: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.

RESIDENT/NON-RESIDENT: Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____.

TYPE OF BUSINESS ORGANIZATION: Bidder operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, list/attach names of the partners)

OREGON LICENSE: If a corporation, it is, or is not, licensed with Oregon Corporation Commission.

REGISTRATION NO: _____ with Construction Contractors Board.

DOING BUSINESS AS: Provide any assumed names utilized:

FIRM OR CORPORATION NAME: _____

NAME OF LOCAL REPRESENTATIVE: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____ **STREET** **CITY** **STATE** **ZIP**
 FAX NUMBER: _____ **AREA CODE ()**
 AREA CODE ()

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON:

NOTE: If Bidder desires to make an offer, but cannot sign Bill of Sale, attach letter of explanation re: who will sign and time required for authorized signature.

Proposals must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time of the bid opening. (See Instructions to Bidders)

BID BOND

BOND NO. _____
AMOUNT: \$ 500.00

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto Metro, hereinafter called the OBLIGEE, in the penal sum of FIVE HUNDRED DOLLARS (\$500.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a BID FOR purchase of a Caterpillar Model D5H Crawler Tractor, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Bid awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Bill of Sale and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Bill of Sale and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this ____ day of July 1995.

By: _____
PRINCIPAL

By: _____
SURETY
Attorney-in-Fact

EXHIBIT A

BILL OF SALE

In consideration of the purchase price of _____ Dollars (\$ _____), the receipt of which is hereby acknowledged, Metro hereby conveys to Buyer all its right, title and interest in and to the Caterpillar Model D5H Crawler Tractor Serial Number 1DDO4366 (the "Equipment"), and shall deliver the Equipment to Buyer at the St. Johns Landfill, 9363 N. Columbia Blvd., Portland, Oregon. Buyer shall be responsible for transporting the Equipment to another location.

Buyer purchased the Equipment in its current condition, "AS IS, WITH ALL FAULTS." Metro makes no representations, warranties or guarantees of any nature, express or implied, and **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT.**

Buyer acknowledges that it has fully inspected the Equipment and fully satisfied itself as to the condition of the Equipment; in the alternative, Buyer acknowledges that it has declined the opportunity to do so despite Metro's invitation.

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

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MINUTES OF THE METRO COUNCIL MEETING

June 22, 1995

Council Chamber

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Don Morissette, Ed Washington

Councilors Absent: Susan McLain

Presiding Officer McFarland called the meeting to order at 7:00 PM.

Presiding Officer McFarland indicated that Councilor McLain made a formal request to vote by telephone on certain items this evening, and is entitled to do so, however, ongoing attempts to reach her by telephone have been unsuccessful so far.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS

Aleta Woodruff appeared before the Council to commend Councilor Washington for his successful efforts to save Kennedy Elementary School from destruction. Councilor Washington, in turn expressed thanks to the McMenamin brothers for their efforts.

3. EXECUTIVE OFFICER COMMUNICATIONS/COUNCILOR COMMUNICATIONS

Presiding Officer McFarland reported on the Oregon Supreme Court's decision to vacate Judge Johnson's decision in the case of Metro v. Cusma.

Councilor Monroe reported that a legal decision gives Mid-County Library 99 parking spaces; no parks space will be required for library parking. This overturns the decision of the Portland Planning Department. This issue can be revisited in two years if 99 spaces are determined to be inadequate.

Merrie Waylett, Director of Government and Public Affairs, appeared before the Council to present an award from the National Association of Regional Councils. Metro won the Distinguished Achievement Award based upon Metro's Region 2040 tabloid, video, and other items.

4. CONSENT AGENDA

Councilor Monroe moved, seconded by Councilor Washington approval of the Consent Agenda. In a vote of those Councilors present, the motion passed unanimously.

MINUTES OF THE METRO COUNCIL MEETING

Thursday, June 22, 1995

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5. ORDINANCES -- FIRST READINGS

5.1 Ordinance No. 95-609, Relating to Doing Business with Former Metro Officials, Amending the Metro Code, and Declaring an Emergency

Ordinance No. 95-609 was referred to the Regional Facilities Committee. A copy of the Ordinance is included as part of the meeting record.

