

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 95-2247
CHANGE ORDER NO. 18 TO THE)	
CONTRACT FOR OPERATING METRO)	Introduced by Mike Burton,
SOUTH STATION)	Executive Officer

WHEREAS, Metro entered into a contract with Waste Management of Oregon for the operation of the Metro South Station for the period of October 1989 through December 31, 1994; and

WHEREAS, The Metro Contract Review Board adopted Resolution No. 94-2003 which extended the termination date of the contract for operating the Metro South Station from December 31, 1994, to no later than October 1, 1996; and

WHEREAS, The termination dates of Change Orders No. 2, 13, 14, 16, and 17 must be extended to coincide with the termination of the Metro South Station operating contract; and

WHEREAS, In the interest of public health and safety, the contract for operating the Metro South Station must be amended to provide for improvements to the existing load checking program and the management of unacceptable waste; and

WHEREAS, Change Order No. 18, attached as Exhibit "A," provides the necessary modifications to the contract for the operation of Metro South Station; and

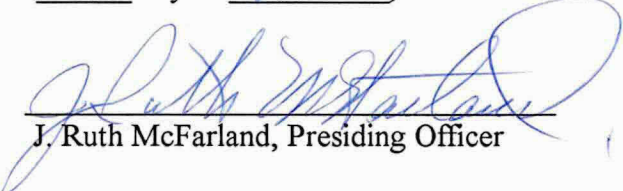
WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for their approval; now therefore,

BE IT RESOLVED,

1. That the Metro Council approves Change Order No. 18 to the contract between Waste Management of Oregon for the Operation of Metro South Station attached as Exhibit "A."

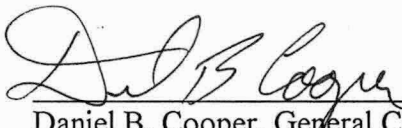
2. That the Metro Council authorizes the Executive Officer to execute Change Order No. 18 to the contract between Waste Management of Oregon for the Operation of Metro South Station.

ADOPTED by the Metro Council this 21 day of Dec., 1995.



J. Ruth McFarland, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

CHANGE ORDER SUMMARY

95-2247

CONTRACTOR: Waste Management of Oregon

PROJECT: Metro South Station Operations

PURPOSE: Extension of Services; Additional Services

CONTRACT NO.: 901106 BUDGET NO. 531-310294-526610-75000

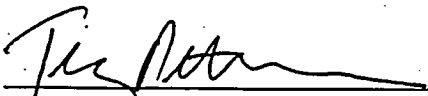

DEPARTMENT: Solid Waste ACCOUNT NAME Operating


THIS REQUEST IS FOR APPROVAL OF CHANGE NUMBER: 18

1. The original contract sum was	\$7,325,414.00
2. Net change by previously authorized change order	\$469,428.96
3. The contract sum prior to this request was	\$7,794,842.96
4. Total amount of this change order request	\$39,000.00
5. The new contract sum, including this change order	\$7,833,842.96
6. The contract sum paid in FY 91-92	\$1,426,036.87
The contract sum paid in FY 92-93	\$1,599,414.19
The contract sum paid in FY 93-94	\$1,608,741.74
The contract sum paid in FY 94-95	\$1,683,830.56
The contract sum paid in FY 95-96	\$420,289.13
7. Fiscal Year appropriation for FY 95-96	\$5,236,211.00
Line item name: Disposal Operations	
Estimated appropriation remaining as of 11/10/95	\$3,992,338.93

8. Start Date: 12/1/95 Expire Date: 10/1/96

REVIEW AND APPROVAL:


