

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ISSUANCE ) RESOLUTION NO. 97-2453  
OF ADDENDUM NO. 4 TO RFP #96R-31-REM FOR )  
THE OPERATION OF METRO SOUTH AND/OR ) Introduced by Mike Burton  
METRO CENTRAL TRANSFER STATIONS ) Executive Officer

WHEREAS, The Metro Council has adopted Change Order No. 7 to the Waste Disposal Services Contract; and

WHEREAS, As explained in the accompanying staff report this change order requires that the cost evaluation criterion in RFP #96-31-REM be modified to reflect the lower disposal cost contained in the change order in the manner specified in Addendum No. 4 attached as Exhibit "A"; and

WHEREAS, The deadline for the submission of proposals for RFP #96-31-REM has been delayed pending Council action on the change order; and

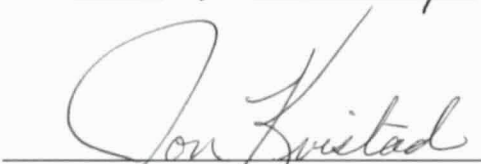
WHEREAS, This delay has resulted in the need to modify the start of operations as contained in the attached addendum; and

WHEREAS, Staff is recommending a number of additional minor improvements to the RFP as explained in the accompanying staff report; 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 authorizes issuance of Addendum No. 4 to RFP #96-31-REM.

ADOPTED by the Metro Council this 13<sup>th</sup> day of February, 1997.

  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
Daniel B. Cooper, General Counsel  
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**EXHIBIT A**

**CHANGE ORDER NO. 7  
METRO CONTRACT NO. 900607**

**MODIFICATION TO THE CONTRACT BETWEEN  
METRO AND WASTE MANAGEMENT DISPOSAL SERVICES OF OREGON, INC.  
(dba OREGON WASTE SYSTEMS, INC.)  
ENTITLED  
"WASTE DISPOSAL SERVICES"**

In exchange for the promises and other considerations set forth in the original agreement, previous change orders and this Change Order No. 7, the parties hereby agree as follows:

**A. Purpose**

The purpose of this Change Order is to replace the terms and conditions of Contract Amendment No. 4 (Change Order No. 4), dated March 16, 1994.

**B. Terms of Change Order**

1. Effective for the twelve-month period commencing July 1, 1996, and for each twelve-month period thereafter, Contractor shall be paid a base rate of \$27.25 per ton for the initial 550,000 tons of waste delivered to Contractor each period. For each ton of waste delivered to Contractor in excess of 550,000 tons, a declining incremental price will be charged as set forth on the attached Table 1. The base rate shall take effect on the first day of the month that this Amendment is effective and shall be applied to the first 550,000 tons delivered to Contractor, less the amount of tons delivered from July 1, 1996 to the month that this Amendment was executed. Contractor shall receive a declining rate for all additional tons delivered until June 30, 1997.

On January 10, 1997, or the effective date of this Amendment, whichever is later, Metro shall pay Contractor an additional payment of \$1,025,400 in exchange for both Contractor's agreement to modify the payment terms of the original Agreement and in lieu of all future annual lump sum payments under the Original Waste Disposal Services Contract and the elimination of the Supplemental Price Adjustment payment as set forth herein.

2. Effective upon execution of this Amendment, the anniversary of the Waste Disposal Services Contract set forth in Article 19.B for Price Adjustments shall be deemed to be July 1 of each year. Beginning on July 1, 1997, for all the rates shown on Table 1, the "percentage price adjustment (AI)" calculated under said Article 19.B, shall be 90% of the Consumer Price Index (CPI) for the previous calendar year, minus one-half of one percentage point of such CPI. Therefore, the formula in Article 19.B used to calculate the price adjustment shall read:

$$AI = (((CI_x - CI_B) / CI_B) \times 0.9) - 0.005$$
, with the terms of the formula modified so that  $CI_x$  represents the Consumer Price Index for the calendar year ending on the previous December 31, and  $CI_B$  represents the Consumer Price Index for the calendar year prior to the year used to calculate  $CI_x$ .

3. The "Supplemental Price Adjustment" payment required under Waste Disposal Services Contract Amendment No. 2 (Change Order No. 2) is eliminated. The final monthly Supplemental Price Adjustment payment shall be paid for the full month preceding the date of this Amendment.