5.2 Ordinance No. 95-608, Amending the FY 1994-95 Budget and Appropriations Schedule to Reflect Expected Operational Needs at Metro Washington Park Zoo, and Declaring an Emergency

Kathy Kiaunis, Assistant Zoo Director, reported on Ordinance No. 95-608, which would authorize budget adjustments to the Zoo Operating Fund totaling \$3,000 from the Contingency Fund. A copy of the Ordinance is included as part of the meeting record.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Ordinance No. 95-608. Presiding Officer McFarland closed the public hearing.

The Ordinance was referred to the June 29, 1995 Council meeting.

6. ORDINANCE -- SECOND READINGS

6.1 Ordinance No. 95-603, Amending the FY 1994-95 Budget and Appropriations Schedule to Reflect Increased Concessions at the Convention Center and Increased Parking at the Expo Center

***Motion:** Councilor Washington moved, seconded by Councilor Monroe for adoption of Ordinance No 95-603.*

Councilor Washington reported briefly on Ordinance No. 95-603, which would adjust the Oregon Convention Center Operating Fund and the Regional Parks and Expo Fund to reflect operating increases that the Convention Center and Expo. A copy of the Ordinance is included as part of the meeting record.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Ordinance No. 95-603. Presiding Officer McFarland closed the public hearing.

***Vote:** Councilors McCaig, Morissette, Monroe, Washington, Kvistad, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 in favor and the motion passed unanimously.*

MINUTES OF THE METRO COUNCIL MEETING

Thursday, June 22, 1995

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6.2 Ordinance No. 95-587, For the Purpose of Adopting the Annual Budget for FY 1995-96, Making Appropriations and Levying Ad Valorem Taxes, and Declaring an Emergency

***Motion:** Councilor McCaig moved, seconded by Councilor Washington for adoption of Ordinance No. 95-587.*

Councilor McCaig made brief comments in review of Ordinance No. 95-587, which would adopt the FY 1995-96 budget. A copy of the Ordinance is included as part of the meeting record.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Ordinance No. 95-587. Presiding Officer McFarland closed the public hearing.

Attempts to reach Councilor McLain by telephone were unsuccessful.

***Vote:** Councilors Morissette, Monroe, Washington, McCaig, and McFarland voted aye. Councilor Kvistad voted nay. Councilor McLain was absent. The vote was 5/1 in favor and the motion passed.*

6.3 Ordinance No. 95-596, Amending the FY 1994-95 Budget and Appropriations Schedule for the Purpose of Adopting the FY 1994-95 Supplemental Budget and Declaring an Emergency

***Motion:** Councilor McCaig moved, seconded by Councilor Washington for adoption of Ordinance No. 95-596.*

Councilor McCaig briefly reviewed the Ordinance, which would amend the FY 1994-95 Budget in order to adopt the supplemental budget. A copy of the Ordinance is included as part of the meeting record.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Ordinance No. 95-596. Presiding Officer McFarland closed the public hearing.

***Vote:** Councilors Monroe, Washington, Kvistad, McCaig, Morissette, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 in favor and the motion passed unanimously.*

7. RESOLUTIONS

7.1 Resolution No. 95-2170, For the Purpose of Making Citizen Appointments to the Transportation Policy Alternative Committee

***Motion:** Councilor Monroe moved, seconded by Councilor McCaig for adoption of Resolution No. 95-2170.*

MINUTES OF THE METRO COUNCIL MEETING

Thursday, June 22, 1995

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Councilor Monroe briefly addressed the resolution which would confirm the appointments of Steven Abouaf, Dennis Bridges, and Chris Kopca as citizen representatives to the Transportation Policy Alternatives Committee, and would appoint Judy Fessler to complete the unexpired term of David Bragdon.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Resolution No. 95-2170. Presiding Officer McFarland closed the public hearing.

***Vote:** Councilors Washington, Kvistad, McCaig, Morissette, Monroe, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 and the motion passed unanimously.*

7.2 Resolution 95-2169, Authorizing the Issuance of Three Series of General Obligation Bonds (Open Spaces Program) in the Principal Amount of Not to Exceed \$135,600,000 for the Purpose of Financing the Acquisition and Improvements of Various Parcels of Land as Part of Metro's Open Spaces Program, and Providing for Related Matters

***Motion:** Councilor McCaig moved, seconded by Councilor Kvistad for adoption of Resolution No. 95-2169.*

Councilor McCaig gave a brief presentation on Resolution No. 95-2169, which would authorize issuance of \$135.6 million of Open Spaces General Obligation bonds.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Resolution No. 95-2169. Presiding Officer McFarland closed the public hearing.