11/28/95

12/01/95
 Manager, Environmental Mgmt. Date Fiscal Review Date


12/4/95

 Director, Environmental Mgmt. Date Budget Review Date

 Director, Administrative Services Date Legal Review Date

**MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION**

METRO POC: Terry Petersen, Environmental Services Manager

CONTRACTOR POC: Dan Dudley, Operations Manager

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Change Orders Extended. Metro has extended the termination date of this contract from December 31, 1994 until the earlier of October 1, 1996, or the date Metro awards a new Metro South Station Operations Contract subsequent to a competitive bidding process; the competitive bidding process shall not occur before July 1, 1995. Certain Change Orders may have terminated because they anticipated a contract termination date of December 31, 1994. The following change orders are extended from December 31, 1994 until the termination of the contract: Change Order 2 regarding overloads and bonus tons; Change Order 13 which reflected several operational changes; Change Order 14 regarding yard debris; Change Order 16 regarding asphalt repairs; and Change Order 17 regarding load seals.
2. Yard Debris Handling. Change Order 14, under which Contractor provides for the loading, hauling and processing of yard debris, shall be amended as follows: (1) the tonnage estimate in paragraph 1 of the scope of work is deleted; (2) all invoices must include Metro weight tickets for each load reflected in the invoice; and (3) all invoices must include total yard debris tonnage for the month.
3. Load Checking Program and Management of Unacceptable Waste. Metro and Contractor are beginning the Load Checking Program and management of unacceptable waste described in Exhibit A, which is incorporated herein by this reference. Metro and Contractor shall provide the services described in Exhibit A, and Metro shall compensate Contractor as provided in Exhibit A.

Except as modified herein, all terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Exhibit A to Change Order 18

Transfer Station Load Checking Program And Management of Unacceptable Waste

I. SERVICES PROVIDED BY CONTRACTOR.

A. Contractor shall provide one trained hazardous material employee ("hazmat technician") during all hours of waste acceptance, seven days per week. The primary job responsibility of hazmat technicians shall be to perform the duties described in this program. Trained hazmat technicians shall be available to perform load checks and/or manage unacceptable wastes as requested beyond the two load checks per day stated in the original contract. Hazmat technicians shall be trained in methods of: detecting Suspicious and Unacceptable Waste, and documenting the generators of such waste.

B. Contractor shall provide to all hazmat technicians the equivalent of Occupational Safety and Health Administration (OSHA) 40-hour hazardous waste and emergency response training. Contractor shall submit documentation certifying that all hazmat technicians have met any and all training and/or medical monitoring required by Metro, OSHA, or other regulatory agencies for Emergency Response, Hazard Communication, or Blood-borne Pathogens. Contractor shall follow Metro's written Emergency Action Plan for Metro South Station ("MSS").

C. Hazmat technicians shall conduct a load check on any incoming vehicle which appears to contain Unacceptable Waste or Suspicious Waste or specific loads as directed by Metro; otherwise, hazmat technicians shall conduct load checks on incoming vehicles selected at random. If a vehicle driver fails to cooperate with load inspectors, Contractor will immediately notify Metro.

D. Metro will prepare a Procedures Manual that will specify standards and operating procedures in detail for conducting load checks and managing unacceptable waste. Contractor shall follow all procedures contained in the Procedures Manual.

E. Contractor shall be responsible for providing all personal protective equipment, respirators, uniforms, gloves, aprons, sorting tools, and any other equipment necessary or required by Metro, OSHA, or other regulatory agencies. Such equipment and tools shall be subject to Metro review and approval.

F. Contractor shall maintain and submit to Metro a daily log that includes time sheets for all work conducted under this Change Order. The daily logs shall include the date and time the hazmat technician began and completed each load check, a description of any Unacceptable Waste or Suspicious Waste as defined in the original contract (including estimated quantities), name of hauler company and driver, and name and address of generator.

G. Contractor's employee shall wear personal protective equipment throughout the work day.

H. Trained Contractor employees may participate in Emergency Response Team clean-up actions as directed by the Metro Incident Commander.

I. Contractor will continue all work as specified in the original Contract and Change Orders, and maintain current levels of staff and work.

II. SERVICES PROVIDED BY METRO.

A. Metro shall provide Contractor's hazmat technicians with 40 hours of initial health and safety and site-specific training during one or two training sessions at no cost to the Contractor.

B. Metro shall provide space for collection of hazardous materials and shall purchase any permanent containers necessary.

C. The Metro supervisor or Incident Commander in charge shall resolve any disputes regarding Emergency Response and Emergency Clean-up.

D. Metro will provide spill remediation kits out at the beginning of this Change Order. Contractor will be responsible for replenishing supplies.

III. PAYMENT PROVISIONS FOR THE LOAD CHECKING PROGRAM AND THE MANAGEMENT OF UNACCEPTABLE WASTE

A. Metro shall be billed for time actually worked at the rate of \$23.50 per hour for labor and \$5.00 per load for equipment. These rates apply to load checks and to handling of unacceptable waste. All Contractor invoices relating to the load checking program and the management of unacceptable waste must be accompanied by daily logs covering all services reflected in the invoice.

