

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2391A
THE RELEASE OF RFP #96R- 31-REM FOR)
OPERATION OF THE METRO SOUTH AND/OR) Introduced by Mike Burton
METRO CENTRAL TRANSFER STATIONS) Executive Officer

WHEREAS, Metro is responsible for the disposal of solid waste generated within the Metro boundaries; and

WHEREAS, Metro owns the Metro Central and Metro South transfer stations in order to facilitate such disposal; and

WHEREAS, It is Metro's policy to operate the transfer stations through the use of private firms; and

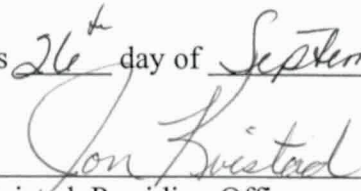
WHEREAS, The current operations contracts expire April 30, 1997, at which time replacement operations contract(s) must be in place; and

WHEREAS, The purposed RFP #96R-31-REM, attached hereto as Exhibit "A", is to obtain such replacement contract(s) as described 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 release of RFP #96R-31-REM.

ADOPTED by the Metro Council this 26th day of September, 1996.


Jon Kvistad, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel



METRO

DATE: September 19, 1996

TO: John Houser, Senior Council Analyst

FROM: Chuck Geyer, Senior Planner *CG*

RE: RFP# 96-31-REM

At the REM Committee meeting of September 19, 1996, the Committee voted to modify the allocation of points to the evaluation criteria contained in the above referenced RFP. Per your request I am enclosing a re-numbered resolution and the modified pages from the RFP.

In addition, staff is recommending one additional change to the RFP. We wish to modify the formula labeled "Deduction" under item 7.2 on page 7 of the SPECIFICATIONS FOR METRO CENTRAL STATION, with additional language to read as follows (additions are underlined):

$$\text{Deductions} = (\# \text{ of dry tons guaranteed} - \text{dry tons actually disposed}) \\ \times (\text{Metro's Avoided Cost} - \underline{\text{dry waste price}})$$

The purpose of the change is to make this adjustment proportional to the economic loss incurred by Metro. The previously language compensated Metro in excess of its economic loss and was in the nature of a penalty. This was not our intent. I have attached the corrected page from the RFP and am requesting that the modification be approved at the Council meeting at which the RFP will be considered for release.

CG:gbc

cc: Jim Watkins, Engineering & Analysis Manager

Marv Fjordbeck, Senior Assistant Counsel

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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2391 FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFP #96R—31—REM FOR OPERATION OF THE METRO SOUTH AND/OR METRO CENTRAL TRANSFER STATIONS

Date: September 6, 1996

Presented by: Jim Watkins
Chuck Geyer

PROPOSED ACTION

Adopt Resolution No. 96-2391, authorizing release of a Request for Proposals for the Operation of the Metro South and/or Metro Central Transfer Stations (RFP #96R—31—REM).

PROJECT SUMMARY

The purpose of this request for proposals (RFP) is to solicit proposals to operate either or both of Metro's transfer stations. The current operations contract(s) for the stations expire in April 1997. This is the first time Metro will enter into operations contracts for both facilities simultaneously and permit proposals to operate both by a single firm.

Three service options are being requested in this RFP. First Metro is requesting a proposal for operation of Metro South Station (MSS) only. The second service option is for the operation of Metro Central Station (MCS) only. The third is for the operation of both transfer stations.

Generally, the work consists of the transfer of waste received at the facility into transfer vehicles owned and operated by the Waste Transport Services Contractor. Payment for this service will be made on the basis of incoming weights as established at Metro scalehouses at both transfer stations. Payment will consist of a fixed monthly lump sum as well as a variable portion based on the amount of waste received.

In addition, the operator can recover materials for sale to markets. For each ton of materials recovered, the operator will receive a recovery credit payment from Metro (\$30/ton) and retain 100% of the revenues from the sale of materials. These payments are in addition to the payments based on incoming tons (this is the first time such a payment will be available at Metro South Station). As part of its proposal, proposers may purchase the Fiber Based Fuel line at MCS.

The work also includes the separation, transport and disposal of up to 50,000 tons of dry waste received at MCS. The proposer can propose to separate dry waste from incoming tons that is appropriate for disposal at a limited purpose landfill. The proposal must contain the tonnage that will be separated, and the cost to separate, transport and dispose of the separated dry waste. The proposed amount cannot exceed 50,000 tons annually and the amount proposed must be guaranteed. Failure of the successful proposer to achieve the guaranteed amount will result in a reduction in payments.

The length of the negotiated contract with the successful proposer will be for a period of five years. Due to the type of financing used to construct the facilities, Metro must retain the unconditional right to terminate the contract at the end of three years. If Metro does not terminate the contract at this point, the two remaining years of the contract will be exercised. An additional financial restriction is that no more than fifty percent of the revenue due the Contractor may be made in variable payments.

REVIEW AND ANALYSIS

In July 1996 staff produced a draft document for review by interested parties. The draft was sent to Metro's Solid Waste Advisory Committee (SWAC), potential proposers and interested parties, and the Metro Council; soliciting comments and proposed changes. In addition, staff briefed the Regional Environmental Management committee of the Metro Council at its August 7th meeting.

Staff attended two SWAC meetings to discuss the draft, presenting both an overview of the procurement as well as major policy questions regarding its approach. Copies of the minutes from these meetings are contained in Attachment #1. Only with regards to the evaluation criteria did the committee differ with the RFP. For a discussion of the committee's position, see Attachment #1. Basically the committee felt that the emphasis on cost was too great. The committee came to no consensus on reallocating points to criterion other than cost, or on recommending additional criterion. Staff has not changed the allocation of points in the RFP recommended for release because it believes that the committee's concerns for adequate materials recovery, operations and maintenance are addressed within the requirements and incentives contained in the RFP.

Three sets of written comments totaling over 20 pages were received from vendors and interested parties. These are detailed together with staff responses in Attachment #2. Two vendors (Waste Management of Oregon and Browning Ferris Industries) submitted detailed suggestions on most sections of the document. Numerous minor adjustments in the document were made by staff in response to these suggestions as detailed in Attachment #2. Major changes to the document were suggested by Browning Ferris Industries, both in their written comments and as a member of SWAC. These included requiring the successful proposer to purchase the Fiber Based Fuel line at Metro Central (which the firm owns and which would have to be removed unless the next operator purchases it), reallocating points from cost to the materials recovery criterion, and adding a "value added" criterion. Staff does not recommend such changes to the RFP since it may provide a significant advantage for a particular firm. Staff believes that cost effective materials recovery will be provided by the approach contained in the RFP.

The third set of comments was received from Jeanne Roy (a member of SWAC) on behalf of Recycling Advocates. The organization requested that the recovery credit provided for the recovery of materials be varied according to the hierarchy of reuse, recycle, compost or fuel production. For example, materials recovered for composting/recycling, would receive \$45 a ton while those recovered for fuel would receive \$30 a ton. Staff has not changed the RFP in response to this request for the reasons detailed in Attachment #2. To summarize, staff felt that with the large fluctuations in market prices for recovered materials and the lack of markets

altogether at times for some materials, that developing a coherent differential which did not negatively impact overall recovery at the facilities would be nearly impossible. In addition staff felt that a cost differential already existed to some extent as it is more costly to make a fuel than it is to recover materials for recycling.

An additional change to the current document regards the "fixed" versus "variable" payments. Metro's Office of General Counsel has been advised that the approach proposed in the July draft which made payments for dry waste part of fixed payments, is not appropriate. Staff has therefore changed the RFP to require a minimum materials recovery rate for each facility (3% at MCS and 1% at MSS) and incorporated the recovery credit payment for these tons into the monthly lump sum payment (fixed). If the operator fails to recovery these amounts it will be in default (no minimum recovery rate was required in the previous draft). In addition, the monthly tonnage for which Metro will make a lump sum payment has been raised from 18,000 to 21,000 tons per month. This monthly tonnage is expected to be exceeded in each month of the five years of the contract. These changes are necessary to ensure compliance with the bond requirements for the facilities.

Upon the recommendation of safety and training staff, the requirements of the RFP dealing with the control of hazards, training programs and Metro oversight of the Contractor's operations have been increased. These revisions will result in a safer environment for both employees and users of the facilities.

BUDGET IMPACT

The budget for analogous transfer operations in FY 1996-97 is approximately \$6,700,000.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2391.

CG:ay

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TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1799



METRO

To: Risk and Contracts Management

From:

Date

9/4/96

Vendor

RFP#96R-31-REM

Department

REM

Subject

Division

Engineering

☐ Bid☐ Contract

Name

Chuck Geyer

☒ RFP☐ Other

Vendor no.

Title

Sr. SW Planner

Contract no.

Extension

11691

Purpose

Operation of Metro South and/or Metro Central

Expense



Procurement



Personal/professional services



Services (L/M)



Construction



IGA

Revenue

Budget code(s)

Price basis

Contract term



Contract



Unit prices, NTE



Completion*



Grant



Per task



Annual



Other



Total/lump sum



Multi-year**

This project is listed in the
199__-199__ budget.

☐ Yes☐ Type A

Payment required

Beginning date*

☐ No☐ Type B☐ Lump sum

Ending date

☐ Progress payments

Total commitment

Original amount

\$

Previous amendments

\$

This transaction

\$

Total

\$

A. Amount of contract to be spent fiscal year

-

\$

B. Amount budgeted for contract

\$

C. Uncommitted/discretionary funds remaining as of

\$

...

Approvals

Project manager

Division manager

Department director

Fiscal

Budget manager

Risk

Legal

Competitive quotes, bids or proposals

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor

Comments

Attachments ☐ Ad for bid ☐ Plans and specifications ☐ Bidders list (M/W/DBEs included)

Instructions

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
 - Sole source, attach memo detailing justification pursuant to ORS 279.
 - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
 - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier

Address

City/state/ZIP

Phone

Subcontractor/supplier

Address

City/state/ZIP

Phone

M/W/DBE certified

Ethnicity

Type of work

Dollar amount

M/W/DBE certified

Ethnicity

Type of work

Dollar amount

Attach additional list(s) as necessary.

Total utilization: \$

Total contract: \$

Percent utilization:

**SOLID WASTE ADVISORY COMMITTEE
MEETING SUMMARY OF: June 19, 1996**

Voting Members Present

Committee Chair: Ruth McFarland, Metro Councilor
Hauling Industry: David White, Oregon Refuse & Recycling Assoc./Tri-County Council
Solid Waste Facilities: Ralph Gilbert, East County Recycling
Citizens: Jeanne Roy, Recycling Advocates
Merle Irvine, United Disposal
Government: Lynne Storz, Washington County
Susan Keil, City of Portland

Alternate Members Present

Recycling Industry: Jeff Murray, Farwest Fibers
Solid Waste Facilities: Eric Merrill, Waste Management of Oregon

Non-Voting Members Present

Government: Dave Kunz, DEQ
Carol Devenir, Clark County
Mike Burton, Metro

Voting Members Absent

Hauling Industry: Jim Cozzetto, Jr., Metropolitan Dieposal & Recycling Corp.
Steve Schwab, Sunset Garbage Collection Company
Tom Miller, Miller's Sanitary Service Inc.
Recycling Industry: John Drew, Far West Fibers
Citizens: Bruce Broussard, Cad Tek
Government: Ken Spiegle, Clackamas County
Gary Hansen, Multnomah County Commissioner
Bob Kincaid, Clackamas County Cities
Debra Noah, Multnomah County Cities
Loreen Mills, Washington County Cities
Citizens: Bruce Broussard

Metro

Marie Nelson	Doug Anderson	Andy Sloop
Kelly Shafer Hossaini	Scott Klag	Jim Goddard
Connie Kinney	Tim Raphael	Jim Watkins
Keith Massie	Bill Metzler	Jennifer Ness
Chuck Geyer	John Foseid	Jeff Stone
Leo Kenyon	John Houser	Barry Adamson

P&TS/SWAC/minutes/present.lst

1. Updates and Introductions

Illegal Disposal Task Force

Marie Nelson, Supervisor, Planning Services, briefed the Committee on the purpose and current focus of the Illegal Disposal Task Force. She said the purpose of the Task Force is to develop goals, objectives, and recommended practices for illegal disposal, as well as to address the specific recommendations of Metro's auditor in the February 1996 Review of Metro's Solid Waste Enforcement Unit. She said the Task Force will address items of regional concern that can benefit from regional coordination. The Task Force will not address Metro's enforcement of its solid waste flow regulations or theft of recyclables.

Currently, the Task Force is examining the development and coordination of a regional data base on dump sites and offenders, and the possibility of a regional hotline.

Dave Kunz said that because some of the counties enforce illegal dumping through their health departments, a goal or objective should be developed for that. He also said that, internally, DEQ is working to develop objectives for when they will enforce on illegal dumping cases and when they will turn it over to local jurisdictions.

Rate Restructure Process

Jim Goddard, Acting Manager, Waste Reduction & Planning Services, reminded the Committee that rate restructuring meetings for stakeholders were held in April 1996. He said that the stakeholder meetings scheduled for June 25, 1996 have been canceled, but will be rescheduled for July 1996. He explained that many questions were raised at the April meetings and staff will require more time to answer them. He said participants will be contacted as to when the meetings will be, and background information will be sent in advance.

2. Approval of Minutes

Dave Kunz asked that the minutes be changed to reflect that he was present at the May 1996 meeting, and Ed Drubeck was not. Carol Devenir also asked that the minutes be changed to show her affiliation with Clark County and not the Port of Portland. Sue Keil moved that the minutes be approved with the changes as stated, and the Committee unanimously approved.

3. Material Recovery Facilities (MRFs) - Franchise Process

Andy Sloop, Associate Planner, Recycling System Development, briefed the Committee on the status of the MRF franchise template, and distributed written materials. He said the template would be presented to REMCOM that afternoon, and that anyone who would like to attend that meeting to talk about the template

was welcome to do so. Mr. Sloop then reviewed changes that had been made to the template since the June 12, 1996, MRF Team meeting, which was attended by several SWAC members.

Merle Irvine said that he was still concerned about the placement of the operating range (35% - 45%) on the recovery rate curve. He also was concerned about there being a penalty, or enforcement fee as it is called in the template, for recovery rates between 35% and 45%. He said it seemed inconsistent to be in compliance yet pay a penalty. According to his calculations, the enforcement fee at the 35% recovery level could cost the average MRF about \$7,800 a month. This could force the operator to avoid loads in the lower range of recoverability and thus not recover as much as they could from the wastestream.

Councilor McFarland responded that one promise Metro did make when beginning the MRF franchise work, was that there would be a level playing field for existing and new franchises. She said that Metro could not make existing facilities special cases by not applying the rules to them.

Mr. Irvine responded that his point was not that existing facilities should not be subject to the new franchise rules on recovery rates, but that no facilities should. He suggested that Metro should take a hard look at whether it really wants to impose an administrative fee or penalty at all. If you're operating within your permit you shouldn't be hit with a penalty.

Sue Keil asked if anyone at Metro had run the numbers to see if it was not advantageous to take waste at the 35% recovery rate level because of the administrative fee. Jeff Stone, Senior Management Analyst, responded that the answer would depend on the particulars of the operation. In general, however, taking waste at 35% and paying the administrative fee works out to be the same as paying a tipping fee of \$75.

Ralph Gilbert asked what the administrative fee applies to. Mr. Sloop responded that it applies only to the residue. Mr. Gilbert said that in his case he would have a very difficult time maintaining a 40% recovery rate since he has no control over what comes into his facility. He said he also does not want to have to turn away loads from which he could recover some percentage for fear he'll not meet the imposed recovery rate. Jim Watkins, Manager of Engineering and Analysis, said that one reason incentives are needed to keep recovery rates at a certain level, is to discourage MRFs that are associated with a limited purpose landfill from just taking low-recoverable, dry loads and transferring them directly to the limited purpose landfill.