***Vote:** Councilors Kvistad, McCaig, Morissette, Monroe, Washington, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 in favor and the motion passed unanimously.*

7.3 Resolution No. 95-2168, For the Purpose of Authorizing the Extension of the Existing Contract with Stoel Rives Boley Jones and Grey for Bond Counsel Services Until December 21, 1995

***Motion:** Councilor McCaig moved, seconded by Councilor Washington for adoption of Resolution No. 95-2168.*

Councilor McCaig gave a brief presentation on Resolution No. 95-2168, which would amend the existing contract with Stoel Rives Boley, et. al. to extend the contract to December 31, 1995, and increase the maximum amount payable to \$200,000 in order to secure bond counsel services for the Open Spaces Program general obligation bonds.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Resolution No. 95-2168. Presiding Officer McFarland closed the public hearing.

MINUTES OF THE METRO COUNCIL MEETING

Thursday, June 22, 1995

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***Vote:** Councilors McCaig, Morissette, Monroe, Washington, Kvistad, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 in favor and the motion passed unanimously.*

7.4 Resolution No. 95-2167, For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.041(c), Competitive Bidding Procedures, and Authorizing the Purchase of a Crawler Tractor from Caterpillar Financial Services Corporation, and Authorizing the Sale of the Tractor Through a Public Bidding Process

***Motion:** Councilor Kvistad moved, seconded by Councilor Washington for adoption of Resolution No. 95-2167.*

Councilor Kvistad gave a brief presentation on Resolution No. 95-2167, which would authorize the purchase of a Crawler Tractor from Caterpillar Financial Services Corporation.

Presiding Officer McFarland opened a public hearing. No one appeared to speak with regard to Resolution No. 95-2167. Presiding Officer McFarland closed the public hearing.

***Vote:** Councilors Morissette, Monroe, Washington, Kvistad, McCaig, and McFarland voted aye. Councilor McLain was absent. The vote was 6/0 in favor and the motion passed unanimously.*

8. COUNCILOR COMMUNICATIONS

Councilor Monroe distributed copies of staff report recommendations for the \$27 million urban arterial allocations. There will be a joint session of the Council and JPACT on Wednesday, June 28, to conduct a public hearing on these recommendations.

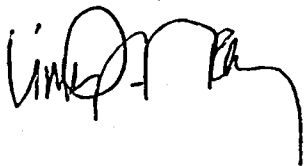
Councilor McCaig thanked Council staff member Lindsey Ray for her assistance in making the budget process run smoothly.

9. LEGISLATIVE ITEMS

None.

There being no further business before the Council, Presiding Officer McFarland adjourned the meeting at 7:48 PM.

Prepared by,



Lindsey Ray,
Council Assistant

BEFORE THE METRO COUNCIL

RELATING TO THE OFFICE OF THE METRO)
AUDITOR, AMENDING THE METRO CODE,)
AND DECLARING AN EMERGENCY)
ORDINANCE NO. 95-610
Introduced by
Councilor Don Morissette

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Chapter 2.14, Metro Auditor, is hereby added to the Metro Code.

2.14.010 Independence

The office of auditor is an elected position defined by the 1992 Metro Charter with specific duties including the requirement to make continuous investigations of the operations of Metro. These investigations include financial and performance audits. The auditor is required to make reports to the Metro council and executive officer with recommendations for action.

The office of auditor consists of the Metro auditor and such subordinate employees as the council may provide. The auditor has neither a management nor a policy role, rather the auditor provides independent and objective information about Metro programs and services. The functions of the auditor include financial as well as performance audits of all departments, offices, commissions, activities and operations of Metro and reports regarding compliance with adopted laws, policies and sound fiscal practices.

The office of auditor will adhere to government auditing standards in conducting its work and will be considered independent as defined by those standards. The auditor will strive to assure maximum coordination between its function and the audit needs of Metro including the council and executive officer.

2.14.020 Funding

In each annual budget sufficient funds and personnel shall be provided by the Metro council to carry out the responsibilities specified herein.

2.14.030 Audit Schedule

Each year the auditor shall submit an annual plan to the Metro council for review and comment. The plan shall include the departments, commissions, activities, functions and offices scheduled for audit during the year. This plan may be amended during the year as deemed necessary by the auditor. However, additional resources not authorized in the annual budget may not be utilized without council approval. Additionally, the auditor may spontaneously initiate and conduct any other audit deemed necessary to undertake with notification to the council prior to conducting the audit.