B. Metro will not pay costs for any time periods during which loads are not being checked or unacceptable waste is not being handled.

RB:gbc
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ATTACHMENT

CHANGE ORDER NO. 2
TO THE CONTRACT BETWEEN WASTE MANAGEMENT OF OREGON &
THE METROPOLITAN SERVICE DISTRICT FOR
OPERATION OF THE METRO SOUTH STATION

The work described in the Metro South Station Operations Contract is hereby modified to incorporate the changes described below. This Change Order amends the Contract to provide the Contractor reasonable incentive to maximize the transporter's payloads. The cost savings realized by Metro when payloads exceed 28 tons per load shall be shared with the Contractor, as reflected by the prices denoted in this Change Order. This Change Order shall be in effect from April 1, 1990 through December 31, 1994.

1. SPECIFICATION 7.0, page IV-13, ADD to the bottom of the page:
 4. Overloads (OL) = Quantity of loads overloaded during the month, with "overloads" defined as those containers which require load redistribution or partial unloading.
 5. Compaction maximization bonus = $[(TT - BT) + (\text{Bonus tons from previous month})] \times \$5.93 - (OL \times \$11.28)$

2. SPECIFICATION 7.0, page IV-14, DELETE the first paragraph, top of page, and INSERT the following:

If "bonus tons" is greater than zero, the Contractor receives a per ton bonus equal to \$5.93 per ton for each "bonus ton" for that month, less the overload deduction of \$11.28 per load overloaded, and "bonus tons from the previous month" is equal to zero for the following month. If bonus tons is less than zero, then it is carried forward in equation three as "bonus tons from previous month" to reduce any "bonus tons" accrued during the following month. If the "compaction maximization bonus" is an amount less than zero, no payment for "bonus tons" shall be made to Contractor, and no value (except bonus tons, as outlined above) is carried forward for consideration in any succeeding month.

The \$5.93 bonus ton and \$11.28 overload deduction shall be adjusted annually, consistent with Article 15 D. of the Contract, to reflect changes in the cost of doing business.

3. All other terms and conditions of the original contract and prior amendments remain in full force and effect.

Waste Management of Oregon

By: *[Signature]*

EROLD L. HARRISON General Manager
(print name and title)

Date: April 13, 1990

Metropolitan Service District

By: *[Signature]*

(print name and title)

Date: April 27, 1990

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION

METRO POC: Sam Chandler, Operations Manager
CONTRACTOR POC: Dan Dudley, Operations Manger
COMPLETION DATE: December 31, 1994

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, Paragraph A, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Section 10.0 C. on page IV-19 is amended to delete certain language from the last sentence of this section. The language to be deleted is struck through:

~~A Metro employee and the Contractor's inspector will both sign the record form to verify that the waste inspected or found was delivered by the named hauler.~~

The last sentence of Section 10.0 C. on page IV-19 is deleted in favor of the following:

The Contractor's inspector will sign the record form to verify that the waste inspected or found was delivered by the named hauler.

2. The first sentence of the first paragraph in Section 10.2 on page IV-20 is amended; the language to be deleted is struck through and the language to be added is underlined:

If any inspection or testing performed or caused to be performed by the Contractor (or any governmental authority or agency having jurisdiction over unacceptable waste) reveals that any waste which is delivered to the Metro South Station is unacceptable waste, the Contractor shall place such Unacceptable Waste in a designated storage area. Metro shall perform the cleanup of such Unacceptable Waste in accordance with all requirements of law. ~~Metro will reimburse the Contractor for one hundred percent (100%) of the cleanup costs (see definitions) which the Contractor reasonably incurs under this section, except as provided in (E) below.~~

The first sentence of the first paragraph in Section 10.2 on page IV-20 is deleted in favor of the following:

If any inspection or testing performed or caused to be performed by the Contractor (or any governmental authority or agency having jurisdiction over Unacceptable Waste) reveals that any waste which is delivered to the Metro South Station is Unacceptable Waste, the Contractor shall place such Unacceptable Waste in a designated storage area. Metro shall perform the cleanup of such Unacceptable Waste in accordance with all requirements of law.

3. The last sentence of the first paragraph in Section 21.0 on page IV-29 is amended; the list of materials the recycling station will handle is expanded to include used oil filters and used antifreeze.