Councilor McFarland asked if staff could revisit the operating range issue. Mr. Goddard replied that it is really a policy issue, and REMCOM might want to debate it. He said it may need to be debated as a stand-alone issue, separate from the rest of the template. As it stands, the template maintains a level playing field and changes to the operating range should preserve this.

Ms. Keil asked if there really needed to be a level playing field if some MRFs will have ties to landfills and others won't. Those with ties to a landfill already have an advantage over those that don't. Maybe that issue needs to be dealt with separately and in another way, since that is really at the heart of what the recovery rate is trying to guard against. Councilor McFarland acknowledged that as a good point, and added that MRFs associated with hauling companies would fall into the same category of having an advantage.

Mr. Sloop pointed out that work on MRF franchising needs to occur as quickly as possible. Until this work is completed, franchise applicants incur opportunity costs, and existing MRFs incur penalties for operating below 45%. However, Mr. Sloop said progress on MRF applications and franchising issues is constrained due to limited staff resources.

Councilor McFarland reiterated that in the interest of not holding up franchise applications, further work on the operating range issue should be handled separately from work on pending applications. She also said that any changes to the operating range should be applied globally to all franchisees.

4. Metro Transfer Stations - Operations Contracts

Jim Watkins, Manager of Engineering and Analysis, updated the Committee on the project schedule for the Metro transfer stations operations contracts. He said that staff had prepared a draft of the RFP for the contracts and that vendor review would take place in approximately late July or early August. He said he would also see that the Committee members received a copy, as well. He then gave a brief overview of the document.

After the overview, Mr. Watkins said he wanted to bring before the Committee for discussion several policy issues associated with the operations contracts. The policy issues were listed in the material included in the agenda packet.

- **Vertical Integration**

1. Should Metro prohibit operation of Metro transfer stations by firms involved in the solid waste collection industry locally?

The Committee agreed that this would not be a problem as long as Metro either operated the gate or had serious, enforceable regulations in effect to ensure against bad practices.

2. Should Metro prohibit operation of Metro transfer stations by firms involved in solid waste disposal of the region's waste?

The Committee agreed that the answer to the previous question applied to question as well.

3. Should Metro consider the above prohibitions for a single entity operating both transfer stations, even though it would not do so if different firms operated the two stations?

The Committee agreed that the answer to question one applied to this question as well.

- **Materials Recovery**

1. Should the same incentive for materials recovery be provided regardless of the end use of the recovered materials?

Jeanne Roy said her position would be that the same incentive should not be applied. Incentives should be different depending on where the recovery was on the hierarchy - higher uses should get higher incentives.

Carol Devenir added that the incentive could also be made to be material specific. If the material was motor oil, for example, there's only one place on the hierarchy for it so operators shouldn't be penalized for not doing something higher on the hierarchy with it.

Councilor McFarland said that the consensus seemed to be that it is important to recognize the hierarchy, but in a way that is sensible and not foolish.

Dave White expressed concern about the impact of reducing the incentive for recovering materials for uses lower on the hierarchy. If that incentive is reduced, and the cost to do anything further up the hierarchy is high enough, the operator may not bother doing anything with them. The materials will then just end up in the landfill. Councilor McFarland agreed that that issue needed to be explored. There are instances where the hierarchy can be met, but the cost may be too high. That is something everyone is going to have to think through as a policy question. Jeff Murray agreed and said that in another year or two there may not be much that is recoverable going through the transfer stations, and fiber-based fuel may be the most cost-effective alternative for certain materials.

2. Should the materials recovery incentives be standardized at both stations?

Councilor McFarland asked why the recovery incentives are not the same now. Easton Cross responded that the reason is because Metro South is configured differently and does not have the same capacity for recovery that Metro Central does. Councilor McFarland said she believed the incentives should be the same. If the operator can manage to recover some material at Metro South, they should be rewarded for it.

Eric Merrill said that if the two facilities are identical, then the incentives can be the same. But the facilities are not identical so identical incentives may not be possible.

3. Should a mandatory recovery rate be stipulated in the next operating contracts?

Sue Keil asked if Metro has enough knowledge about the impact of MRFs to be able to set such a rate? Mr. Watkins said that Metro probably doesn't know. Councilor McFarland agreed, and said that maybe this potential part of the contract should be left out until there's more information about what rate would be reasonable.

Jeanne Roy asked how reusables will be handled at the transfer stations. The contract says that Metro reserves the right to negotiate with the subcontractor to recover reusables. She asked if this is occurring now, and if so, how? Mr. Watkins responded that it is occurring now. He explained that St. Vincent DePaul is working on a contract to help self-haul customers pull reusables from their loads. The reusables are then taken to St. Vincent DePaul facilities and recovered.

Mr. Irvine asked if having another contractor on-site pulling out material causes any conflicts with the site operator. Mr. Watkins said that it could, it just has to be worked out. Ms. Roy then said she wanted to say she supported the idea of this arrangement.

- **Wages and Benefits**

1. Should Metro specify some minimum wage and benefit levels in the RFP?

The general consensus of the Committee was that standards be set for service levels, but that specifics of worker wages and benefits should not be addressed in the contract.

Due to a lack of time, the policy areas of "Dry Waste" and "Evaluation Criteria" were not addressed by the group.

5. Organic Waste Processing - Demonstration Projects

John Foseid, Associate Solid Waste Planner, told the group that due to Jim Goddard's new role as Acting Manager of Waste Reduction & Planning Services, he had been asked to take over as team leader. He said that the project team was currently in Phase II of the project, where they are evaluating proposals they have received. No formal contract awards have been made at this time. There is a public forum scheduled for July 9, 1996, and project staff hopes that contracts will be signed in early August.

Mr. Foseid said two proposals were received and the project team is strongly considering awarding contracts to both proposers. The first proposal is from Oregon Waste Systems. They would like to take loads from businesses, reload them at Metro South, and compost the material at Columbia Ridge Landfill. The other proposal is from Oregon Soils Corporation, which proposed to team up with a hauler and an EarthWise certified composter and use the vermiculture technique to process the organic waste collected.

Jeanne Roy expressed her disappointment that only two proposals came through in the second phase of the proposal process. She asked if perhaps the paperwork for the application was too voluminous and inhibited more response. Mr. Foseid replied that if the application process were to be done over, some changes would probably be made. However, Metro did solicit from a broad range of applications.

Dave Kunz said that there have recently been two applicants for DEQ permits to do organics processing. Neither of these applicants applied for the Metro funding. So there are others that are interested in starting such businesses here, but are choosing to do it independently.

Carol Devenir asked if the two proposers were comparable in terms of tonnage they planned to process. Mr. Foseid responded that they would each divert 1,000 tons over the course of the project.

6. Discuss Tentative Meeting Agenda for July 17

Councilor McFarland asked Committee members to contact Marie Nelson about any items they would like to see on the July agenda.

7. Other Business/Citizen Communications

None

8. Adjourn

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**SOLID WASTE ADVISORY COMMITTEE
MEETING SUMMARY OF: July 17, 1996**

1. Updates and Introductions

Marie Nelson, Planning Supervisor, called the meeting to order and announced that Councilor McFarland encountered car problems that morning and would attend the meeting as soon as possible.

2. Approval of Minutes

Merle Irvine was not able to attend the meeting but sent a letter to Councilor McFarland asking that the minutes be changed. He asked that his comment on the top of page 3 be changed to reflect that he supports staff's recommendation to lower the recovery rate from 45% to 35%, but is concerned about the imposition of penalties in that range. Sue Keil moved that the minutes be approved with the changes as stated, and the Committee unanimously approved.

3. Metro Transfer Stations - Operations Contracts

Chuck Geyer, Senior Planner, Engineering & Analysis, came before the Committee to continue the policy issue discussion, begun at the June SWAC meeting, regarding the Metro Transfer Station operations contracts. He reviewed the handout in the SWAC packet that summarized the related policy issues.

Mr. Geyer stated that Jeanne Roy had contacted him with some questions and comments about the policy on providing the same incentive for material recovery regardless of the end use of the recovered material. Ms. Roy said that Metro needs to consider, as a policy question, whether or not it should promote the burning of mixed waste in the first place. She said that she personally didn't agree with burning because of the heavy metals and other hazardous pollutants it produces. However, if a compromise has to be reached on the issue, then she asked that the hierarchy be adhered to and a differential in incentives be applied so that material would be recycled or composted before being used for fuel.

Jimmy Cozetto replied that the issue of what to do with material is market driven and at some points there may not be another cost-effective market besides the fuel market for the material.

Dave White asked that if policy decisions were going to be made on the issue, he would like to see more background and technical information on the subject. He said he would like to know, for example, the extent of the heavy metal problem in this type of burning. Mr. Geyer replied that Steve Diddy, BFI, Inc., was there at the SWAC meeting and asked that Mr. Diddy give the Committee some more background information.

Mr. Diddy explained that, first, the fuel for the fiber-based fuel process at Metro Central is not mixed waste but paper and plastic. No metal is used in the mix. He also explained that the emissions and the ash are regulated by DEQ and EPA. He said that he doesn't know if the contaminant level is increased through the process of burning, but if that is an issue for this Committee then it is something that needs a more rigorous investigation than just saying, "We don't want to burn." He also

said that if the incentive for making the fuel cubes is too low, then it might be more economical for the operator to simply landfill the material.

Sue Keil said she is not aware of another process currently available for the material being used for fuel cubes, so it is certainly a better option than landfilling. She added that the issue that was getting lost in the discussion was the cost to the ratepayer. Care needs to be taken not to add additional costs to the ratepayers, especially when it's not necessary.

The Committee then asked that a vote be taken on the issues as they discussed them. It was agreed and a vote was taken regarding the standardization of the incentives for materials recovery regardless of the end use of the recovered material. The Committee agreed that the incentives should be standardized, with Jeanne Roy dissenting.

The Committee then voted unanimously that materials recovery incentives should be standardized at both stations.

Regarding a mandatory recovery rate being stipulated for the transfer stations in the next contracts, there was agreement among some members of the Committee that there are too many unknowns for Metro to be able to set a realistic rate. With new MRFs coming on line, as well as other system changes that will alter the nature of the wastestreams going to the transfer stations, it will be almost impossible to predict what a reasonable rate will be at any point in the future.

Mr. Geyer explained that the way the proposals are currently written, the proposers will have to state the recovery level they think they can expect to reach and the materials they expect to recover. Points will be awarded based on their response and how realistic it is. Some members of the Committee expressed concern about how the recovery rate will be enforced. If a proposer commits to a recovery rate in their proposal and then doesn't meet it, there should be some penalty associated with it. There was concern that a proposer could set a high recovery rate, get the points for it, and have no realistic way of achieving it.

Mr. Cozzetto and Gary Penning reminded the Committee that the \$30 per ton avoided disposal credit is a built-in monetary incentive for the operator to recover as much as possible, so chances are the operator will recover as much as they can anyway.

A vote was taken and the Committee unanimously agreed that a mandatory minimum recovery rate should not be stipulated by Metro in the contracts. However, there was still concern about how to hold the operators accountable for the recovery rates stipulated in their proposals. Mr. Cozzetto suggested one solution might be to require that all proposers have a plan that outlines how they will reach their proposed recovery rate and have the award of points be based on that plan instead of the recovery rate. He said it may also help to set a threshold on the amount of potentially recoverable material allowed in any residual. Mr. Geyer stated that the award of points for the materials recovery criteria was based on the proposer's plan.

Regarding the separation of dry waste at the transfer stations, the Committee generally agreed that it was a good idea and should not be prohibited. However, Tom Miller expressed his concern that the added activity not disrupt or have adverse impacts on the other more primary activities at the transfer station, such as getting garbage trucks in and out quickly. Ms. Keil suggested asking the proposers to explain how they would ensure that the dry waste separation project would not interfere with other activities and would not increase wait times for haulers.

Regarding the evaluation criteria, Mr. Geyer explained that proposals are based primarily on cost, with 70 points being awarded to the low bidder and the remaining 30 points being distributed among the remaining criteria. Ms. Keil said that she thought that 70 points for price was too much as it basically negated the importance of the other criteria. She suggested it be lowered to closer to 50%. Mr. Diddy agreed, and said that 30% of the points should be allocated for recovery activities. He also recommended splitting the plan of operation from maintenance and have those two elements dealt with separately. He then said that Metro needs to decide where its commitment to recycling is and that commitment needs to be reflected in the request for proposals.

Councilor McFarland asked the Committee if the consensus was that the 70% point allocation to cost is too much, and the Committee agreed it is. However, no vote was taken.

4. Franchise Applications for Materials Processing Facilities

Andy Sloop, Acting Franchise Administrator, gave the Committee an update on the status of the MRF franchise application process and asked for recommendations for changes to the franchise code. He said that staff is currently drafting agreements with Oregon Recycling Systems and K.B. 1 (K.B. Recycling's existing facility). The Metro Council approved Waste Management of Oregon's franchise and it is being circulated for final signatures. Oregon Recycling Systems is considering siting two source-separated processors at the same site as their MRF operation. These operations will fall under the scope of their franchise agreement, so they will have to provide data to the franchisee (Oregon Recycling Systems) and the franchisee will provide aggregated data to Metro to track the recovery rate. The other issue being considered is the amount of their tonnage authorization.

Sue Keil asked why they would be subject to a tonnage authorization. Mr. Sloop explained that all of the MRFs will operate under a tonnage authorization and the authorization will be used as a monitoring tool to determine whether or not the operation changes significantly from where it was when it began operating. The authorizations are not intended to be rigid but flexible.

Ms. Keil then asked if staff is monitoring land-use approval of the facilities in the jurisdictions in which they will be sited. Mr. Sloop replied that that is being monitored and is a condition for administrative completeness of the application. He said Metro will also be providing on-going information to the City of Portland

regarding recovery rates for the Oregon Recycling Systems' facility as a whole, i.e., the MRF and the source-separated processors.

Regarding the code revision process, Mr. Sloop explained that Regional Environmental Management is about to embark on a revision of Metro's franchise code and would be interested in finding out from the Committee what some of the primary objectives for the revision should be and what the best process would be for accomplishing the revision. He distributed a handout that outlined the discussion.

Mr. Sloop then asked the Committee what they thought the primary objectives of the revision should be. Ms. Keil said that one of the things they have been careful to do in their administrative rules at the City is avoid monitoring what is actually someone else's responsibility. She said that public health and safety (an objective listed on the handout) is probably someone else's primary responsibility.

Ms. Roy said one objective should be to prevent the MRFs from detracting from source-separated recycling. Ms. Keil said the idea is to recycle the maximum amount economically possible. Mr. White said the bigger issue is how much can be recovered from the waste stream and at what cost.

Loreen Mills stated that she did not agree with the objective of allocating the waste stream across facilities. Facilities will take what they can get and the market will dictate where the material goes. She then said that she felt strongly that precise rules and guidelines should be drafted to help companies know when a franchise is needed so that it is clearer for them. Other Committee members agreed that the rules and guidelines should be clear and consistent, and that the franchise permitting process itself should also be clear and consistent.

Carol Devenir asked that the guidelines and process be reviewed by everyone in the wasteshed and even those outside of the wasteshed so they can see how it's being done. Councilor McFarland asked the Committee to think about how other people outside of the Committee could be reached.

Mr. Diddy asked if Metro had been challenged on its ability to deny a MRF franchise based on its assessment that there was no need. Mr. Sloop replied that to his knowledge no such denial has ever taken place. Councilor McFarland said that denial and approval is the role of the Metro Council and the Council does have the authority to deny an application if the MRF is being put in a place where it can put other franchises in jeopardy. To date it has not been done, and needs to be addressed thoughtfully. She said she will ask Metro's solid waste attorney, Dan Cooper, to come and talk to SWAC and bring copies of the Metro code.