In the selection of audit areas, the determination of audit scope and timing of audit work, the auditor should consult with federal, state, local jurisdiction auditors, and independent auditors so the desirable audit coverage is provided and audit effort may be properly coordinated.

The Metro council and executive officer may request that the auditor perform special audits that are not included in the annual audit schedule. Such audits will be considered by the auditor taking into account available resources and audit priorities. The final decision regarding the audit schedule shall remain with the auditor.

Special audit reports will be handled the same as regular audit reports, except that in personnel matters of a confidential nature, reporting on results may be limited to the executive officer and the presiding officer of Metro.

2.14.040 Scope of Audits

(a) The auditor shall conduct financial and performance audits to independently determine whether:

- (1) Activities and programs being implemented have been authorized by Metro Charter or Code, state law or applicable federal law regulations;
- (2) Activities and programs are being conducted as prescribed by the council and executive officer to accomplish the objectives intended by the Metro Charter or Code, state law or applicable federal law or regulations;
- (3) Activities or programs efficiently and effectively serve the purpose intended by the Metro Charter, Code, state law or applicable federal law or regulations;
- (4) Activities and programs are being conducted and funds expended in compliance with applicable laws;
- (5) Revenues are being properly collected, deposited and accounted for;
- (6) Resources, including funds, property and personnel, are adequately safeguarded, controlled and used in a faithful, effective and efficient manner;
- (7) Financial and other reports are being provided that disclose fairly and fully all information that is required by law, that is necessary to ascertain the nature and scope of programs and activities and that is necessary to establish a proper basis for evaluating the programs and activities;

- (8) There are adequate operating and administrative procedures and practices, systems or accounting internal control systems and internal management controls which have been established by management; or
- (9) There are indications of fraud, abuse or illegal acts which need further investigation.

(b) Audits shall be conducted in accordance with government auditing standards applicable to financial and performance audits.

2.14.050 Access to Records and Property

All officers and employees of Metro shall furnish the auditor with requested information and records within their custody regarding powers, duties, activities, organization, property, financial transactions and method of business required to conduct an audit or otherwise perform audit duties. In addition, they shall provide access for the auditor to inspect all property, equipment and facilities within their custody. If such officers or employees fail to produce the aforementioned information, then the auditor may cause a search to be made and exhibits to be taken from any book, paper or record of any such official or employee, excepting personal information, and every office having the custody of such records shall make a search and forward such requested exhibits to the auditor.

2.14.060 Audit Reports

Each audit conducted by the auditor shall result in a written report. These final audit reports shall be made available to the public. The final audit report will include the written comments of the reviewed entity (for fact verification only) before it is released to the public. The auditor shall provide the final report to the presiding officer and the executive officer prior to releasing the report to the public.

Section 2. This Ordinance being necessary for the health, safety, or welfare of the Metro area, for the reason that it is needed to immediately define the office of auditor so that the auditor may function with the full authority provided by this Ordinance, an emergency is declared to exist and the Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

rpj
1238

2.14.070 Responses to Audit Reports

The auditor shall furnish a final draft of each audit report to the audited entity for review and comment before it is released. The responsible official may respond in writing to the auditor's recommendations within 10 working days, or at the auditor's discretion, a longer time frame may be specified. If a timely response is not received the auditor shall so note at the time the report is released.

2.14.080 External Audits

Subject to the requirements of the Metro Code pertaining to contracts, the auditor shall appoint external Certified Public Accountants to conduct certified financial statement audits, as specified by state or local law. The auditor shall coordinate and monitor the conduct of and the responses to external financial statement audits. The auditor shall work toward the elimination of duplicative audit work through cooperation with state, federal and external auditors. The auditor may also, within budgeted appropriations, contract with other professionals to assist in the performance of the audit function. The auditor will coordinate and monitor audit related assistance provided by such professionals.

2.14.090 Report of Irregularities

If the auditor detects apparent violations of law or apparent instances of malfeasance or nonfeasance by an officer or employee or information that indicates derelictions may be reasonably anticipated, the auditor shall report the irregularities to the presiding officer of the Metro council and the executive officer. If the irregularity is potentially criminal in nature, the auditor shall notify the District Attorney, when appropriate, in addition to those previously cited.