4. The fifth sentence of the first paragraph in Section 27.1 on page IV-32 is amended; the language to be deleted is struck through and the language to be added is underlined:

The manifest is to be signed by the ~~Contractor~~ Waste Transport Services Contractor.

The fifth sentence of the first paragraph in Section 27.1 on page IV-32 is deleted in favor of the following:

The manifest is to be signed by the Waste Transport Services Contractor.

5. Section 30.1 on page IV-35 and paragraph 2 of Addendum No.2 are both deleted in favor of the following:

On-site fuel storage is available for use by the Contractor and the Waste Transport Services Contractor. Contractor has a 1,000 gallon fuel tank available at Metro South Station.

6. The first sentence of the first paragraph in Section 37.0 on page IV-42 is amended; the language to be added is underlined:

The Metro South Contractor will be responsible for coordinating its activities with the waste transporter; Metro will indicate the time at which the Waste Transport Services Contractor's daily operations will begin.

The first sentence of the first paragraph in Section 37.0 on page IV-42 is deleted in favor of the following:

The Metro South Contractor will be responsible for coordinating its activities with the waste transporter; Metro will indicate the time at which the Waste Transport Services Contractor's daily operations will begin.

7. All other terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

By: Garry L. Penning
Garry L. Penning
Division President
Print name and title

By: Bob Marten
Bob Marten
Director Solid Waste Dept.
Print name and title

Date of signature: 8/10/93

Date of signature: 8/5/93

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MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON FOR
THE OPERATION OF METRO SOUTH STATION

PROJECT: Operation of Metro South Station
METRO POC: Sam Chandler, Facilities Manager
CONTRACTOR POC: Dan Dudley, Operations Manager
COMPLETION DATE: December 31, 1994

This Agreement is entered into between Metro and Waste Management of Oregon, hereinafter referred to as "Contractor", pursuant to Article 17, Paragraph A, page V-20 of the Metro South Station operations Contract dated October, 1989.

1. Contractor agrees to perform the following additional work and/or provide the following items: See Attachment "A", Scope of Work.
2. Metro agrees to pay the contractor \$55.00 per hour for approximately 150 hours of loading source-separated yard debris into 40-yard drop boxes at Metro South Station.
3. Metro agrees to pay the Contractor \$61.00 per ton for hauling and processing approximately 300 tons of source-separated yard debris from the Metro South Station.
4. The maximum term established by this Change Order is February 1, 1994 through December 31, 1994. However, it may be terminated at any time prior to said deadline upon ten (10) days written notice to Contractor.
5. All other terms and conditions of the original Agreement and previous Change Orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

By: Garry L. Penning

By: Douglas E. Butler

Garry L. Penning
Division President
Print Name, Title

Douglas E. Butler Director, Regional Facilities Dept
Print Name, Title

ATTACHMENT A

9. Loaded drop boxes shall be covered by a tarp during transport of material from transfer station to processing facility.
10. Once the material has been removed from the transfer station, none of the material covered under this Agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner that Contractor deems appropriate.
11. Contractor shall be solely responsible for processing the material into final usable products.
12. No material shall be stockpiled by Contractor in an unprocessed form for longer than twelve (12) months.
13. Any contaminants contained in the material may be disposed at Metro disposal facilities at Contractor's expense.

RB:CLK
contract901106.c11

Change Order Number 16
Metro Contract 901106

**MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION**

METRO POC: Sam Chandler, Operations Manager
CONTRACTOR POC: Dan Dudley, Operations Manger
COMPLETION DATE: December 31, 1994

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Specification 32.11 requires Contractor to maintain in good repair the asphalt at the facility. Certain repairs to the asphalt were required in April, 1994.
2. Metro and Contractor have agreed that operations at the facility are best served if the asphalt is repaired in a more comprehensive and long lasting fashion than is required of Contractor under Specification 32.11. Contractor performed these more comprehensive repairs and Metro will compensate Contractor for the value of the useful life of the repairs remaining (if any), after the termination of the Contract, as more fully set forth below.
3. Metro and Contractor agree that the asphalt repairs have a useful life of 5 years beginning in April, 1994, and that these repairs have a value of \$28,756.00. If the operations contract, or any successor contract with Contractor, ends for any reason before the end of the useful life of the asphalt repairs in March, 1999, then upon receipt of Contractor's invoice

Metro will pay Contractor a percentage of the value which is equivalent to the percentage of the useful life remaining after the contract termination date.