Regarding the process for rewriting the Code, Mr. Sloop asked the Committee what they thought the best process would be. For example, should it be done on a broad base involving the public or on a narrower base? Ms. Keil replied that the public is not generally interested in an issue like this, however they are interested in siting and local impact issues. This is probably outside of the purview of Metro, but there

will be a public process as facilities go through local land use processes. However, involving local land use officials in the code rewriting process would be worthwhile.

Dave Kunz said that he would like to see more emphasis on involving the land use people because oftentimes at the local level the land use planners are not aware of all of the issues and intricacies that go along with siting solid waste facilities.

Ms. Roy said that regarding how broad based the process should be, it probably should not involve the public per se, but should involve all interested parties. She said she would favor encouraging a broad base of interested persons to participate.

Mr. Diddy said that it is important to define roles first of all - what Metro does and what local governments do. This can be done before initiating a stakeholder involvement process. Cross-jurisdictional issues need to be clearly defined at the same time.

Mr. Cozzetto said he would like to see a task force put together to analyze existing policies and then bring the information back to the Committee. There should be a combination of staff and task force efforts in the process.

The Committee agreed that they would like to be involved throughout the process and get frequent updates. They also agreed they wanted to be involved in the policy-making side of the process.

Ms. Keil asked if the nuisance issue (odor, dust, noise, litter, etc.) was ever resolved through the yard debris licensing program. She said that in government there is a tendency to pass nuisance issues around, with no one agency taking responsibility for solving these types of problems. Councilor McFarland agreed that such issues should be defined through the code revision process and brought back to SWAC.

5. Discuss Tentative Meeting Agenda for August 21

Due to lack of agenda items and vacation schedules, the Committee agreed to cancel the August meeting and meet again in September.

6. Other Business / Citizen Communications

None.

7. Adjourn

ATTACHMENT #2
(electronic reproduction of comments and responses)

WASTE MANAGEMENT OF OREGON

August 12, 1996

Mr. Chuck Geyer
Senior Planner
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

RE: Review of Draft RFP for Metro Transfer Station Operating Contract(s)

We are pleased to propose the following comments and questions regarding your RFP. Where we ask questions, we believe that more clarification is required in the RFP document regarding that area.

In a number of areas, Metro has overridden Article 13 of the General Conditions and placed contractors at significant financial risk for repairing or replacing major structural components of the facility. We are aware that some of the structures specifically exempted at Metro South are in need of major attention in the short term. Without appropriate disclosure, we might be led to believe that the facility is generally in good to excellent condition when responding to the RFP. We believe that it is imperative that you make known deficiencies available to respondents within the RFP document.

Response: Metro has corrected those areas where Article 13 of the General Conditions were overridden. The annual inspection reports for both facilities is to be included in the final document to demonstrate the condition of the facilities.

Specific comments are as follows:

Request for proposals

Page 2, MCS Materials Recovery, last paragraph: Define "reusable" more clearly.

Response: A definition for reusable has been added to the definitions.

Page 2, MSS Materials Recovery, last paragraph: Define "reusable" more clearly.

Response: A definition for reusable has been added to the definitions.

Page 3, Project Summary, Paragraph 4: The RFP mentions that the contractor may purchase the FBF line at MCS and that details of the purchase are included in the Appendix. We cannot locate those details.

Response: The information will be included in the final document.

Page 3, last paragraph: We are concerned that the 3 year out provision might create an unacceptable ROI situation on invested capital if we are forced out after 3 years. You currently hold 5 year contracts with your contractors. What has changed that now requires this new provision? What construction of facilities requires financing in this instance?

Response: Bond counsel advises Metro that it must have an unconditional right to terminate the contract after three years to comply with the requirements of section 5.03 of the Management Contract Rules. Additionally, bond counsel advises that there must be no legally enforceable right on the part of either party to renew the contract at the end of the 5-year term. Accordingly, bond counsel suggests adding a statement in the RFP that there will be no renewal options at the end of the 5-year term.

Page 3, last paragraph, last sentence: Due to the variable nature of tonnage volume, how can a contractor guarantee that no more than half of the revenue will be in variable payments? This statement must be clarified and proposal instructions specifically written to address this requirement and prevent confusion in the scoring phase of the RFP.

Response: Under the Contract Management Rules, no more than 50 percent of payments can be variable in nature. If circumstances result in variable payments greater than 50 percent, the contract must be restructured or terminated. Language to address this event has been added to Article 13.

Page 4, Paragraph 2: When submitting multiple proposals, should the proposer submit a separate binder for each proposal, or are separate tabs within one binder preferred? Please clarify.

Response: The language has been clarified.

Page 4, last line: "Tone" should be "ton."

Page 6, Paragraph 1: Who will be on the evaluation team, and what will be its structure?

Response: The evaluation team will include one outside reviewer, representatives from the Engineering & Analysis and Environmental Services Divisions of the REM Department, a representative of a Metro department other than REM and a nonvoting representative of the Metro Council.

Page 6, Paragraph 1: The statement "If a proposal is received for Option #1 but not for Option #2 (or vice versa), the proposal will not be evaluated," suggests that Option #3 is the only option that Metro will accept. This statement should be deleted.

Response: No change. The sentence means that if a proposal is, for example, received for Option #1, but no proposal is received for Option #2, then Metro will not evaluate the proposal for Option #1. Vice versa means that if a proposal is, for example, received for Option #2, but no proposal is received for Option #1, then Metro will not evaluate the proposal for Option #2. However, if Metro receives a proposal(s) for Option #1 and a proposal(s) for Option #2, the proposals will be combined in the evaluation and compared to a proposal(s) for Option #3. The reason for this is that Metro wishes to contract for operations for both stations as a result of this procurement. A proposal for operation of only one station could not result in operating contracts for both.

Page 6, Paragraph 3: Please quote the Metro code section that states that the scoring of the evaluation team is not permitted as grounds for an appeal.

Response: 2.04.031(b): "In the case of a request for proposals, disagreement with the judgment exercised in scoring by evaluators is not a basis for appeal."

Page 7, Paragraphs I & 2: Metro should lay out more detailed criteria and point assignments for evaluating the materials recovery and operation and maintenance approaches.

Response: Additional language has been added to describe the criteria.

General: We find it unusual that you are not requesting specific references or information regarding the financial capabilities of the proposers. You may wish to do so in order to weed out proposers that would ultimately not have the resources to ensure a high likelihood of contract compliance. Additionally, you might want to ask for a bid bond to invite only serious contenders.

Response: Metro does not believe a bid bond is appropriate for a proposal. Financial safeguards in the form of performance bonds are required prior to the signing of a contract.

Proposal Questionnaire

Page 2, Materials Recovery, Item 2: "Whetehr" should be "whether."

Response: Agreed. This page has also been modified to request additional information.

Specifications for Metro South

Page 1, Project Description, Item M: Site Security during operating hours. Is it Metro's intent to secure the entire site with chain link fence and one main gate so that the contractor can meet this requirement? Current conditions allow too many uncontrolled access points to the site.

Response: No Change. Metro has not had a history of security problems due to lack of a fence.

Page 2, Operating Plan, last paragraph: The contractor is required to repair any damage to Metro facilities attributed to its operation. Please clarify that damage attributed to the public or events outside the contractor's control will not be attributed to the contractor.

Response: Language has been added to this section to address this concern.

Does Metro warrant that facilities will be in good repair and working order at commencement of the contract?

Response: The condition of the facility will be documented through existing inspection reports and a walkthrough conducted with the existing and new operator during mobilization. A copy of the annual inspection will be included in the final RFP for this procurement.

Page 3, Waste Flow and Hours of Operation, paragraph 1: The current contract closes the facility on New Year's Day. The RFP only includes Christmas Day. Is this an intentional change from current practice?

Response: Yes.

Page 3, Waste Flow and Hours of Operation, second paragraph: Please clarify or provide a possible example of a type of account which may or may not use the facility in the future. Metro should provide a framework or set of criteria by which an account or waste stream is removed.

Response: Metro will delete the 1st sentence of this paragraph.

Page 8, Services Provided by Contractor, Item E: Does Metro plan to make any revisions to the current Procedures Manual? If so, what?

Response: Yes. See the procedures manual which will be available with the final document for changes from the existing version.

Page 8, General Limitation of Liability: Proposed language: "Except as otherwise provided in Section 10 of these Specifications, Metro shall have no duty to reimburse the Contractor for nor, to hold harmless, indemnify, nor defend the Contractor against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever character or kind, which may arise directly ~~or indirectly~~ from ~~or are in any way connected with~~ any negligent acts or omissions of the Contractor which relate to the management or disposal of unacceptable waste."

Response: The language proposed in the draft contract is designed to make clear that Metro will not be liable in any way to a contractor regarding unacceptable waste. Metro is not willing to bear any indirect liability for negligent acts of a contractor in managing or disposing unacceptable waste, and is unwilling to bear any type of liability in any way connected with the unacceptable wastes. The provision will remain unchanged.

Page 9, contractor's Responsibility for Shipped Unacceptable Waste: Please provide details and examples of referenced unacceptable waste. Furthermore, if the contractor is responsible for handling costs, the contractor should be responsible for managing the clean up as well.

Response: See Definitions for an explanation of unacceptable waste. The Contractor is permitted to enter into agreements with disposal site operators to manage such cleanups if it wishes to do so. No change.

Page 11, Safety & Emergency Response, Item I: Please clarify as to what items or minimum topics must be included in the 24-hour training. Will Metro provide this training?

Response: This Section has been revised to clarify training requirements. Metro will not provide such training to Contractor personnel at Metro expense.

Page 11, Safety & Emergency Response, Item K: Are the scale house and HHW facility excluded from this requirement to provide inspections and tests?

Response: Yes (this item is now a different letter).

Page 12, Traffic Control: Significant cost and liability issues are related to traffic control outside the facility and with spotters helping customers to unload their vehicles. Additionally, one hour is insufficient time to remedy a sudden volume fluctuation. Liquidated damages should only be assessed when there is a repeating or ongoing problem. We propose that this language be removed from the RFP.

Response: Metro desires that the operator have sufficient resources to respond to changing conditions at the station. Traffic control is only one of a number of areas for which the operator should have sufficient personnel available. It is however key to maintaining efficient operation and customer satisfaction and is therefore linked to liquidated damages. No change will therefore be made in the language.

Page 12, Security: The contractor cannot be fully responsible for security unless access has been restricted as specified in our comments regarding Project Description, Item M.

Response: See the response to item M regarding Project Description. No change.

Page 12, Recycling Station: The enclosed map in the appendix does not adequately disclose proposed location for the recycling station.

Response: A site drawing indicating the location will be included in the final document.

Page 13, Recycling Station, paragraph 1: The contractor should be protected from changing revenues and expenses related to changing the materials on the recycling list. New or removed materials should be with the approval of the contractor.

Response: Changes to the list would be subject to the additional or deleted work provisions of the General Conditions where such issues are taken into account.

Page 14, Recycling Station, final paragraph: There is too much uncertainty in the risks associated with fluctuations in material mix determined by Metro. The contractor should have the right to delete items for which there is insufficient market value to recover the material. See above comment regarding page 13, paragraph 1.

Response: No change. Metro must provide consistent services to its customers. This is particularly important regarding source separated materials recovery where the activity occurs prior to the customer arriving at the transfer station.

Page 15, Fire Control: Metro should disclose in the RFP that the current system is possibly inadequate and in need of repair. This was determined by Metro's own annual safety inspection.

Response: The annual inspection will be included in the RFP. In addition, the language in this section has been modified.

Page 15, Odor, Dust, and Noise Control: We are not aware of an odor control system installed at Metro South, nor are we aware of an odor problem. Please clarify what you mean by the installed odor control system.

Response: Agreed, this language has been clarified.

Page 16, HHW Facility: The contractor should not be responsible for traffic control at the HHW facility. This operation is unrelated to the remaining operations of the facility.

Response: Traffic control problems at the HHW facility impact traffic at the transfer portions of the site and vice versa. The contractor is in the best position, working in cooperation with Metro HHW personnel, to mitigate such problems. No change.

Page 16-17, On Site Personnel: This language will add significant unwarranted expense to the contract cost. For example, during peak hours, item H requires that the contractor provide two loader operators when there is only one loader. We suggest that you use the same language as Section 28 of the Specifications for Metro Central Station.

Response: The item refers to "loader/equipment operator". It is anticipated that during peak hours equipment such as a skid loader or forklift will need to be operated together with the loader to avoid operational problems currently encountered during peak hours. No change.

Page 20, Buildings, Item D: If the contractor is to be responsible for permit compliance, then wash water pretreatment and treatment facility must be adequate to meet permit requirements. Is the current system adequate to meet permit requirements? If not, this information should be disclosed in the RFP.

Response: Yes, if operated properly.

Page 20, Weighing System, Item A: Due to original construction, some scales do not have appropriate access for cleaning. Metro must provide access or relieve the contractor of responsibility for cleaning scales with poor access.

Response: Agreed. Metro will provide such access.

Page 20, Wash Rack, Item B: What is the physical condition of the existing sewer lines, and do they require replacement in the short term? Shouldn't this be included in Article 13 of the General Conditions?

Response: See annual inspection report. Repair or replacement would be subject to Article 13.

Page 22, Janitorial Services: The current contractor provides services 3 days a week, which we believe to be adequate. Is this an inadvertent or intentional change from the current contract?

Response: Intentional. Metro does not believe the current service level is adequate.

Page 22, Landscape Maintenance: Drainage structures, kiosks, and fences should be included in Article 13 of the General Conditions, or structures needing immediate attention should be disclosed.

Response: Agreed, the language has been modified.

Page 23, Operating Permits: See our comments on Page 20, Buildings, Item D:

Response: See the response to this item.

Page 23, Reporting Requirements: Reports should be due within 15 calendar days of month end to allow adequate time for preparation.

Response: Agreed.

Page 24, Reporting Requirements: The term "financial data" in item (9) is far too general. Metro should either delete the item or be more specific about the exact data that it is looking for.

Response: Agreed, language has been modified.

Specifications for Metro Central Station

Page 1, Project Description, Item L: Site Security during operating hours. Is it Metro's intent to secure the entire site with chain link fence and one main gate so that the contractor can meet this requirement? Current conditions allow too many uncontrolled access points to the site.

Response: Metro has not had site security problems at the site. Metro does not intend to secure the site with a new fence or gate.

Page 3, Operating Plan, last paragraph: The contractor is required to repair any damage to Metro facilities attributed to its operation. Please clarify that damage attributed to the public or events outside the contractor's control will not be attributed to the contractor.

Response: Agreed.

Page 3, Waste Flow and Hours, Paragraph 1: RFP states that contractor shall accept waste delivered 24 hours per day. What is this material and what is the expected frequency of this activity?

Response: The RFP states that contractor shall accept waste from transfer trailers 24 hours a day. In the past the material has been mixed solid waste from a reload such as the Forest Grove Transfer Station, and such material has been delivered only rarely to the facility outside normal operating hours.

Why shouldn't the contractor be entitled to additional compensation if the contractor is forced to remain open during unusual hours solely to accommodate the transfer operator or any other third party's special needs?

Response: Since the waste will arrive in transfer trailer quantities, costs should be minimal and the normal compensation adequate if efficiently handled.

Page 3, Waste Flow and Hours of Operation, second paragraph: Please clarify or provide a possible example of a type of account which may or may not use the facility in the future. Metro should provide a framework or set of criteria by which an account or waste stream is removed.

Response: Metro will delete the 1st sentence of this paragraph.