4. The Contractor shall pay, and Metro shall reimburse the Contractor in full for, the Oregon Department of Environmental Quality annual solid waste permit fee and 1991 Recycling Act annual fee, including all future increases in the above fees. Contractor hereby waives any claims against Metro for additional payments for such fees from previous years.

5. From 1991 to the effective date of this Amendment, Contractor waives any claims against Metro or for compensation from Metro arising out of Section 1 of the Specifications to the Original Agreement, page VI-1, under the heading "Annual Waste Delivery Guarantees by Metro."

6. The Most Favorable Rate Agreement between the Parties (dated March 24, 1988) is terminated, effective as of March 16, 1994. Metro waives any and all claims past, present and future against Contractor or for compensation from Contractor due under, or for any alleged breach, of the Most Favorable Rate Agreement.

7. The obligation of the Contractor to maintain bonds specified in Section 4 of Amendment No. 2 is terminated, effective March 16, 1994. Notwithstanding this termination, the corporate guarantee provided under said Amendment No. 2 shall remain in full force and effect for the term of the Agreement.

8. The provisions contained in schedule A attached hereto shall be given full force and effect for the period from March 16, 1994, until the effective date of this Amendment.

9. Contract Amendment No. 4 is superseded by the provisions of this Change Order No. 7, and Contract Amendment No. 4 is null and void.

10. In addition to the flow commitment guarantee contained in Section 1 of the Specifications to the Original Agreement, page VI-1, under the heading "Annual Waste Delivery Guarantees by Metro" (hereinafter, "Flow Guarantee"), Metro shall at all times make good faith efforts to ensure that putrescible waste (other than special waste) generated or disposed of within Metro boundaries and destined for a general purpose landfill (other than incidental quantities), shall be subject to Metro's authority to deliver waste to the Columbia Ridge Landfill. For the purpose of this Paragraph 10, Metro's good faith efforts shall be considered to have been met as long as Metro continues to comply with the covenants benefiting bond holders contained in Metro's solid waste revenue bonds and so long as Metro continues to exercise the same general level of effort now used to enforce Metro's flow control and illegal waste disposal ordinances and regulations. This commitment is in addition to the Flow Guarantee and shall not be admissible in any proceeding for purposes of interpreting the intent of the parties under the original Flow Guarantee.

11. In the event that any suit, action or other proceeding is commenced challenging the validity or enforceability of this Amendment No. 7, Metro and Contractor agree to defend the validity and enforceability of Amendment No. 7 in such suit, action or proceeding.

Except as modified herein, all other terms and conditions of the Contract and previous change orders shall remain in full force and effect. This Change Order shall be effective beginning with the month of the last signature date below.

OREGON WASTE SYSTEMS, INC.

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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**ADDENDUM NO. 4**

**TO THE REQUEST FOR PROPOSALS FOR THE OPERATION OF THE METRO SOUTH AND/OR  
METRO CENTRAL TRANSFER STATIONS  
(RFP #96R - 31 - REM)**

**TO ALL PLANHOLDERS:**

1. **Item 5B. (EVALUATION OF PROPOSALS)** of the Request for Proposals, page 6, 8th paragraph, **DELETE** the paragraph and **REPLACE** with:

For purposes of the adjustment, Metro will assume the cost for transport to a general purpose landfill is based on the prices specified in the Waste Transport Services Contract and that disposal costs are based on Change Order No. 7 to the Waste Disposal Services Contract. The calculations for computing the adjustment utilize the average cost of disposal when all of the waste is disposed at a general purpose landfill as compared to the average cost of disposal when a portion of the waste is disposed at a general purpose landfill and the remainder is disposed of as dry waste. The calculations for computing the adjustment, as well as the total cost to be used in the evaluation, are contained in the electronic spreadsheet issued as part of this RFP.

2. **Item 1.0 (PROJECT DESCRIPTION/REQUIREMENTS)** of the **SPECIFICATIONS FOR METRO SOUTH STATION**, page 1, 2nd paragraph, contained in the **APPENDIX**. **DELETE** the last sentence and **REPLACE** with the following:

“The period of operations will extend from 12:00 a.m. on October 1, 1997, to 11:59 p.m. on September 30, 2002.”