All other terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

Garry L. Penning
Signature

Richard D. Engstrom
Signature

Garry L. Penning, Division President
Print Name and Title

RICHARD D. ENGSTROM, DEP EXEC. OFFICER
Print Name and Title

8/17/94
Date

8 22 94
Date

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MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION

METRO POC: Sam Chandler, Operations Manager

CONTRACTOR POC: Dan Dudley, Operations Manger

COMPLETION DATE: December 31, 1994

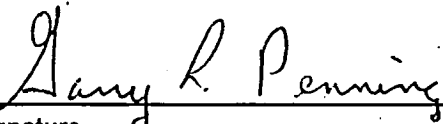
This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Specifications 7.0 (p. IV-14, ¶ 4) and 27.1 (p. IV-32) require that the seal on each load of waste be verified as intact and then broken by the "disposal site operator." The "disposal site operator" is Oregon Waste Systems, Inc. (OWS).
2. Metro and Contractor agree that load seals will be handled in accordance with the "JGT Entrance Policy" prepared by OWS and attached as Exhibit A to this Change Order 17.

Except as modified herein, all terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO



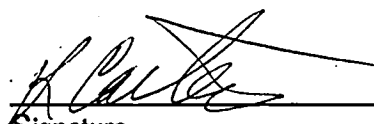
Signature

Garry L. Penning
Division President

Print Name and Title

9/22/94

Date



Signature

Roosevelt H. Carter
Acting Solid Waste Director

Print Name and Title

9/16/94

Date

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Exhibit A to Change Order 17

JGT ENTRANCE POLICY

1. Drivers will radio in to scale house on CB channel 10 the following information:

- Truck Number
- Container Number
- Metro Ticket Number

Only after radio confirmation from the office will driver proceed up the hill.

OWS gate clerk will fill out scale ticket with the information supplied by the JGT driver and date/time stamp.

2. In the JGT yard, driver will fill in the four areas on the Metro ticket that OWS had previously completed (see starred areas on attached example). The ticket will then be placed with the container for tipping.

3. JGT will remove seal at tipper and will keep seals sorted by day with a copy of the tip log. Should any discrepancy occur regarding a seal number, OWS will need to verify the actual seal. Seals may be discarded after each months close or after verifying with OWS that they may be discarded. JGT will not tip anything without a seal. OWS must be notified immediately if any container is brought to the site without a seal or if any ticket contains conflicts.

4. On a daily basis (during the swing or graveyard shift), the yellow copies of Metro tickets that were tipped that day are to be turned in to the OWS office.

5. At night, JGT drivers must realize that our gate clerk may not hear radio (on break, in bathroom, etc.) and must receive radio verification from gate house prior to proceeding up the hill.

6. Should the situation ever arise where JGT driver is unable to get radio confirmation from the OWS scale house, the driver will stop at the scale house for ticket preparation.

7. If OWS determines that a load contains potentially unacceptable waste, JGT must immediately provide the OWS lower office with the Metro ticket set for that load.

Exhibit A to Change Order 17

01-17-94 17:09 503 454 2133

OR WASTE SYST

003



METRO

2000 S.W. First Avenue
Portland, OR 97201-5399
503/221-1646



Solid Waste Transport Invoice

Note: If waste is unacceptable, note such on back of invoice. Sign, list date and time, notify Metro immediately.

Transaction number	Time		Date			Truck number	Trailer number	Computer operator	Seal number	Special waste?	Permit number
	Hours	Min.	Month	Day	Year						
201	10	34	01	14	94	24	109	ABF	50663		

Gross Wt. lb

Remarks:

91600 S 1
32360 Tare Wt. lb M 0
Net weight tons

W: 49300 T: 42300
Axles: 1(049300) 2(009100) 3(033200)

59240 Net WL/lb 29.62 05.03

At transfer station:

Verify: 1 Load weight
 2 Seal intact
 3 Seal number

Signature—transfer station contractor

Signature—waste transport contractor

At a landfill:

Verify: 1 Seal intact
 2 Seal number

Landfill name: Langston

Signature—transport unloader/driver

Time unloaded

Signature—landfill contractor

Time signed

2 55 J 11

JAN 14 PM 2:3

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2247 FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 18 TO THE CONTRACT FOR THE OPERATION OF METRO SOUTH STATION

Date: November 29, 1995

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 95-2247, authorizing Change Order No. 18 to the contract between Metro and Waste Management of Oregon for the operation of Metro South Station. Change Order No. 18 provides improvements to the existing load checking program and extends the termination date for Change Orders No. 2, 13, 14, 16, and 17.