Page 3, Waste Flow and Hours of Operation, paragraph 1: The current contract closes the facility on New Year's Day. The RFP only includes Christmas Day. Is this an intentional change from current practice?

Response: Yes.

Page 4, Acceptance of Acceptable Waste, Last Paragraph: This appears to be the only reference to planned downtime of the facility. What "planned downtime" is currently or expected to be in place for the facility?

Response: There is none, the language will be deleted.

Page 7, Loading the Compactor: Why are loading specifications different at MCS than at MSS for the same type of compactor and the same type of waste?

Response: Because the facilities are different and there is a dry waste operation. It should be noted that the rate at which loads must be prepared has been added to Section 6 of the Specifications for both stations.

Page 8, Loading the Compactor, Paragraph C: You specify that the contractor must mix dry and wet garbage to maximize the quality of a load. If the contractor is forced to separate the dry waste and ship it separately, then the contractor may not be able to comply with this contract requirement. The language must be modified or deleted in order to adapt it to the new dry waste recovery requirement.

Response: Agreed, the language has been modified.

Page 9, Services Provided by Contractor, Item E: Does Metro plan to make any revisions to the current Procedures Manual? If so, what?

Response: Yes. See the procedures manual which will be available with the final document for changes from the existing version.

Page 10, General Limitation of Liability: Proposed language: "Except as otherwise provided in Section 10 of these Specifications, Metro shall have no duty to reimburse the Contractor for nor, to hold harmless, indemnify, nor defend the Contractor against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever character or kind, which may arise directly ~~or indirectly~~ from ~~or are in any way connected with~~ any negligent acts or omissions of the Contractor which relate to the management or disposal of unacceptable waste."

Response: The language proposed in the draft contract is designed to make clear that Metro will not be liable in any way to a contractor regarding unacceptable waste. Metro is not willing to bear any indirect liability for negligent acts of a contractor in managing or disposing unacceptable waste, and is unwilling to bear any type of liability in any way connected with the unacceptable wastes. The provision will remain unchanged.

Page 13, Safety & Emergency Response, Item T: This item is missing from MCS language, but included in MSS. Is this difference intentional?

Response: No, the two sections will be standardized.

Page 11, Contractor's Responsibility for Shipped Unacceptable Waste: Please provide details and examples of referenced unacceptable waste. Furthermore, if the contractor is responsible for handling costs, the contractor should be responsible for managing the clean up as well.

Response: See definition for an explanation of unacceptable waste. The Contractor is permitted to enter into agreements with disposal site operators to manage such cleanups if it wishes to do so. No change.

Page 12, Safety & Emergency Response, Item I: Please clarify as to what items or minimum topics must be included in the 24-hour training. Will Metro provide this training?

Response: This Section has been revised to clarify training requirements. Metro will not provide such training to Contractor personnel at Metro expense.

Page 12, Safety & Emergency Response, Item K: Are the scalehouse and HHW facility excluded from this requirement to provide inspections and tests?

Response: Yes (this item is now a different letter).

Page 13, Traffic Control: Significant cost and liability issues are related to traffic control outside the facility and with spotters helping customers to unload their vehicles. Additionally, one hour is insufficient time to remedy a sudden volume fluctuation. Liquidated damages should only be assessed when there is a repeating or ongoing problem. We propose that this language be removed from the RFP.

Response: Metro desires that the operator have sufficient resources to respond to the changing conditions at the station. Traffic control is only one of a number of areas for which the operator should have sufficient personnel available. It is however key to maintaining efficient operation and customer satisfaction and is therefore linked to liquidated damages. No change will therefore be made in the language.

Page 14, Security: The contractor cannot be fully responsible for security unless access has been restricted as specified in our comments regarding Project Description, Item M.

Response: No change. See the response to item M regarding Project Description.

Page 16, Recycling Station, final paragraph: There is too much uncertainty in the risks associated with fluctuations in material mix determined by Metro. The contractor should have the right to delete items for which there is insufficient market value to recover the material.

Response: No change. Metro must provide consistent services to its customers. This is particularly important regarding source separated materials recovery where the activity occurs prior to the customer arriving at the transfer station.

Page 17, Fire Control: Metro should disclose any existing problems with the installed system in the RFP.

Response: The annual inspection will be included in the RFP. In addition, the language in this section has been modified.

Page 18, HHW Facility: The contractor should not be responsible for traffic control at the facility. This operation is unrelated to the remaining operations of the facility.

Response: Traffic control problems at the HHW facility impact traffic at the transfer portions of the site and vice versa. The contractor is in the best position, working in cooperation with Metro HHW personnel, to mitigate such problems. No change.

Page 22, Buildings, Item C: If the contractor is to be responsible for permit compliance, then wash water pretreatment and treatment facility must be adequate to meet permit requirements. Is the current system adequate to meet permit requirements? If not, this information should be disclosed in the RFP.

Response: Yes, if operated properly.

Page 22, Weighing System, Item A: Due to original construction, some scales do not have appropriate access for cleaning. Metro must provide access or relieve the contractor of responsibility for cleaning scales with poor access.

Response: Your comment is incorrect, all scales have appropriate access.

Page 22, Wash Rack: It is our understanding that the current wash water discharge system has been out of compliance in the past. Is this an equipment or a procedural problem?

Response: Both have been responsible in the past.

Shouldn't replacement be included in Article 13 of the General Conditions?

Response: Yes.

Page 24, Landscape Maintenance: Drainage structures, kiosks, and fences should be included in Article 13 of the General Conditions, or structures needing immediate attention should be disclosed.

Response: Agreed. The document has been modified to address both concerns.

Page 24, Operating Permits: See our comments on Page 22, Buildings, Item C.

Page 25, Reporting Requirements: Reports should be due within 15 calendar days of month end to allow adequate time for preparation.

Response: Agreed.

Page 25, Reporting Requirements: The term "financial data" in item (9) is far too general. Metro should either delete the item or be more specific about the exact data that it is looking for.

Response: Agreed, the language has been modified.

General Conditions

Page 2, "Force Majeure": Term not completely defined. Furthermore, the entire last sentence should be deleted because uncontrollable events should not be limited. The language used in the last sentence is not typical of force majeure definitions.

Response: Waste Management seeks to eliminate exceptions to *force majeure*, and claims that changes in laws or labor disturbances are not commonly *force majeure*. This is incorrect. Such exceptions are common in contracting, particularly with regard to labor strife. No change.

Page 5, Article 2, Item D: The last sentence should be changed to read: "Contractor shall be responsible to Metro for any and all ~~errors~~ *negligent acts* or omissions in the performance of this Contract and for any and all failures to perform this Contract."

Response: Waste Management seeks to substitute the term "errors" with the term "negligent acts." The proposed change would limit actionable conduct to that in which negligence is involved. On both "acts" and omissions, the original draft language was designed to complement errors and omissions insurance language. No change.

Page 6, Article 2, Item I: Wording should follow closer to the wording in Item J; that is, "Metro shall have the right to ~~inspect~~ *reasonably request* and copy all records...."

Response: Waste Management suggests that Metro should have the right to request documents, but not the right to inspect them. This is a material change. If Metro wants to inspect the records, it should not agree that it only has the right to request them. No change.

Page 6, Article 2, Item K: Waste Management considers our financial accounting records to be proprietary information. We believe Metro should not have the right to review specific information about our income and expenses unless these items are directly associated with the determination of a charge to Metro under the terms of the agreement. In other words, only that financial information that has a direct bearing on how much Metro pays to the contractor should be available for Metro's review or inclusion in any operating report that will become a public document.

Response: Waste Management comments that Metro should not have the right to review specific information about income expenses, unless the items are directly associated with determination of a charge to Metro under the terms of the agreement. Contract Article 2(k) specifies only that the contractor's accounts and records covering charges will be open to inspection. Waste Management's concern, therefore, appears to be addressed.

Page 6, Article 2, Item N: Add to the end of the final sentence as follows: "...binding on the parties hereto, *unless such clause is vital to the performance of the contract, in which case the contractor is able to terminate the contract* "

Response: Article 2(n) provides for a standard severance provision which Waste Management seeks to amend. Under the proposal, if a contract provision which is deemed "vital" to the performance of the contract is voided, the contract is void. This provision is not common and is not clearly contemplated by the agreement. Waste Management's proposal can be rejected since Metro does not desire to apply severance only to "vital" sections.

Pages 9-13, General Comment: Default is never adequately defined. It is crucial to have a clear statement of definition for an event of default.

Response: Waste Management seeks a definition of events of default. From Metro's perspective, a tightly detailed definition of "default" is not required.

Page 9, Article 8, Item A: Please define the term "transfer." It is our understanding that the contractor is responsible for "transferring" the waste from the pit or floor to the transportation trailers.

Response: Waste Management seeks a definition of the term "transfer" in the agreement. The reasons for such a definition are not clear. The contract makes clear that the transfer described is in Metro's general powers, and that its powers concerning solid waste are unlimited except as set forth in this agreement. No definition of the term "transfer" appears to be needed.

Page 9, Article 8, Item B: This statement is in conflict with the Specifications for both transfer Stations, Section 2.0--Operating Plans.

Response: Waste Management states that Article 8(b) conflicts with Section 2, Operating Plans. Article 8(b) requires contractors to cooperate with Metro and any other contractors engaged by Metro for the transportation or disposal of wastes or the operation of transfer stations, or resource recovery, or compost facilities, or any other related projects, so that all portions of the contract may be completed in the most efficient and timely manner, without any interference with work on related projects and contracts. Section 2.0 does not appear to be in conflict with this provision.

Page 9, Article 9, Item A1: If the contractor is required to deliver material to a certain disposal site, why should the contractor be required to acquaint itself with it? The reference to disposal sites should be deleted.

Response: Article 9(a)(1) states that prior to submitting any proposals, the contractor is required to acquaint itself with all transfer and disposal sites and all other conditions relevant to the performance of the contract, and to make all investigations essential to a full understanding of the difficulties which may be encountered in performing the contract. Waste Management asks, why should the contractor be required to acquaint itself with it? The provision in the contract is designed as a form of due diligence by a contractor. Prospective bidders may wish to perform such due diligence and should be held accountable for knowledge that they would have obtained. Waste Management also suggests that the reference to disposal sites should be deleted. The purpose of the provision appears to be for a prospective contractor to acquaint itself with the Metro area disposal system, which includes disposal sites. Accordingly, such provisions are not inappropriate.

Page 10, Article 10, Item A: All references to Metro's "sole" opinion should be changed to read Metro's *reasonable* opinion.

A one hour response time is not enough time to summon qualified workers or replacement equipment in the event of a breakdown or unusual spike in volume. This time limit should be expanded to at least three hours.

Metro must be aware that facility design and customer volume is such that half hour waits are possible and occasionally probable at both facilities. This language should be removed of the time limit extended.

Response: The use of "Metro's sole opinion" in determining whether normal operations are substantially impeded is not unreasonable. Both the one hour and half hour times are operational parameters desired by Metro for which Metro is willing to compensate the Contractor in its prices. Both are under the control of the Contractor by applying sufficient resources and skills. No change.

Page 10, Article 10, Item B: Liquidated damages should only accrue during hours that the transfer station would normally be open for business.

Response: Waste Management states the liquidated damages under Article 10(b) should only accrue during hours that the transfer station would normally be open for business. Article 10(d) states that if a default continues for a period in excess of 24 hours, Metro shall recover no more liquidated damages beyond the 24-hour period or beyond the period the situation exists, whichever is less. The liquidated damage provision is therefore already limited, and need not be limited further to times when the transfer station is open.

Article 11, Item A4: Substantial and sufficient penalties are spelled out in Article II, Items A1A3 to protect Metro in the event of short periods of default. The contractor should have 10 days to correct a problem (all the while paying penalties) prior to facing suspension or termination of the contract. The first sentence and the first word in the second sentence should be deleted in their entirety.

Response: Waste Management states that substantial and sufficient penalties are spelled out in Article 11, Items a(1) through a(3), and apparently therefore suggests that termination or suspension should not be utilized. Circumstances may arise in which a default is so severe that operations must be halted and the contract suspended. To provide for such circumstances, which would undoubtedly only arise in an extraordinary case, this provision should be left intact.

Page 13, Article II, Item E1: An event of force majeure should not result in contract termination at Metro's sole discretion. If the event is truly uncontrollable, the contractor should not be penalized in this manner. Language could be inserted to allow termination of the contract if continued performance is *impossible* due to force majeure, such as an earthquake that completely destroys a station.

Response: Waste Management appears to object to the *force majeure* provision in the remedies provision. That provision states that in the event that any single event of *force majeure* lasts any longer than 10 days, Metro shall have the right, in its sole discretion, to immediately terminate this contract. Metro's view is that terminating the contract as a remedy for *force majeure* effects lasting longer than 10 days is not unreasonable since it may be necessary to protect Metro's, and the region's, interests.

Page 13, Article 11, Item F: See our questions about the three year termination right on page 3 of the RFP document.

Response: Waste Management again questions the three-year opt-out provision. As previously noted, the "3-year opt-out" provision of the contract is required under federal tax regulations.

Page 16, Article 13, Item C2(a) and (b): This language can place a great deal of hardship against a contractor for unforeseen acts of legislation. In particular, the language excluding laws applicable to all persons or entities engaged in the waste management or transportation industries is too extreme. What is the justification for excluding this legislation/fees?

Response: Waste Management questions a provision limiting Metro's obligations to reimburse a contractor for changes in law to exclude local or county law changes in transportation or waste management. The language in this provision only applies to local and county laws. Additionally, the contract language states that Metro will not compensate a contractor for the increased costs if the local or county legislation is applicable only to contractor's activities in connection with the contract, or the local legislation is applicable to persons or entities engaged in the waste management or transportation industries. The provision is narrowly tailored so that Metro does not bear the costs of local jurisdictions' decisions regarding the contractor. Accordingly, it is not unreasonable.

Page 17, Article 13, Item H3: Insert "and facilities" after "equipment" on line 2. Also, please clarify that the amount is twenty thousand dollars. It appears that a period is in the place of a comma.

Response: The language has been modified to include equipment as well as include other changes describing maintenance dollar thresholds for all maintenance including capital replacement, for which costs the contractor will have a share.

Page 17, Article 13, Item H4: Proposed language: "Metro shall not be responsible for any repair or equipment replacement costs resulting from Contractor's negligence or misuse or abuse of the equipment and facilities provided by Metro ~~including any damage caused by Unacceptable Waste being received at the facility.~~"

Response: The language has been modified to state "including, but not limited ..."

Page 18, Article 14: Metro has several means of recovering reparations in the event of the contractor's nonperformance. Examples include the ability to withhold payment for tonnage collected, notice to surety of nonperformance, and collection against insurance with substantial coverage limits. Why then, is this retainage required, and what meaningful purpose does it serve?

Response: Remedying an incidence of Contractor's nonperformance may require the immediate payment to mobilize equipment and personnel. Metro wishes to have funds available for such expeditors.

Page 19, Article 15 B(2): After "If Metro rejects Contractor's proposal but orders the additional work to be performed, Contractor shall perform the additional work," add "*under the force account provisions specified in Article 15, Item C.*"

Response: Metro has clarified the language to reflect this intent.

Page 21, Article 16, B(3): Add the following to the end of the last sentence: "(3) where there is filing of any claim against Metro or Contractor, *related to the contract.* "

Response: Waste Management suggests that in Article 16(b)(3) the retainage provision be limited to items related to the contract. This suggestion defeats the purpose of 16(b), which is designed to allow general withholding of payments where there is any claim against Metro or a contractor. Metro does not desire to limit the circumstances of retainage, no change.