3. **Item 14.0 (SECURITY)** of the **SPECIFICATIONS FOR METRO SOUTH STATION**, page 13, contained in the **APPENDIX**. **DELETE** the existing language and **SUBSTITUTE** with the following:

“Contractor shall provide personnel for mobile/foot patrol for the site, 24 hours per day to prevent unauthorized site entry and/or facility misuse. Contractor shall have in place 24 hour staffed communication coverage including emergency communications equipment to include both required radio and cellular services. Security patrol backup and emergency situation response shall be available in addition to onsite personnel and shall be onsite no greater than fifteen minutes response time from the time of the original request for security assistance to arrival at the site. Provision of these additional personnel shall be reimbursed in accordance with Article 15 of the General Conditions.

Onsite security personnel’s supervisors shall perform and document at least two unscheduled onsite inspections of such personnel (at least one of which will be between the hours of 11:00 p.m. and 4:00 a.m.) monthly and the inspections shall be noted and signed by the supervisor on a shift report kept by onsite security personnel and available to Metro.

Contractor shall provide back up and/or additional security personnel for Metro special events or meetings as requested by Metro within two hours of such request. Such additional personnel shall be reimbursed in accordance with Article 15 of the General Conditions.

Contractor shall replace any onsite security personnel requested by Metro.

Contractor shall document and provide copies to Metro ensuring that all security personnel assigned to the site shall:

- > have recent and regularly scheduled background checks
- > be free from all felony and misdemeanor convictions deemed unacceptable under Senate Bill 60
- > not be a user of illegal drugs or an abuser of alcohol
- > be certified as a private security officer under Senate Bill 60

All services provided under this specification shall be performed in accordance with the highest industry standards as determined by Metro. Said performance shall include but not be limited to the reasonable handling of sensitive public and emergency situations. Contractor shall make good all damages resulting from its failure to provide adequate security.

4. Item 31.1 (JANITORIAL SERVICES), of the SPECIFICATIONS FOR METRO SOUTH STATION, page 24, 1st paragraph, contained in the APPENDIX. INSERT the following after "scalehouse," and before "unless":

"and onsite trailer used by household hazardous waste personnel,"

5. Item 1.0 (PROJECT DESCRIPTION/REQUIREMENTS) of the SPECIFICATIONS FOR METRO CENTRAL STATION, page 1, 2nd paragraph, contained in the APPENDIX. DELETE the last sentence and REPLACE with the following:

"The period of operations will extend from 12:00 a.m. on October 1, 1997, to 11:59 p.m. on September 30, 2002."

6. Item 15.0 (SECURITY) of the SPECIFICATIONS FOR METRO CENTRAL STATION, page 15, contained in the APPENDIX. DELETE the existing language and SUBSTITUTE with the following:

"Contractor shall provide personnel for mobile/foot patrol for the site, 24 hours per day to no unauthorized site entry and/or facility misuse. Contractor shall have in place 24 hour staffed communication coverage including emergency communications equipment to include both required radio and cellular services. Security patrol backup and emergency situation response shall be available in addition to onsite personnel and shall be onsite no greater than fifteen minutes response time from the time of the original request for security assistance to arrival at the site. Provision of these additional personnel shall be reimbursed in accordance with Article 15 of the General Conditions.

Onsite security personnel's supervisors shall perform and document at least two unscheduled onsite inspections of such personnel (at least one of which will be between the hours of 11 p.m. and 4 a.m.) monthly and the inspections shall be noted and signed by the supervisor on a shift report kept by onsite security personnel and available to Metro.

Contractor shall provide back up and/or additional security personnel for Metro special events or meetings as requested by Metro within two hours of such request. Such additional personnel shall be reimbursed in accordance with Article 15 of the General Conditions.

Contractor shall replace any onsite security personnel requested by Metro.

Contractor shall document and provide copies to Metro ensuring that all security personnel assigned to the site shall:

- have recent and regularly scheduled background checks
- be free from all felony and misdemeanor convictions deemed unacceptable under Senate Bill 60
- not be a user of illegal drugs or an abuser of alcohol
- be certified as a private security officer under Senate Bill 0

All services provided under this specification shall be performed in accordance with the highest industry standards as determined by Metro. Said performance shall include but not be limited to the reasonable handling of sensitive public and emergency situations. Contractor shall make good all damages resulting from its failure to provide adequate security.