FACTUAL BACKGROUND AND ANALYSIS

Metro entered into a contract with Waste Management of Oregon (WMO) for the operation of the Metro South Station for the period of October 1989 through December 31, 1994. On September 22, 1994, the Metro Contract Review Board adopted Resolution No. 94-2003 which extended the termination date of the contract from December 31, 1994 to no later than October 1, 1996.

The termination dates for the following Change Orders (attached) need to be extended to coincide with the termination of the contract for the operation of the Metro South Station: Change Order No. 2 regarding overloads and bonus tons; Change Order No. 13 which reflects language changes regarding unacceptable waste, waste inspections, and coordinating activities of station operator and waste transporter; Change Order No. 14 which provides for loading, hauling and processing of yard debris; Change Order No. 16 regarding asphalt repairs; and Change Order 17 regarding load seals. Only Change Order No. 14 involves any additional costs. The estimated total cost of extending Change Order No. 14 (yard debris) is \$9,000 (\$6,300 in FY 1995-96). This assumes the Metro South Station operating contract will expire October 1, 1996. Change Order No. 18 would extend the termination dates for the above Change Orders to coincide with the termination of the contract for the operation of Metro South Station.

Change Order No. 18 would also amend the Metro South Station Operations Contract to provide improvements to the existing load checking program and the management of unacceptable waste. Recent incidents involving medical waste and other unacceptable waste at the transfer stations indicate the need for improvements to the load checking program. Change Order No. 18 provides that the Contractor, (WMO), shall provide one trained Hazardous Material (Hazmat) Technician during all hours of waste acceptance, seven days per week. Trained Hazmat Technicians shall be available to perform load checks and/or manage other wastes as requested beyond the two load

checks per day stated in the original contract. Hazmat Technicians shall conduct a load check on any incoming vehicle which appears to contain Unacceptable Waste or Suspicious Waste or specific loads as directed by Metro; otherwise, Hazmat Technicians shall conduct load checks on incoming vehicles selected at random.

The estimated total cost of the load check program improvements is \$30,000 (\$21,000 for FY 1995-96). This assumes the Metro South Station operating contract will expire October 1, 1996. Metro would be billed at the rate of \$23.50 per hour for labor and \$5.00 per load for equipment. These rates apply to load checks and the management of unacceptable waste.

BUDGET IMPACT

The total cost of the proposed contract modifications included in Change Order No. 18 is estimated to be \$39,000. The estimated cost for 1995-96 is \$27,300. A total of \$5,236,211 is budgeted for the Metro South Station operations contract in FY 1995-96.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2247.

RB:ay

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REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2247, FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 18 TO THE CONTRACT FOR OPERATING METRO SOUTH TRANSFER STATION

Date: December 20, 1995

Presented by: Councilor McLain

Committee Recommendation: At the December 20 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2247. Voting in favor: Councilors Kvistad, McFarland and McLain.

Committee Issues/Discussion: Ray Barker, Regional Environmental Management Operations Staff, presented the staff report and explained the purpose of the proposed resolution. Barker noted that the proposed change order would modify the existing load checking procedures to improve the ability to identify and handle unacceptable wastes. The contractor (Waste Management of Oregon) will be required to have a hazardous material technician available during all hours of operation, seven days a week. The technician would inspect all loads suspected of containing unacceptable wastes. The staff report noted that the cost of this change would be \$30,000 for the remainder of the contract (October 1, 1996). But, Barker noted that because the implementation of the program has been delayed for one month, the estimated cost is now \$27,000.

In 1994, the Council extended the expiration date of the contract from December 31, 1995 to no later than October 1, 1996. Several of the existing change orders to the contract did not have their expiration dates modified to reflect this extension. These orders (#'s 2, 13, 14, 16 and 17) are scheduled to expire on December 31. The resolution would extend this termination date to correspondence with the expiration of the overall contract. Change Order #14, authorizing the contractor to accept and dispose of yard debris will cost an additional \$9,000 over the life of the contract.

Barker also noted that the reference in the staff report to \$5,236,211 for disposal costs at Metro South Station is actually the budgetted amount for both transfer stations. The amount for Metro South is \$1,691,285.