Page 22, Article 17, Item B: Proposed language: "Contractor shall indemnify, and hold Metro harmless from and against any and all claims...and all expenses arising from such claims..., if such claims or expenses ~~allegedly or actually arise or result~~ *arise directly from directly or indirectly, or are in any way connected* with:

1. The performance or nonperformance of any provision or requirement of the Contract by Contractor, its officers, employees, subcontractors, agents or servants;
2. Any of the *negligent* acts or omissions of Contractor its officers, employees, subcontractors, agents or servants;
3. The failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any *material* respect with the provisions..."

Response: Waste Management suggests that the indemnification language in Article 17(b) be limited to items directly arising from the negligent acts of contractor. The original indemnity language provides for greater indemnity. No reasons are set forth for Metro to limit the scope of the indemnity it receives. The proposed suggestion is rejected.

Page 22, Article 17, Item C: Proposed language: "In addition, Contractor shall, upon demand of Metro, at Contractor's sole cost and expense, defend ~~and provide qualified attorneys acceptable to Metro under service contracts acceptable to Metro to defend~~ Metro, its officers,...against any and all claims... of whatsoever character or kind, arising ~~or resulting from directly or indirectly, or are in any way connected with~~ *from*:

1. The performance or nonperformance of any provision or requirement of the Contract by Contractor, its officers, employees, subcontractors, agents or servants;
2. Any of the negligent acts or omissions of Contractor its officers, employees, subcontractors, agents or servants;
3. The failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any material respect with the provisions..."

Response: Waste Management desires to delete the requirement of providing qualified attorneys acceptable to Metro to defend claims. As the owner of the facility, it is reasonable for Metro to be able to select attorneys for its litigation. No change.

Page 24, Article 19, Item D1(c): Why the need for FELA and "Jones Act" Coverage for captains and crews of vessels? This is an uncommon request, particularly when no federal employees are involved with the administration of the contract.

Response: Agreed.

Page 25, Article 19, Item D2(a): Your reference Article 8 appears incorrect. Do you mean Article 17?

Response: Yes, the language has been changed.

Page 26, Article 20: We suggest that a section be added as follows: "Metro is responsible for securing and maintaining all permits or licenses that by law may be secured only in the name of the property owner."

Response: Metro has modified the language to ensure its cooperation in the Contractor securing such permits.

Page 26, Article 22: Current contractors are not required to pay real property tax. Is this an inadvertent addition, or is it intentional? As a government owned facility, is it exempt from property tax?

Response: Waste Management questions whether Article 22, dealing with taxes and fees, should include real property taxes. Article 22 simply states that any tax which is imposed upon Metro will be the responsibility of the contractor to bear, and that the contractor will bear the risk of any increase in fees or taxation. Under this circumstance, the inclusion of real property taxes is not unreasonable, even if, as a matter of law, real property taxes are not imposed upon the Metro-owned facility. No change.

Page 26, Article 23: Add the following sentence to the end of the Article: *Title to Unacceptable Waste shall immediately upon discovery revert to the original generator/transporter.*

Response: The language has been modified to reflect this suggestion.

Page 29, Article 29, Item D: Metro should clarify and make known that Sunday is a legal holiday under ORS 279.334.

Response: Waste Management suggests that Metro should make clear that Sunday is a legal holiday under ORS 279.334. The statute, which states Sunday is a legal holiday, speaks for itself. The proposed contract language is sufficient.

Technical Appendices

Tonnage Projection Memo to Geyer from Anderson/Stone, Metro Central Section 3a(ii): We challenge the assumption that the proportion of fiber-based fuel stock in mixed waste will not change over time. Commercial recycling programs continue to divert fiber from mixed solid waste loads.

Response: No change.

Summary of Loads and Tonnage's: We assume that the credit customers are larger commercial haulers, and that the cash customers are generally the public and small commercial haulers. Please clarify if possible.

Response: Generally your statement is true. See memo dated 7-11-96 from Stone to Geyer for data on the average size of the loads.

Please feel free to contact me for clarification about any of the points we raised within this letter, or for any other related input. Best wishes to you as you enter the next phase of the RFP.

Sincerely,
WASTE MANAGEMENT OF OREGON, INC.

Garry Penning
Division President & General Manager

CG:ay
S:\SHARE\GEYESTATIONS\REBID\COMMENT.WMX

BROWNING FERRIS INDUSTRIES

August 14, 1996

Jim Watkins and Chuck Geyer
Metro Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232

Dear Jim and Chuck:

We appreciate the opportunity to review and comment on the Draft RFP for operating one or more of the Metro owned transfer stations. Especially since the solid waste landscape is, at present, so dynamic.

By dynamic I mean -- changing. Metro and the Region's waste stream are both under going major changes and the resulting impacts will be dramatic. Metro will change with the selection of a new REM Director; the possible reorganization of the REM to accommodate new "strategic directions"; the results of Stakeholders meetings; and, an examination of new rate options by the Executive. The Region's waste stream will change with Metro's new (and still evolving) policy on MRF'S; and, the franchising of new private MRF's which will divert recoverable materials and tonnage away from the Metro system. These changes will make predicting the solid waste future at the transfer stations, well, challenging.

It's because of this potential for change that we appreciate Metro's decision to utilize an RFP process. We feel that asking vendors to respond to an RFP will encourage creative solutions from industry players and supply the flexibility that these dynamic times require. With that in mind, we encourage Metro to remain open to, and ask for, alternative provisions from their respondents.

The following pages contain our specific comments and questions on the Draft RFP for the operation of one, or more, of your transfer stations. Thank you for this opportunity to comment prior to the RFP's release.

Sincerely,

Steve Diddy
BFI, Portland District

1. **RFP for both stations, Background, page 2, first sentence:** "The transfer station operator is responsible for materials recovery." Please explain what you mean by that. Is this a requirement? For commercial and residential?

Response: It should be noted that the "BACKGROUND" section of the RFP refers to the current operations. What is meant by the above reference is that the current transfer station operators are responsible for materials recovery. For a definition of that term see the definition section of the General Conditions. In addition, minimum recovery levels have been added to the Specifications. It will be the operator's responsibility to achieve these levels or be in default of the Contract from the incoming wastestream be it commercial or residential.

2. **RFP for both stations, page 2, MCS Materials Recovery, end of first paragraph:** After the words "Browning-Ferris Industries," add the following, "and will be purchased by the contractor and operated according to the contract." The FBF cuber and the bag breaker are essential components to the materials recovery operation of MCS and their use, maintenance and continued operation should be a requirement of the RFP.

Response: Metro does not wish to require a Contractor to purchase this equipment since their proposed materials recovery approach may not require it.

3. **RFP for both stations, page 2, MCS and MSS Materials Recovery:** Metro provides a discount to the general public for source separated recyclables. For the new contract, we would like to see this practice extended to the commercial and industrial sector as well. A variable gate rate is invaluable for attracting high grade loads for materials recovery, especially in the case of FBF where there are no other recovery options. A variable gate rate demonstrates Metro's commitment to materials recovery and offers the transfer station operators a superior option than their current ability to rebate.

Response: Metro will work with the next operator(s) to maximize cost effective materials recovery. A variable gate rate will be considered depending on the materials recovery activities proposed by the successful proposer(s). Proposers should not assume such a variable rate will be available in their proposals, except for source separated wood and yard debris as contained on the price schedule. The successful proposer(s) will be permitted to share the Recovery Credit payment with haulers in order to attract such high grade loads.

4. **RFP for both stations, page 3, 3. Project Summary:**

- A. The current recovery credit payment is (approximately) \$35-\$38 per ton. We feel reducing the credit to \$30 per ton, regardless of revenue and maintenance sharing arrangements, will negatively impact the materials recovery success that Metro has invested in, and worked hard to build. A decrease in the recovery payment would have a negative effect on the amount of tonnage diverted from MCS and the potential diversion from MS S -- and, it would send a signal to the community that Metro is no longer committed to the ideals of materials recovery.

Instead of the suggested reduction, we feel Metro should reference the current recovery payment of (approximately) \$35-\$38 per ton and ask for the bidders to suggest their best, and most cost effective arrangement/option for materials recovery, credits and payments. This maintains the spirit of a Request for Proposals, and allows for creative solutions (that may have otherwise been missed) to be brought forward.

Response: The current recovery credit was based on Metro's savings from transport and disposal. It was available at the Metro Central Station only and was a cost effective subsidy for recycling

since maintenance costs were the responsibility of your firm as a settlement for the failure of the materials recovery system to pass the facility acceptance test. Under this proposed RFP, the recovery credit will be extended to both facilities, doubling the incoming tonnage base for materials recovery. The policy of cost effectiveness is consistent with the previous arrangement at Metro Central in that the subsidy for materials recovery is limited to Metro's avoided cost of transport and disposal plus the additional costs due to maintenance of materials recovery systems. Since Metro will be sharing in maintenance costs which were previously the responsibility of the MCS contractor, the financial effect to the Contractor should be roughly equivalent to receiving the higher subsidy.

- B. As mentioned above, we feel the bidders must purchase the bag breaker and FBF cuber as part of the contract. In the third sentence of the fourth paragraph, change the "may purchase the FBF line", to "must purchase..."

Response: As stated above, Metro wishes to allow proposers flexibility in maximizing cost effective materials recovery. No change.

- C. Dry Waste: As mentioned on page 1 of this response, the amount and content of the solid waste stream entering the Metro Central Station will be impacted by Metro franchises and Metro policies (still in process). It is therefore difficult to predict the amount of dry waste, during the next 5 years, may be diverted.

We understand the need to estimate (cap) an amount of dry waste to comply with the fixed portion of the bond requirements, but we feel it is unnecessary to require a penalty if the amount is not reached. Especially if the reason was due to circumstances out of the contractor's control (such as a greatly reduced waste stream, or one in which the dry waste had already been removed).

Response: Given the large financial impact of this item, Metro believes guarantees are reasonable. No change.

- D. The contract should allow for increases in disposal costs that are independent of what the CPI would allow. We think the separation of dry waste to limited purpose landfills should be a partnership arrangement with Metro, and should be regularly evaluated for profitability.

Response: Metro feels that to provide a level playing field for proposers, the CPI is the appropriate method of price adjustment.

- E. Please define "variable payments" in the definitions.

Response: Agreed.

5. RFP for both stations, page 4, a: What is meant by "...overview of approach...?"

Response: In addition to those specific items mentioned under this item, summarize the materials recovery, operational and maintenance narratives submitted in response to the Questionnaire.

6. RFP for both stations, page 4, 4.b. Proposal Forms, 1. Option #1:

Item A: Change the "...lump sum price for the first 18,000 tons received each month." to "21,000 tons...". A larger fixed portion helps protect the 50% rule of the bonds and allows for a greater potential for materials recovery. There is little to no likelihood that volumes would drop below 21,000

tons per month over the next three years (at which point Metro would have an opportunity to change the contract).

Response: See changes to this item in the Price Schedule.

Item C calls for a price for each ton of source separated yard debris and wood (note- the sentence has no period). What are we asked to do with this source separated material once we receive it?

Response: Anything consistent with the definition of "Recovered Materials".

What are we being asked to price? (Note: this item appears in all three price schedules.)

Response: The price is the only payment the operator will receive for these materials. Proposers should therefore consider pricing this item accordingly.

7. RFP for both stations, page 6, 5. B. Evaluation of Proposals:

As our comments (below) reflect, we feel that placing the majority of the evaluation criteria on the lowest bid is out of balance with the operational, maintenance, recycling, and materials recovery objectives Metro diligently endeavors to pursue. Considering the cost of the transfer operations is less than 10% of the tipping fee (and tipping is about 30% of the customer's rates) the cost of the transfer operations does not have a major impact on garbage rates. Quality operations and good service are more significant (to Metro) than a small difference in price.

In place of the 70% (cost), 10% (materials recovery) and 20% (operations and maintenance) approach, we suggest a balance of cost and service that we feel will ultimately be more beneficial to Metro:

- 50% cost;
- 20% materials recovery,
- 20% operations and maintenance; and,
- 10% value added services.

(Value added services is what Metro would gain 'above and beyond' what is specified in the contract. Value added services represents a partnership arrangement with Metro's contractors and the community.)

Response: Metro believes that the 30 points available for non-cost items will ensure that higher quality proposals will overcome small differences in price. Proposers are free to propose under the materials recovery and operations and maintenance portions of their proposals, services which exceed the standards specified in the RFP. Proposals with value added above and beyond other proposals will receive higher scores. Metro believes these areas are broad enough to allow proposers the opportunity to propose enhancements which will be of value to Metro. No change.

- A. Evaluation Process, end of second sentence: Keeping in the spirit of an RFP. We recommend adding "and whose base proposals meet Metro's minimum requirements, however, alternative provisions will also be accepted and evaluated equally."

Response: Metro believes that adequate flexibility is provided to proposers in their materials recovery, operation and maintenance approaches. No change.

- B. Cost: As mentioned above, basing 70% of the evaluation criteria on cost will result in companies bidding so low they will not be able to satisfy Metro's high standards for operations, maintenance and materials recovery. Metro's SWAC has discussed this issue and has sent a formal recommendation to

the REM committee to lower this criteria to 50% of the total points awarded. Our recommendation is consistent with SWAC'S.

Response: The SWAC Committee did not send a formal recommendation to the REM committee to lower the cost criteria to 50%, although your firm did advocate such a reallocation at the SWAC meeting referenced. There was no consensus on reallocating cost criteria points to other criteria. No change.

C. Materials Recovery:

How will "...consideration be given to cost effectiveness of the proposed approach by considering the market value of recovered materials and the cost of recovery."? Please define Metro's "goal (policy) of cost effective materials recovery transfer stations."

Response: Cost effective materials recovery is recovering materials without financial subsidies other than those offered in the RFP.

We feel that awarding only 10 points to materials Recovery is too low. If we are going to take Metro's Region-wide recycling/materials recovery goals seriously, then everyone is going to have to make contributions -- and, that includes the people that run the transfer stations. The transfer stations are too integral a part of Metro's system to be left out of the materials recovery job that still lies ahead.

Metro SWAC agrees with this point of view and has made a formal recommendation to the REM committee to raise this criteria to 20% of the possible points. Our recommendation is consistent with SWAC'S.

Response: The SWAC Committee did not make this recommendation. Metro believes that it is providing an adequate subsidy and operator flexibility will result in cost effective materials recovery at the facilities. In addition, Metro is reserving the right to recover materials the Contractor chooses not to recover.

8. Performance Bond: Is this a bond to be called in the event the contractor defaults, and Metro must mobilize the remainder of the contract?

Response: See the provisions of the bond and the appropriate sections of the General Conditions contained in the RFP for an explanation of the purpose and provisions of the bond.

If so, the amount should be an annually decreasing amount under the assumption as the contract approaches the end date, it will take less money for Metro to finish the contract work.

Response: The amount of the bond (\$1,000,000) is not sized to performance of the entire contract but only for that period for which a replacement provider would be obtained. No change.

9. Specifications for Metro South Station, Page 20, 31.7 c.: How do we clean this area and how often? What is required?

Response: Metro will delete this requirement.

10. Specifications for Metro South Station, Page 21, 32.0: How must the accumulated dust within the transfer building be cleaned of dust? Must it be accomplished at least weekly?

Response: Yes it must be cleaned weekly and the operator may use whatever method it wishes.

11. **Specifications for Metro South Station, Page 22, 33.0:** What is included in "a drainage structure"?

Response: The two stormwater outfalls into the pond, the two inlets feeding them as well as the compost filter, and the outfall from the pond.

How do kiosks and fences get damaged? What are you referring to as a "kiosk".

Response: They are damaged by natural events such as wind storms and floods as well as vandals. The kiosk is the shelter located near the pond.

12. **Specifications for Metro Central Station, Page 6, 7.2:** See 4.C.

Response: See response to 4.C.

13. **Specifications for Metro Central Station, Page 14, 18.0:** Qualified Rehabilitation Facility. Please define "facility".