7. **ARTICLE 31 (START OF CONTRACT, CONTRACT COMPLETION, AND CONTRACT EXTENSIONS)** of the GENERAL CONDITIONS, page 29, 1st sentence, contained in the APPENDIX. DELETE the sentence and REPLACE with the following:

“The Contractor agrees to begin services on October 1, 1997, and to terminate such services on September 30, 2002, subject to the provisions of Article 11(F).”

8. **COST CALCULATION SPREADSHEET AND PRICE ADJUSTMENT EXAMPLES**, Option #2 and Option #3 contained in the APPENDIX. DELETE and SUBSTITUTE the attached spreadsheets.
9. INSERT into the APPENDIX the attached Change Order No. 7 to the Waste Disposal Services Contract.
10. Item 7.2 (Payment) of the SPECIFICATIONS FOR METRO CENTRAL STATION, page 7, 4th paragraph, contained in the APPENDIX. DELETE the paragraph and substitute the following:

“For purposes of this paragraph, Metro’s avoided cost shall equal the average unit cost to transport and dispose of a ton of waste at the Columbia Ridge Landfill, over the 12 month period.”

Dated on this \_\_ day of \_\_\_\_\_, 1997.

Metro

By: \_\_\_\_\_  
Mike Burton, Executive Officer

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OPTION # 2		Metro Central Station Operation									
<b>ASSUMPTIONS</b>											
1. This spreadsheet assumes an annual cost of living (CPI) increase of 4%.											
2. The first price adjustment is on July 1998, and every July thereafter											
3. The cost for transport and disposal at a general purpose landfill for FY 1997-98 is in the associated "Calculations" spreadsheet											
<b>TO CALCULATE THE COST OF A PROPOSAL-</b> Enter information in the cells labelled "Bid Input"											
If you wish to see the effect of different tonnage or CPI scenarios, these parameters may be changed in Section 3 below.											
<b>SECTION 1</b>		<b>METRO CENTRAL STATION BID</b>									
A.	LUMP SUM PRICE FOR FIRST		21,000	TONS PER MONTH			\$0.00	(Bid Input)			
B.	PER TON PRICE FOR EACH TON IN THE FOLLOWING TONNAGE RANGES:										
	CATEGORY 1:	21,001	to	24,000	Tons/Mo		\$0.00	(Bid Input)			
	CATEGORY 2:	24,001	to	27,000	Tons/Mo		\$0.00	(Bid Input)			
	CATEGORY 3:	27,001	to	30,000	Tons/Mo		\$0.00	(Bid Input)			
	CATEGORY 4:	30,001	to	+	Tons/Mo		\$0.00	(Bid Input)			
C.	PER TON PRICE FOR EACH TON OF SOURCE SEPARATED YARD DEBRIS AND WOOD						\$0.00	(Bid Input)			
D.	PERCENT ADJUSTMENT OF CPI=						0	% (Bid Input)			
E.	DRY WASTE TRANSPORT AND DISPOSAL							(Enter in the form of 100, 95, etc)			
	ANNUAL TONNAGE GUARANTEE (NOT TO EXCEED 50,000)						0	(Bid Input)			
	PRICE PER TON FOR TRANSPORT AND DISPOSAL						\$0.00	(Bid Input)			
<b>TOTAL COST TO BE USED IN THE EVALUATION:</b>							\$0				
<b>SECTION 2</b>		<b>BID ANALYSIS: SUMMARY TABLE FOR BID EVALUATION ONLY</b>									
TOTAL COST TO BE USED IN THE EVALUATION OF THIS BID:											
	\$0	FY 96-97	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	TOTAL			
<b>Cost:</b>											
Transfer Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Yard Debris & Wood	0	0	0	0	0	0	0	0	0	0	
<b>Total Unadjusted</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Adjustments:</b>											
(From Calculations Sheet Table 4)											
TRANSP/ DISPOSAL COST WITH DRY WASTE (A)	\$0	\$25,242,953	\$26,031,977	\$27,141,754	\$28,316,555	\$29,528,491	\$136,261,730				
TRANSP/ DISPOSAL COST WITHOUT DRY WASTE (B)	0	25,242,953	26,031,977	27,141,754	28,316,555	29,528,491	136,261,730				
<b>Total Adjustments (A - B)</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total Adjusted Cost</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



ASSUMPTIONS

1. This spreadsheet assumes an annual cost of living (CPI) increase of 4%.
2. The first price adjustment is on July 1998, and every July thereafter
3. The cost for transport and disposal at a general purpose landfill for FY 1997-98 is in the associated "Calculations" spreadsheet

**TO CALCULATE THE COST OF A PROPOSAL-** Enter information in the cells labelled "Bid Input"

If you wish to see the effect of different tonnage or CPI scenarios, these parameters may be changed in Section 3 below.

**SECTION 1**

**METRO SOUTH ITEMS**

A.	LUMP SUM PRICE FOR FIRST	21,000 TONS PER MONTH	\$0.00 (Bid Input)
B.	PER TON PRICE FOR EACH TON IN THE FOLLOWING TONNAGE RANGES:		
	CATEGORY 1:	21,001 to 24,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 2:	24,001 to 27,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 3:	27,001 to 30,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 4:	30,001 to + Tons/Mo	\$0.00 (Bid Input)

**METRO CENTRAL ITEMS**

C.	LUMP SUM PRICE FOR FIRST	21,000 TONS PER MONTH	\$0.00 (Bid Input)
D.	PER TON PRICE FOR EACH TON IN THE FOLLOWING TONNAGE RANGES:		
	CATEGORY 1:	21,001 to 24,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 2:	24,001 to 27,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 3:	27,001 to 30,000 Tons/Mo	\$0.00 (Bid Input)
	CATEGORY 4:	30,001 to + Tons/Mo	\$0.00 (Bid Input)

E.	DRY WASTE TRANSPORT AND DISPOSAL		
	ANNUAL TONNAGE GUARANTEE( NOT TO EXCEED 50,000)		0 (Bid Input)
	PRICE PER TON FOR TRANSPORT AND DISPOSAL		\$0.00 (Bid Input)

**ITEMS FOR BOTH STATIONS**

F.	PER TON PRICE FOR EACH TON OF SOURCE SEPARATED YARD DEBRIS AND WOOD	\$0.00 (Bid Input)
G.	PERCENT ADJUSTMENT OF CPI=	0 % (Bid Input) (Enter in the form of 100, 95, etc)

TOTAL COST TO BE USED IN THE EVALUATION: \$0

SECTION 2		BID ANALYSIS: SUMMARY TABLE FOR BID EVALUATION ONLY						
TOTAL COST TO BE USED IN THE EVALUATION OF THIS BID:		FY 96-97	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	TOTAL
	\$0							
<b>Cost:</b>								
Transfer Station		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yard Debris & Wood		0	0	0	0	0	0	0
<b>Total Unadjusted</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Adjustments:</b>								
(From Calculations Sheet Table 4)								
TRANSP/ DISPOSAL COST WITH DRY WASTE ( A )		\$0	\$25,242,953	\$26,031,977	\$27,141,754	\$28,316,555	\$29,528,491	\$136,281,730
TRANSP/ DISPOSAL COST WITHOUT DRY WASTE ( B )		0	25,242,953	26,031,977	27,141,754	28,316,555	29,528,491	136,281,730
<b>Total Adjustments ( A - B )</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Adjusted Cost</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0

TABLE 1

METRO DISPOSAL RATES

IF ANNUAL TONNAGE IS:	PRICE PER TON SHALL BE:
0 TO 550,000 TONS	\$ 27.25
550,001 TO 592,500 TONS	\$ 10.00
592,501 TO 635,000 TONS	\$ 9.50
635,001 TO 677,500 TONS	\$ 9.00
677,501 TO 720,000 TONS	\$ 8.50
720,001 TO 762,500 TONS	\$ 8.00
ABOVE 762,501	\$ 7.50