Response: The reference to a QRF has been changed to a "third party" or as a change order to the Contractor's work. In addition, "reusables" has been expanded to materials the Contractor chooses not to recover.

Explain how this will work and what impact this would have on the daily running of the facility. Who supervises these people? Where will they be?

Response: These details would be resolved during negotiations.

14. **Specifications for Metro Central Station, Page 16, 18.2:** Second paragraph. last sentence. end sentence at Fiber Based Fuel, delete the rest starting with "should the

Response: No change.

15. **General Conditions, page 2, Force Majeure:** please complete definition.

Response: Agreed.

16. **General Conditions, page 10, Article 10:** Strike sentence "In the sole opinion of Metro" and "Metro's sole opinion"

Response: In Article 10, dealing with the provision of liquidated damages, BFI desires to remove "Metro's sole opinion." For the reasons set forth in the response to the comments of Waste Management, the "sole opinion" provision is not unreasonable as a matter of law.

17. **General Conditions, page 23 Article 19:** A paragraph needs to be included dealing with self insurance, Add, "Insurance requirements of article 19 may be met in whole or part by a qualified self insurance plan."

Response: Language has been added to permit self insurance.

18. **General Conditions, page 26, article 23:** Change from "Title to waste" to "Title to acceptable waste." Each and every bag is not thoroughly inspected for medical waste or other hazardous wastes. Page 10, section 10.3, 11.0, and 12.0 for central and page 8 section 9.3, 10.0 and 11.0 for South summarizes responsibility dealing with unacceptable wastes.

Response: BFI suggests changing the title of Article 23 from "Title to Waste" to "Title to Acceptable Waste." As a general matter, titles to articles in agreements are not controlling in the interpretation of the provision of an agreement. According, this change is not material.

19. **General Conditions for Operation of both transfer stations, page 17, H. 1 :** What is meant by the term "Preventative maintenance"? When does it apply and under what circumstances will Metro act as a partner in PM? How does repair and replacement enter into the PM category?

Response: Preventative maintenance activities are those detailed in the maintenance manual for Metro Central and the manufacturer's manual for specific pieces of equipment at both facilities.

20. **General Conditions for Operation of both transfer stations, page 17, H.3:** Please list the pieces of equipment that Metro values at \$20,000 or greater.

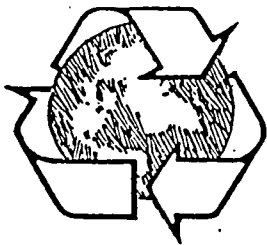
Response: The value of most major items is contained in the Renewal and Replacement Report for the facility, a copy of which is available upon request. Both this item and H.2 have been revised. In addition, the limit in H.5 has been increased to \$40,000.

21. **General Conditions for both, Appendix:** Please provide a list for extraordinaire (sic) equipment -- and, a list showing which equipment falls under the 50%, 65% and 100% maintenance cost sharing categories.

Response: The "Extraordinary Equipment Repairs and Replacement List" has been deleted from the RFP (see response to item 20). An equipment list for the facilities is located in the Appendix.

CG:ay

S:\SHARE\GEYE\STATIONS\REBID\COMMENT.BFI



RECYCLING ADVOCATES

2420 S.W. Boundary Street, Portland, Oregon 97201 (503)244-0026

RECEIVED

August 9, 1996

AUG 12 1996

METRO REGIONAL
ENVIRONMENTAL MANAGEMENT

Chuck Geyer
Metro REM
600 NE Grand
Portland, OR 97232

Subject: Draft RFP for operation of transfer stations

Dear Chuck:

Metro's material recovery payments should be structured to support the region's waste management hierarchy: reduce, reuse, recycle, compost, recover energy. We support Metro's payment to St. Vincent de Paul to pull out reusable materials. However, there is no incentive for the transfer station operator to recover materials for recycling or composting over burning for fuel. The draft RFP calls for a \$30 recovery credit no matter what the ultimate use of the material.

We ask you to develop a differential credit that favors composting/recycling over burning. For example, \$30/ton for burning and \$45/ton for composting/recycling; or \$25/ton for burning and \$40/ton for composting/recycling. Restructuring the incentives has the potential to shift wood and paper to composting/recycling sometime in the near future, especially when food composting becomes a part of the waste management system. It could be done in a way that doesn't jeopardize current recovered tonnage.

The reason this issue is important is that practices higher on the hierarchy save more resources and energy than practices lower on the hierarchy. Adhering to the hierarchy is the policy of both Metro and the State. Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in cursive script that reads "Jeanne Roy".

Jeanne Roy, President
Recycling Advocates

**METRO STAFF RESPONSE TO
RECYCLING ADVOCATES' LETTER OF 8-9-96**

Metro staff examined a variety of contract structures to maximize both materials recovery and the recovery hierarchy. Staff concluded, and the Solid Waste Advisory Committee to Metro concurred, that attempting to structure a stratified subsidy for recovery, based on the hierarchy, would be extremely difficult to do and could well lead to a decline in the overall recovery rate at the facilities.

The difficulty in constructing a stratified subsidy is that while costs can be approximated to recover the materials, the revenue from materials has vacillated wildly over the past several years. Our experience with the current operator at Metro Central has been that with a dynamic market and changing wastestream due to the advent of materials recovery facilities, the operator should be allowed the flexibility to utilize a materials recovery subsidy to maximize recovery as appropriate at the time. Given the natural cost advantages of the hierarchy (it costs significantly more to make a fuel than to recover for reuse), the stratified subsidy advocated exists to some extent already.

Staff recommends no change regarding this issue.

GC:ay

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EXHIBIT A

Request for Proposals for the Operation of the Metro South and/or Metro Central Transfer Stations

RFP #96R—31—REM

DRAFT
SEPTEMBER 1996

**Metro
Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232
503-797-1650**



TABLE OF CONTENTS

	PAGE
1. INTRODUCTION.....	1
2. BACKGROUND	1
3. PROJECT SUMMARY	3
4. PROPOSAL INSTRUCTIONS/CONTENTS	4
5. EVALUATION OF PROPOSALS.....	6
6. GENERAL PROPOSAL/CONTRACT CONDITIONS.....	7

APPENDICES

**REQUEST FOR PROPOSALS FOR THE
OPERATION OF THE
METRO SOUTH AND/OR METRO CENTRAL TRANSFER STATIONS**

1. INTRODUCTION

The Regional Environmental Management (REM) Department of Metro is requesting proposals for the Operation of the Metro South and/or Metro Central Transfer Stations (RFP #96R—31—REM). The work involves the transfer of approximately 350,000 tons of solid waste received annually at each facility, into transfer vehicles for disposal, after removing materials for recovery, for a five year period.

Metro is a regional government serving the Portland metropolitan area, organized under the laws of the State of Oregon and the 1992 Metro Charter. Proposals will be received at the reception desk of REM, attention Chuck Geyer, 600 NE Grand Avenue, Portland, Oregon 97232, until 4:00 p.m., on Friday, _____. Details concerning the project are contained in the request for proposals (RFP) and background documents. Copies of the RFP and background materials may be obtained by contacting Regional Environmental Management at (503) 797-1650.

2. BACKGROUND

Metro is responsible for the disposal of solid waste generated within its jurisdictional boundaries. A system of three transfer stations currently receives mixed solid waste prior to transport and disposal at general purpose landfills. Two of these transfer stations (Metro South and Metro Central) are owned by Metro. The third station is the Forest Grove Transfer Station which is privately owned and operated. Only the Metro transfer stations are the subject of the work described herein.

Metro South Station (MSS) is located at 2001 Washington Street, in Oregon City, Oregon, and can be reached by taking the Molalla/Park Place Exit (Exit 10) off I-205. Metro Central Station (MCS) is located at 6161 NW 61st in Portland, Oregon, and can be reached by taking St. Helens Rd (HWY 30) to Kittridge Ave., left on Front, left on 61st. Location maps are contained in the Appendix.

All of the waste received at MSS and MCS that is destined for a general purpose landfill is disposed at the Columbia Ridge Landfill in conformance with the Waste Disposal Services Contract between Metro and Oregon Waste Systems. The landfill is located in Gilliam County, Oregon, approximately 150 miles east of Portland. The waste is transported to this landfill by Jack Gray Transport in conformance with the Waste Transport Services Contract with Metro. Both the transport and disposal contracts expire in the year 2009.

Waste is delivered to each facility by both the general public and commercial haulers. Upon arrival at the facility, the waste is weighed by Metro at scalehouses as described more fully herein. The transfer station operator then directs the unloading of the waste, removes recoverable materials for market, and then compacts and loads the residual into transfer trailers (at approximately 29 tons/load) for disposal. Volumes of waste projected to be received at each facility are contained in the Appendix.

The transfer station operator is responsible for materials recovery. Historical volumes of materials recovered by facility are contained in the Appendix. Such volumes are higher at MCS due to its materials recovery systems and flat floor design.

MCS Materials Recovery

There are three main materials recovery systems available at MCS. The first is called the MSW 400 line. This line is a collection of equipment designed to high grade paper for either baling and shipment to market or as feedstock for the Fiber Based Fuel (FBF) system to make fuel cubes. The 400 line is owned by Metro and is more fully described in the operating and maintenance manuals, as well as the drawings available for review. The FBF system (and the associated bag breaker currently located at the front end of the 400 line) is owned by the current operator, Browning Ferris Industries.

The FBF system is the second major materials recovery system at MCS. It is more fully specified in documents and drawings described in the Appendix. The FBF system takes feedstock from the 400 line (after processing through the shredder and magnet of the woodline) and compresses the materials into fuel cubes for use in an industrial boiler. Volumes of FBF produced and sold are contained in the Appendix.

The woodline is the main materials recovery system as shown in the volumes of hog fuel produced. See the drawings and manuals for a complete description. Preprocessing for the woodline and other materials recovery is accomplished mainly on the floor by manual means.

Metro provides a discount to the general public if source separated recyclables are available from their load. Metro is conducting a pilot to obtain reusable from the public.

MSS Materials Recovery

The lack of materials recovered at this station is due to its pit design. Recovery is accomplished mainly by removing source separated materials from public loads.

In addition, approximately 2 to 3 thousand tons of waste annually from MSS is shipped to the Marion County Waste to Energy Facility. This is done on an "on-call" basis, utilizing a transport contractor with payloads of approximately 24 tons.

Metro provides a discount to the general public if source separated recyclables are available from their load. Metro is conducting a pilot to obtain reusable from the public.

Other On-Site Activities

Transfer trailers are shuttled to and from the compactors by Metro's Waste Transport Services Contractor. At MSS, the contractor has an attached parking lot in which full and empty trailers are staged. At MCS, the contractor utilizes a nearby parking lot. This contractor is responsible for providing a trailer in a timely fashion for loading.

Metro personnel operate the on-site scalehouses and household hazardous waste facilities. There are two scalehouses at MSS and three at MCS. The scalehouses are used to determine the weights of materials for the basis of payment.

Each site has a household hazardous waste (HHW) facility operated by Metro that receive HHW from the general public. Conditionally exempt generator waste is also received at the facility located at MCS and this program may be expanded to MSS. These facilities are also used to process the unacceptable waste found by the station operator for disposal (if the waste is classified as conditionally exempt or HHW).

3. PROJECT SUMMARY

(The following applies to both stations unless specifically noted)

The purpose of this RFP is to solicit proposals to operate either or both of Metro's transfer stations. Details concerning the services to be provided by the successful proposer are described in the Scope of Work for each facility that is contained in the Appendix of this RFP. The information provided in this section is intended as a summary only. These Scopes of Work will be finalized and incorporated into the Contract(s) as part of the negotiation process.

Three service options are being requested in this RFP. First Metro is requesting a proposal for operation of MSS only. The second service option is for the operation of MCS only. The third is for the operation of both transfer stations.

Generally, the work consists of the transfer of waste received at the facility into transfer vehicles owned and operated by the Waste Transport Services Contractor. Payment for this service will be made on the basis of incoming weights as established at Metro scalehouses at both transfer stations. Payment will consist of a fixed monthly lump sum as well as a variable portion based on the amount of waste received.

In addition, the operator can recover materials for sale to markets. For each ton of materials recovered, the operator will receive a recovery credit payment from Metro (\$30/ton) and retain 100% of the revenues from the sale of materials. These payments are in addition to the payments based on incoming tons. Contractor must achieve a minimum recovery rate of 1% at MSS and 3% at MCS.

As part of its proposal, proposers may purchase the FBF line at MCS. Details concerning the purchase of the FBF line are contained in the Appendix.

The work also includes the separation, transport and disposal of up to 50,000 tons of dry waste received at MCS. The proposer can propose to separate dry waste from incoming tons which is appropriate for disposal at a limited purpose landfill as that term is defined herein. The proposal must contain the tonnage which will be separated, and the cost to separate, transport and dispose of the separated dry waste. The proposed amount cannot exceed 50,000 tons annually and the amount proposed must be guaranteed. Failure of the successful proposer to achieve the guaranteed amount will result in a reduction in payments.

The length of the negotiated contract with the successful proposer will be for a period of five years. Due to the type of financing used to construct the facilities, Metro must retain the unconditional right to terminate the contract at the end of three years. If Metro does not terminate the contract at this point, the two remaining years of the contract will be exercised. An additional financial restriction is that no more than fifty percent of the revenue due the Contractor may be made in variable payments.

4. PROPOSAL INSTRUCTIONS/CONTENTS

Six copies of each proposal should be submitted. All proposals must be submitted no later than the time prescribed, at the place, and in the manner set forth in the INTRODUCTION to this RFP. The information submitted in the proposal should describe how the work, described more fully in the Appendix to this RFP, will be accomplished.

There are three service options for which proposals can be submitted. Proposers can submit a proposal for Option #1, #2 or #3, however, if the proposer wishes to submit proposals for more than one option, each should be submitted as a separate proposal, in a separate binder, except for supporting documents which may be submitted only once and referenced.

The proposal should contain the items and be in the order as described below.

- A. Transmittal Letter: As part of the proposal, submit a transmittal letter. The letter should provide an overview of the approach that will be used to accomplish the work, including which option the proposal is for.

Include in the overview who is to be the contact for the project and who in the firm has authority to sign the agreement with Metro if a contract is awarded to the firm. State that the proposal will be valid for a minimum of 120 days. Also detail which other firms will be involved in the project and their roles.

- B. Proposal Forms: Two sets of forms- "Schedule of Proposal Prices" and "Proposer's Questionnaire" are to be filled out and submitted as part of the proposal. Failure to complete the forms may result in the rejection of a proposal. Instructions for completing the forms follow.

1. Schedule of Proposal Prices: There are three service options for which proposals may be submitted. Option #1 is for operation of Metro South Station (MSS). Option #2 is for operation of Metro Central Station (MCS) and the transport and disposal of up to 50,000 tons of dry waste. Option #3 is for operation of both transfer station and the transport and disposal of dry waste. Prices submitted should include all costs necessary to perform the work.

Option #1 - Operation of Metro South Station - Consists of the following four items.

Item A calls for a single lump sum price for the first 21,000 tons received each month.

Item B calls for a price per ton for each of four tonnage categories. It should be noted that for purposes of both payment and calculating the total proposal price, the per unit price will be multiplied times the number of tons occurring in that category and added to the lump sum. For example, if 32,000 tons are received at the facility during a month, the first 21,000 tons are accounted for in the lump sum payment, the next three 3,000 ton increments are multiplied times the per unit price for categories one through three and added to the lump sum, and the remaining 2,000 tons are multiplied times the unit price for category four and again added to the lump sum to compute the total transfer payment for the month.

Item C calls for a price per ton for each ton of source separated yard debris and wood.