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## SCHEDULE A

1. Beginning with the first annual price adjustment normally occurring after March 16, 1994 the "percentage price adjustment (AI)" calculated under the Original Agreement, General Conditions, Article 19.B., shall be reduced by 1/2 percent. If the resulting percentage price adjustment is less than zero, the unit prices shall be reduced by the percentage so obtained.
2. Contractor shall provide the following credits to Metro for wastes of comparable type to the waste to be disposed of under the Original Agreement, as modified, other than those generated within Metro boundaries or processed at facilities within Metro boundaries:
  - (a) Beginning January 1, 1995, for waste from the city of Seattle or any Partner pursuant to the WWS/Seattle contract:
    - \$1.00 per Seattle or Partner ton beginning January 1, 1995, and an additional \$0.50 per ton beginning January 1, 1996.
  - (b) For waste from non-Metro region sources other than Seattle or Partner, but not including waste generated in Oregon counties, except Deschutes County, located east of the Cascade Mountains:
    - For contracts involving large communities (i.e., communities disposing of greater than 75,000 tons per year at the Columbia Ridge Landfill): \$1.00 per ton beginning immediately upon the effective date of this Agreement and an additional \$0.50 per ton beginning January 1, 1996.
    - Except as provided in Subsection (a) above, for contracts involving small communities (i.e., communities disposing of up to 75,000 tons per year at the Columbia Ridge Landfill): \$0.50 per ton. This credit will begin March 16, 1994 for contracts that took or will take effect on or after January 1, 1993, and will begin on January 1, 1995, for contracts that took effect before January 1, 1993.
  - (c) The credits in this Section are escalated annually by the same CPI increase as described in Section 1 above; provided, however, that the additional \$0.50 per ton credit shall not escalate until the first annual price adjustment occurring after the effective date of the additional credit.

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## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 97-2453 FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF ADDENDUM NO. 4 TO RFP #96R-31- REM FOR THE OPERATION OF METRO SOUTH AND/OR METRO CENTRAL TRANSFER STATIONS

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Date: January 22, 1997

Presented by: Jim Watkins  
Chuck Geyer

## PROPOSED ACTION

Adopt Resolution No. 97-2453 authorizing the Executive Officer to issue Addendum No. 4 to the Request for Proposals for the Operation of Metro South and/or Metro Central Transfer Stations

## FACTUAL BACKGROUND AND ANALYSIS

On January 16, 1997, the Metro Council adopted Change Order No. 7 to the Waste Disposal Services contract which substantially alters the cost of disposal of waste from Metro's transfer stations. Addendum No. 4 to RFP #96-31-REM, attached to the resolution as Exhibit "A", modifies the cost evaluation criterion to reflect this change in disposal costs. The addendum also modifies a number of other provisions. Each item of the addendum is addressed below:

1. The first item changes how we calculate total cost for Option Nos. 2 (operation of Metro Central only) & 3 (operation of both stations) of the RFP to reflect the impact of Change Order No. 7. This is accomplished by computing the total transport and disposal costs of the combination of dry waste proposed to be diverted with the remaining waste being disposed at the Columbia Ridge Landfill (CRL) in any given contract year, and then subtracting the total cost of transport and disposal for all the waste as if it were to be disposed at CRL only. The result of this computation would then be added to the proposal's transfer costs to compute the total cost of the proposal. The effect is that those proposals which can dispose of dry waste cheaply enough to offset the increase in disposal costs at CRL will receive the benefits of the such savings as a lower total cost. Please refer to the sample price schedules for each option attached to the addendum, for an example of these changes.
2. The second item in the addendum changes the start of operations to October 1, 1997, for Metro South Station. This delay is required since the submission of proposals was delayed pending the outcome of Change Order No. 7, and to avoid changing Contractors during peak solid waste periods. In addition, vendors requested additional mobilization time in order to acquire heavy equipment after award.
3. Item three inserts security requirements for Metro South Station. Metro had originally anticipated contracting directly for this service.

4. The next item expands janitorial requirements to the on-site trailer used by Metro South Hazardous Waste Technicians. It was originally envisioned that the trailer would not be on-site.
5. This item in the addendum changes the start of operations to October 1, 1997, for Metro Central Station.
6. Item six inserts security requirements for Metro Central Station.
7. This item changes the beginning and end dates of the contract in the General Conditions of the RFP.
8. Inserts replacement examples of the cost calculation spreadsheets.
9. Incorporates Change Order No. 7 into the APPENDIX of the RFP.

#### BUDGET IMPACT

The cost criterion changes will likely result in lower prices being submitted for dry waste disposal. The impact will not be known until proposals are received and reviewed.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2453.