Item D calls for the percent of the change in the consumer price index (as described in the General Conditions) the proposer will accept as the annual adjustment in Items A, B, C and D. The first adjustment to prices will occur effective July 1, 1998.

Option #2 - Operation of Metro Central Station Consists of four items similar to Option #1 and an additional Item E.

Item E calls for the number of dry waste tons the proposer is willing to guarantee annually for disposal of at a limited purpose landfill (up to a maximum of 50,000 tons); and the price per ton for processing, transport and disposal. Proposers should assume that the per ton price will be adjusted by the percentage submitted under Item D for this option.

Option #3 - Operation of both Metro South and Metro Central Stations Consists of the items contained under Options #1 and #2.

2. **Proposer's Questionnaire:** The questionnaire is to be filled out to address the option being proposed. Attachments may be included as part of the questionnaire.

The information included in the questionnaire will be used to score the non-monetary criteria of the evaluation. Responses to the questionnaire should be based on performing the Scope(s) of Work included in the Appendix. Alternative approaches to the way in which the work is described should be clearly identified in the responses. Please be thorough and complete.

- C. Exceptions and Comments: Firms wishing to take exception to, or comment on, any specified requirements within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized. Please include any exceptions you wish to take with the proposed scopes of work and general conditions. If exceptions are included, indicate whether the firm would be willing to comply with the requirements of the RFP should Metro wish to reject the exception (see Item 6.B).
- D. Confidentiality: This paragraph shall apply to information that the Proposer is submitting to Metro which Proposer considers to be confidential and proprietary and which Proposer does not want Metro to disclose to third parties. Such confidential information shall be separately contained in a sealed envelope, clearly and prominently marked "confidential information" and bearing the title and number of this RFP, and the sealed envelope shall be attached to the rest of the RFP. To the extent permitted by law, Metro will not disclose such properly identified confidential information to any person outside of Metro. However, Proposers should be aware that Oregon Law (ORS chapter 192) requires public disclosure of most records deemed to be "public records." Metro cannot, therefore, guarantee to protect the confidentiality of any records submitted to Metro, even if the Proposer believes them to be exempt from disclosure.

5. EVALUATION OF PROPOSALS

- A. Evaluation Process: An evaluation team will conduct the evaluation process. Metro will only evaluate proposals that, in the evaluation team's sole opinion, conform to the proposal instructions. Proposals received for Option #1 will be paired for proposals received for Option #2 (or vice versa) in the evaluation process. If a proposal is received for Option #1 but not for Option #2 (or vice versa) the proposal will not be evaluated.

The team will rank proposals based on the evaluation criteria and points described below. Interviews with the top ranked firm or firms may be conducted.

Based on the evaluation of proposals, Metro will enter into negotiations with the highest ranked firm(s) to finalize a contract. The scoring of the evaluation team, and the consequent ranking of firms, will not be permitted as grounds for an appeal of the award of a contract, per the Metro Code.

If Metro is unsuccessful in negotiating a contract, Metro will select the next highest ranked firm and attempt to negotiate a contract. This process will continue until a contract is recommended to the Metro Council for award or Metro terminates the procurement.

- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of proposals submitted to accomplish the work defined in this RFP.

Cost - The cost of a proposal will be evaluated utilizing the spreadsheet contained in the Appendix (a computerized version is available to aid Proposers in preparing their prices). Prices submitted for an option will be used to compute a total cost. Proposals must include prices for all items on the price schedule for the option proposed, or the proposal will be rejected.

For Options #2 and #3, the total cost of the proposal will be computed utilizing both the transfer prices and the dry waste tonnage and prices. For dry waste, Metro will adjust the total transfer costs (the prices proposed times the projected tonnage) by the difference Metro would pay for transport and disposal of dry waste at the proposer's stated price as compared to at a general purpose landfill.

For purposes of evaluation Metro will assume the cost for transport and disposal at a general purpose landfill is \$39.80 in May 1997, the period for which submitted prices are to be valid. The formula for computing the total cost, including price adjustment and an example are contained in the Appendix.

The lowest cost proposal will receive all 65 points for these criteria. Proposals that are not the lowest cost will be allocated points based on a percentage of the lowest cost proposal. The formula to allocate points to proposals other than the lowest cost is as follows:

"Other" total cost \$ _____ minus "Lowest" total cost \$ _____ = Difference

Percentage = 1 - (Difference divided by "Lowest" total cost)

Percentage times 65 points = points for other than lowest cost proposal.

65 Points

Materials Recovery - This criterion examines the amount and type of materials proposed for recovery; the methods and technology proposed to recover materials for reuse, recycling, fuel production or composting. An assessment of the feasibility of obtaining the proposed results will be made considering such factors as the experience of the proposed approach, personnel and technology at other places in obtaining the results stated in the proposal. Consideration will also be given to cost effectiveness of the proposed approach by considering the market value of recovered materials and the cost of recovery. Points will be allocated on how well the proposed approaches satisfy Metro's goal of cost effective materials recovery transfer stations. Metro will also utilize existing materials recovery approaches in evaluating proposals. Factors Metro will consider are the experience and number of proposed personnel, including plans to use current employees, and the proposal operation and maintenance approach.

20 Points

Operation and Maintenance Approach - This criterion examines how well the operation and maintenance approaches proposed satisfy RFP requirements and achieve Metro's goals. Metro goals for operation include a healthy and safe work environment at the stations for customers and employees, as well as efficient operation and customer satisfaction. Metro's goals for maintenance consist of ensuring continuous operation and the longevity of Metro-owned equipment and facilities. Points will be allocated based on how well the proposed approaches will accomplish Metro's goals and satisfy the requirements of the RFP. Metro will also utilize current operation and maintenance approaches in evaluating proposals. Factors Metro will consider are the experience and number of proposed personnel, including plans to use current employees, and the proposal operation and maintenance approach.

15 Points

6. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. 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.
- B. General Conditions/Contract: The attached general conditions, bond forms and agreement are included for your review prior to submitting a proposal. Any changes in these contract provisions should be requested and documented as an "exception" in the appropriate portion of the proposal. Consider the requested exceptions carefully, as they will be considered in the evaluation of proposals, and requested exceptions which cannot be resolved will result in rejection of the proposal.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any additional verbal information that is not presented in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be submitted in writing to Chuck Geyer. Any questions which, in the opinion of Metro, warrant a written interpretation or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 10 working days prior to the date established for the receipt of proposals.

D. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the proposal 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.

E. Minority and Women-Owned Business Program

Metro and its contractors will not discriminate against any person or firm based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

If any subcontracting is intended, Proposers are directed to Metro Code 2.04.100 and 2.04.200 governing utilization of minority and women-owned businesses.

Metro's Minority and Women-Owned Business Program is administered by the Risk and Contract Management Division. They may be reached at (503) 797-1714 during regular business hours should you have questions about the program.

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PROPOSAL/CONTRACT FORMS

Consisting of:

Schedule of Proposal Prices

Proposer's Questionnaire

Contract

Performance and Labor and Materials Bond Forms

(Contract and Bonds are not to be submitted with Proposal)

PRICE SCHEDULE FOR RFP #96R- -REM

Option #1 - Metro South Station Operation

ITEM

A. Lump Sum Price for First 21,000 tons per Month \$_____.

B. Per Ton Price for each ton in the following tonnage ranges:

<u>CAT</u>	<u>TONS</u>	<u>PRICE PER TON</u>
1.	21,001 to 24,000	\$ ____.
2.	24,001 to 27,000	\$ ____.
3.	27,001 to 30,000	\$ ____.
4.	30,001 +	\$ ____.

C. Per Ton Price for each ton of source separated yard debris and wood \$_____

D. Percent Adjustment of CPI = ____%

PRICE SCHEDULE FOR RFP #96R- -REM

Option #2 - Metro Central Station Operation

ITEM

A. Lump Sum Price for First 21,000 tons per Month. \$_____.

B. Per Ton Price for each ton in the following tonnage ranges:

<u>CAT</u>	<u>TONS</u>	<u>PRICE PER TON</u>
1.	21,001 to 24,000	\$ ____.
2.	24,001 to 27,000	\$ ____.
3.	27,001 to 30,000	\$ ____.
4.	30,001 +	\$ ____.

C. Per Ton Price for each ton of source separated yard debris and wood \$_____

D. Percent Adjustment of CPI = ____%

E. Dry Waste Transport and Disposal

Annual Tonnage Guarantee (Not to exceed 50,000) _____

Price per ton for Transport and Disposal \$_____

PRICE SCHEDULE FOR RFP #96R- -REM

Option #3 - Metro South and Metro Central Station Operation

METRO SOUTH ITEMS

A. Lump Sum Price for First 21,000 tons per Month \$_____.

B. Per Ton Price for each ton in the following tonnage ranges:

<u>CAT</u>	<u>TONS</u>	<u>PRICE PER TON</u>
1.	21,001 to 24,000	\$_____.
2.	24,001 to 27,000	\$_____.
3.	27,001 to 30,000	\$_____.
4.	30,001 +	\$_____.

METRO CENTRAL ITEMS

C. Lump Sum Price for First 21,000 tons per Month \$_____.

D. Per Ton Price for each ton in the following tonnage ranges:

<u>CAT</u>	<u>TONS</u>	<u>PRICE PER TON</u>
1.	21,001 to 24,000	\$_____.
2.	24,001 to 27,000	\$_____.
3.	27,001 to 30,000	\$_____.
4.	30,001 +	\$_____.

E. Dry Waste Transport and Disposal

Annual Tonnage Guarantee (Not to exceed 50,000) _____

Price per ton for Transport and Disposal \$_____.

ITEMS FOR BOTH STATIONS

F. Per Ton Price for each ton of source separated
yard debris and wood \$_____.

G. Percentage adjustment of CPI = _____%

PROPOSAL QUESTIONNAIRE

The following Questionnaire asks for information concerning the Proposer's organization, materials recovery approach and operations and maintenance plans. The Proposer should submit responses to the Questionnaire (not use the one below) in the exact order as listed below with the same headings and numbering system. Please list the question or information request contained in the Questionnaire prior to your response. If multiple proposals are being submitted, attachments may be attached to only one Questionnaire response and referenced in the others.

If a partnership, firm, joint venture, corporation or other entity owns a controlling interest in the Proposer, responses to each question in the Questionnaire must be submitted for both the Proposer and the parent entity. For purposes of this project, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Proposer. Information submitted in response to this Questionnaire will be considered binding on the successful Proposer, and any substitutions or deviations shall be allowed only if approved by Metro.

Generally, the Proposer shall include information for the specific single business organization or entity which is submitting a Proposal for the work described in the RFP and which would be the signatory on the Contract. If the information being submitted is not for the specific proposing entity, please note such in the response. If a major portion of the work, including but not limited to materials recovery or transport and disposal of dry waste are being subcontracted, information for that subcontractor should be submitted and specifically referenced.

All answers shall be specific and complete in detail. Metro reserves the right to make independent inquiries concerning the information submitted herein, to conduct any additional investigation necessary to determine the Proposer's qualifications, and to require the Proposer to supply additional information.

Use of Attachments

Schedules, resumes, reports, diagrams, and other forms of information may be used as attachments, provided that the information provided by the Proposer in response to this Questionnaire clearly references the attachments. The purpose of this Questionnaire and any attachments is to supply information about the Proposer to Metro so that Metro may evaluate each proposal.

ORGANIZATIONAL INFORMATION

TYPE OF FIRM ☐ Corporation ☐ Partnership ☐ Individual
 ☐ Other - Describe

Please list parent organizations and their address and ownership percentages:

How many years has your firm used its present name?

What were your firm's previous names?

Please list the option for which the proposal is being submitted: _____

MATERIALS RECOVERY

1. Please provide a written narrative (5 page maximum) to describe the materials recovery approach your firm would utilize at the facility. Include in the narrative the operational procedures, equipment, personnel (number and type) and targeted loads for recovery. Describe the flexibility of the system in responding to a changing wastestream. State whether you intend to retain existing employees.
2. Please list where this approach (including equipment) has been previously used. List a contact and phone number for each location referenced. Indicate whether the proposer has utilized the approach.
3. Please indicate below which materials you plan to recover, how much of each annually and the markets for the materials.

OPERATIONS AND MAINTENANCE PLAN

1. Please list the projects you have undertaken similar to operation of the stations proposed. Include contacts and phone numbers, and a description of your role (i.e., prime or subcontractor or owner). If you have not had similar experience, include experience from affiliated entities and indicate how the proposer would access this expertise.
2. Please attach a narrative (5 page maximum) of how you will operate the station(s) in conformance with the Specifications. Include a description of the rolling stock and other equipment you will bring to the site, your plans for customer assistance and personnel and safety training (particularly as regards handling unacceptable waste). Include a description of how overweight loads will be corrected.
3. Please provide a list of the positions you plan to utilize in operating the station(s) and the organizational structure (i.e., who is responsible for which areas of operation). Attach position descriptions and resumes by facility if appropriate. State whether you intend to retain existing employees.
4. Please provide a narrative (5 page maximum) of your proposed maintenance approach for the facility(ies). Address your specific approach to the major systems, include a discussion of preventative maintenance.
5. List, by position, the maintenance personnel included in the proposal, a description of their duties, training and experience (Attach position descriptions and resumes) for each facility proposed. State whether you intend to retain existing employees.
6. Please describe the maintenance record keeping system proposed, including whether it is computerized and if so, the type of software used.

AGREEMENT

This Agreement is made by and between _____, hereinafter called Contractor and Metro, a regional government organized under the laws of the State of Oregon and the 1992 Metro Charter.

Contractor and Metro agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement, the Performance and the Labor and Materials Payment Bonds, the General Conditions, the Scope of Work, Any and all Appendices, Amendments, Change Orders, or extensions of the foregoing documents which the parties have agreed to or which Metro has approved in the manner prescribed by the Contract. Contractor's proposal is incorporated into the Contract Documents by this reference, however in the event of any conflict the Contract Documents shall prevail. Where applicable, reference to this Agreement herein shall be deemed to refer to all of the Contract Documents.

These documents form the Contract and are, by this reference, expressly incorporated herein. All are as fully a part of the Contract as if attached to this Agreement and repeated fully herein. No amendment made to this Contract nor Change Order issued shall be construed to release either party from any obligation contained in the Contract Documents except as specifically provided in any such amendment or Change Order.

2. Scope of Work

Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, disposal, permits, and every other item and service necessary to perform the Work described in the Contract Documents. Contractor agrees to fully comply with each and every term, condition and provision of the Contract Documents.

3. Contract Amount

As consideration for Contractor's performance hereunder, Metro agrees to pay contractor the amount and in the manner pursuant to the Contract Documents. In consideration of the above payments, Contractor agrees to perform the work pursuant to the Contract Documents.

4. Additional or Deleted Work

Contractor shall, when so instructed by Metro under the procedures of the Contract Documents, perform additional Work or delete Work in accordance with the Contract Documents. Any increase or decrease in the Contract Amount shall be determined pursuant to the applicable provisions of the Contract Documents.

5. Term

This Agreement shall take effect on _____, 199_ and remain in full force and effect through and including _____, _____, as more fully described in the Contract Documents. The initial term of this Agreement may be extended by Metro, in its sole discretion, for additional periods of time as further described in the Contract Documents.

6. Remedies for Default

If Contractor fails to perform as specified in the Contract Documents, Metro shall be entitled to all the rights and remedies which this Contract provides, as well as all remedies provided by law. This Agreement shall not be construed as limiting or reducing the remedies provided by law which Metro would have in the absence of any provision of the Contract.

7. Laws of Oregon Apply

The law of Oregon shall govern the interpretation and construction of this Agreement and all of the Contract Documents.

8. Entire Agreement

The Contract Documents constitute the final written expression of all of the terms of this Agreement and are a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by either party that differ in any way from the terms of this written agreement shall be given no force and effect. This Agreement shall be changed, amended, or modified only by written instrument signed by both Metro and Contractor. This Contract shall not be modified or altered by any course of performance by either party.

CONTRACTOR

By: _____

Title: _____

Date: _____

METRO

By: _____

Title: _____

Date: _____

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as PRINCIPAL (hereinafter called CONTRACTOR), and _____, a corporation organized and existing under and by virtue of the laws of the state of _____, duly authorized to do surety business in the state of Oregon and named 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, to pay to the Metro as OBLIGEE, the amount of _____ (\$ _____), in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with Metro dated _____, 19____, which contract is hereunto annexed and made a part hereof, for accomplishment of the Work described as follows: _____.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the Work, Metro having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by Metro to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the Work in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the Work are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This initial bond shall be in effect for the period beginning _____, 19____, through and including _____, 19____, and shall be subject to and governed by each and every term and condition of the contract, as defined herein. Thereafter, CONTRACTOR shall obtain and provide to Metro a renewal or replacement of this bond, in like form and in an amount as specified by the Contract, with a qualified SURETY acceptable to Metro, no later than sixty (60) days prior to the expiration of the term of the preceding bond, for the next contract year, in order that a performance bond shall be continuously in effect. This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Metro or its heirs, executors, administrators, successors or assigns.

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

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

SURETY

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR 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 named 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 which carries an "A" rating 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 _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with Metro dated _____, 19____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

_____.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid project, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279.526.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279.536 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the project or to Work to be performed thereunder or the Contract and Request for Proposals accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the project or to the Work or to the Contract and Request for Proposals. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that

the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This initial bond shall be in effect for the period beginning _____, 19____, through and including _____, 19____, and shall be subject to and governed by each and every term and condition of the contract, as defined herein. Thereafter, CONTRACTOR shall obtain and provide to Metro a renewal or replacement of this bond, in like form and in an amount specified by the Contract, with a qualified SURETY acceptable to Metro, no later than sixty (60) days prior to the expiration of the term of the preceding bond, for the next contract year, in order that a performance bond shall be continuously in effect.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279.526.

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

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

SURETY

By: _____

Print name and title

CONTRACTOR

By: _____

Print name and title

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APPENDIX

consisting of:

**Specifications for MSS
Specifications for MCS
General Conditions
Cost Calculation and Price Adjustment Examples
Location Map for Transfer Stations
Transfer Station Site Drawings
Tonnage Projections
Metro/AAA Mitigation Agreement
Solid Waste Transport Invoice
Load Manifest Example
Inspection and Damage Claim Form (Accident Report) Example
Equipment, Materials Recovery and Cost Information from Existing Contractors
Fiber Based Fuel Line Information
Annual Facility Inspection Reports
List of Background Materials Available**

SPECIFICATIONS FOR METRO SOUTH STATION

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION/REQUIREMENTS.....	1
2.0 OPERATING PLAN. GENERAL	2
3.0 WASTE FLOW AND HOURS OF OPERATION	2
4.0 ACCEPTANCE OF ACCEPTABLE WASTE	3
5.0 UNLOADING OF REFUSE AT METRO SOUTH STATION	4
6.0 PIT OPERATION, COMPACTION AND TRANSFER LOADING	4
7.0 COMPACTOR OPERATIONS - GENERAL	6
7.1 SAFETY.....	6
7.2 START-UP PROCEDURE.....	6
7.3 LOADING THE COMPACTOR	6
7.4 COMPACTION STROKES	6
7.5 ROAD LEGAL PAYLOADS.....	7
7.6 EJECTING THE BALE.....	7
7.7 SHUTDOWN	7
7.8 SPILLAGE.....	7
7.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING.....	7
8.0 TYPE OF WASTES ACCEPTED	7
9.0 LOAD CHECKING PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE	7
9.1 SERVICES PROVIDED BY CONTRACTOR	7
9.2 SERVICES PROVIDED BY METRO	9
9.3 GENERAL LIMITATION ON METRO'S LIABILITY.....	9
10.0 REFUSAL OF WASTE BY THE CONTRACTOR.....	9
11.0 CONTRACTOR'S RESPONSIBILITY FOR SHIPPED UNACCEPTABLE WASTE	10
12.0 CONTINGENCY PLANS. GENERAL	10
12.1 CONTINGENCY PLANS. EMERGENCY.....	10
12.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM	11
13.0 TRAFFIC CONTROL.....	13
14.0 SECURITY	13
15.0 LAND FOR STORAGE PURPOSES	14
16.0 TRANSFER TRAILER STORAGE.....	14

17.0 MATERIALS RECOVERY - GENERAL.....	14
17.1 RECYCLING-STATION.....	15
17.2 COMMERCIAL MATERIALS RECOVERY	16
18.0 INSPECTION	17
19.0 PREFERENTIAL TREATMENT	17
20.0 FIRE CONTROL.....	17
21.0 VECTOR CONTROL	18
22.0 ODOR, DUST AND NOISE CONTROL.....	18
23.0 WEIGHING AND BILLING SYSTEM	18
23.1 COMPACTOR WEIGHING SYSTEM.....	19
24.0 TRANSPORTER'S SCALE SYSTEM.....	19
25.0 HOUSEHOLD HAZARDOUS WASTE FACILITY	19
26.0 LITTER CONTROL	19
27.0 ON-SITE PERSONNEL.....	19
27.1 PERSONNEL TRAINING	20
28.0 TRANSFER STATION EQUIPMENT.....	20
28.1 FUEL STORAGE	21
28.2 COMPACTORS	21
29.0 METRO-SUPPLIED FACILITIES	21
30.0 MAINTENANCE REQUIREMENTS	21
30.1 METRO-FURNISHED EQUIPMENT	21
30.2 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES	22
30.3 COMPACTOR	22
30.4 COMPACTOR REIMBURSEMENT	22
30.5 CONTRACTOR-FURNISHED EQUIPMENT	22
30.6 BACKUP EQUIPMENT	22
30.7 BUILDINGS	22
30.8 WEIGHING SYSTEM	23
30.9 COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK	23
30.10 DRIVES AND PAVEMENTS	23
30.11 STREET CLEANING AND MAINTENANCE	24
30.12 RESURFACING PIT FLOOR	24
31.0 HOUSEKEEPING.....	24
31.1 JANITORIAL SERVICES	25
32.0 LANDSCAPE MAINTENANCE.	25

33.0 PERMIT COMPLIANCE	25
33.1 OPERATING PERMITS	25
34.0 UTILITIES	26
35.0 COORDINATION.....	26
36.0 OPERATIONS REPORTING REQUIREMENTS.....	26

1.0 PROJECT DESCRIPTION/REQUIREMENTS

A brief description of the services to be provided is stated in the INTRODUCTION to the Request for Proposals (RFP). To determine the full scope of the work or any particular part of the work, the applicable information in the several parts of these Contract Documents must be read together. The following additional information, though not all-inclusive, is given to assist the Proposers in their evaluation of the work required to meet the project objectives.

When operations begin, this project will provide Metro with a full service transfer station (Metro South Station) serving the disposal and recycling needs of the public, commercial collectors and industrial accounts, as designated by Metro, within the boundaries of the Metro. The operations will be completed in accordance with the Contract Documents, and any regulatory permits or requirements. The period of operations will extend from 12:01 a.m. on _____ to 11:59 p.m. on _____.

Components of this project include:

- A. Mobilization of equipment and personnel onto the site.
- B. Receiving Acceptable Waste on-site from the public, commercial haulers, and industrial accounts.
- C. Traffic control.
- D. The removal of recyclables from public loads by assisting customers.
- E. Operation and provision of a Recycling Center for source separated recyclables
- F. Materials Recovery processing of a portion of the Acceptable Waste;
- G. Locating markets for recyclables and providing vehicles and personnel to transport the Source-Separated and Recovered Materials;
- H. Handling, compacting and loading solid waste onsite.
- I. Operation and maintenance of Contractor-furnished equipment and Metro-furnished equipment and facilities except weighing system and the Household Hazardous Waste Facility.
- J. Provision and training of personnel.
- K. Furnishing of all supplies, materials, equipment and services for performance of the Contract.
- L. Litter control on-site, including the use of a magnet daily.
- M. Site security during operating hours.
- N. Insect, vermin, dust and odor control.
- O. At least monthly meetings with Metro to report on progress achieved and any special problems encountered.
- P. Coordination with other Contractors.
- Q. Maintenance of safe and healthy operating conditions for all customers and employees.
- R. Safety and operations training.
- S. Demobilization of equipment and personnel from the site upon completion or termination of this Contract.

2.0 OPERATING PLAN. GENERAL

The Contractor shall conduct the operation of the transfer station as described by the Contract Documents, including Drawings provided under separate cover, and maintenance manuals provided by Metro through the manufacturer for Metro supplied equipment.

The Contractor is responsible for operation and maintenance of Metro South Station. As part of the operation of Metro South Station, the Contractor is responsible for receiving and compacting waste, removing recyclables, and loading transfer vehicles provided by the Waste Transport Services Contractor (Transporter) and for supplying and installing a seal.

The Contractor is responsible for loading the containers with a road legal weight in a timely fashion, unloading waste from the container if it is found to be overweight, and balancing loads which are found to be out of compliance with appropriate regulations. In addition, Metro reserves the right to contract with other parties for the transport of waste.

The Transporter is responsible for providing empty containers for loading and for shuttling vehicles to and from the compactor in a timely fashion. The Transporter will store containers on the east end of the site, and is required to have empty containers available for loading.

The services provided by the Contractor shall be performed in accordance with all state, federal and local regulations.

The Contractor will conduct its activities so as to maximize coordination with any Metro-designated party, and to minimize loading and unloading time spent at the transfer station, in a cost effective manner.

The Contractor shall have the responsibility for the operation of the facility in accordance with the provisions of the Contract Documents for the full term of the Contract Agreement.

The Contractor shall be responsible for any damage attributed to its operations caused to Metro-owned or privately-owned facilities including, but not limited to, equipment used in the loading and transport of the containerized waste, Metro scalehouses and the Metro Hazardous Waste facility. The Contractor shall repair or replace any such damage at no additional charge to Metro in a timely manner. Contractor shall not be responsible for damage not attributed to its operations.

3.0 WASTE FLOW AND HOURS OF OPERATION

The facility will be open for the public from 6:00 a.m. to 7:00 p.m. during PDT and from 6:00 a.m. to 6:00 p.m. during PST, seven days a week. The facility will be open for commercial and industrial accounts from 5:00 a.m. to 7:00 p.m. weekdays and from 6:00 a.m. to 7:00 p.m. weekends during PDT, and close one hour earlier during PST. The facility will be closed for all business on Christmas Day.

Metro reserves the right to increase or decrease the hours and days that the facility is open.

The Contractor shall not be entitled to any reimbursement, under any provisions of these specifications or the General Conditions, for costs or revenue losses due to changes by Metro in the type of accounts which may use the facility, or in a decrease in the number of hours the facility is

open. Metro shall be entitled to a reduction in payment for any decrease in hours of operation in accordance with the deletion of work provisions of the General Conditions. For any increase in the hours of operation, Contractor shall be entitled to an increase in compensation in accordance with the additional work provisions of the General Conditions. Metro shall provide the Contractor with 24 hours written notice of any change in hours of operation or types of accounts which may use the facility.

Waste volumes at each facility will fluctuate daily, weekly, monthly and annually. The Contractor must be capable of handling these variations such that the operations at the transfer station are not impeded. For a detailed analysis of projected waste flow on an hourly, weekly, monthly, and yearly basis, refer to the Appendix in this document. These projections are estimates only and shall not be regarded as guaranteed flows.

4.0 ACCEPTANCE OF ACCEPTABLE WASTE

The Contractor shall operate the Facility to receive regular deliveries of Acceptable Waste on a seven-day per week basis from drop box trucks, compactor-type vehicles, large dump trucks, transfer vehicles, private citizen vehicles and other vehicle types approved by Metro. The Contractor shall accept all waste which is delivered to the Metro South Station, except waste which is Unacceptable Waste as defined in this Contract, or so specified in the future.

Metro employees, operating the scalehouse, shall make all determinations regarding fees to be paid by haulers using the Facility.

Each vehicle shall be weighed by Metro upon entering the Facility. After unloading, the vehicle shall be reweighed to determine the net weight of the Acceptable Waste. If a vehicle contains a large amount of recyclables which qualify for a reduced charge, Metro may require the vehicle to unload the waste and reweigh prior to unloading the recyclables.

The empty or tare weight of commercial vehicles may be established by Metro and recorded so that the vehicles will not be required to re-weigh each time after unloading.

All Recovered Materials, compacted waste, and Unacceptable Waste shall be weighed by Metro prior to removal from the Facility. This data will provide checks on the Facility efficiency and known quantities for Materials Recovery and landfilling. The Contractor will provide staff as necessary to accomplish the tasks contained in these Documents.

The Contractor shall be required to accept all Acceptable Waste as defined in the Contract. Contractor shall verify receipts provided at the Metro scalehouses.

5.0 UNLOADING OF REFUSE AT METRO SOUTH STATION

Refuse brought by vehicles with automatic unloading mechanisms will be directed to the commercial unloading area. Other vehicles will be directed to the public unloading area. All vehicles not equipped with automatic unloading devices must utilize unloading stalls equipped with a safety cable.

During heavy public volumes, the Contractor can replace safety cables and direct the public to the commercial area. Metro may direct the flow of traffic at any time for any purpose. Waste will not be unloaded on the tipping floor at any time except for purposes of materials recovery or identification of suspicious waste, as authorized or directed by the Metro representative.

Contractor must ensure that unloading operations are done in a safe manner. Contractor shall monitor users of the transfer station to ensure that normal operations are conducted in a safe manner. Contractor shall visually monitor actions taken and equipment used by commercial and public users of the facility, and shall immediately correct any hazards detected during the course of normal operations.

6.0 PIT OPERATION, COMPACTION AND TRANSFER LOADING

Solid waste delivered to the pit shall be spread and run over using a 973 Track Loader or approved equivalent. The depth of refuse in the pit shall not reach a point where unloading by users is hampered, unless authorized by the Metro representative.

The waste shall then be loaded into the compactors until an acceptable length and weight for the Transporter is achieved. The Contractor is responsible for the compaction and extrusion, into the Transporter's container at a rate of four to six loads per hour when waste is available. The Transporter is responsible for positioning the container to the compactor for receiving the load, removing the loaded container, and positioning the next container.

The Contractor shall use best faith effort to maximize the Transporter's payload, without overloading the container. The Contractor is responsible for removing waste as necessary to correct loads which exceed the length and/or weight capabilities of the Transporter. The Contractor shall be entitled to a bonus per the formula below, for maximizing the Transporter's payloads. The bonus is an attempt to share Metro's transportation cost savings resulting from transporting loads at densities greater than 790 lbs/cu. yd. (28 tons).

COMPACTION MAXIMIZATION BONUS

1. Base tonnage (BT)=(Loads/Mo.) x 28 tons
2. Tons transported (TT)= Tons transported per month
3. Bonus tons = (TT - BT) + (Bonus tons from previous month)
4. Overloads (OL) = Quantity of loads overloaded during the month, with "overloads" defined as those containers which require load redistribution by the Contractor or partial unloading.
5. Compaction maximization bonus = [(TT - BT) + (Bonus tons from previous month)] x \$6.75 - (OL x \$16.50)

If "bonus tons" is greater than zero, the Contractor receives a per ton bonus equal to \$6.75 per ton for each "bonus ton" for that month, less the overload deduction of \$16.50 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 \$6.75 bonus ton and \$16.50 overload deduction shall be adjusted annually, consistent with Article 13 (B) of the General Conditions, to reflect changes in the cost of doing business.

At the completion of extruding the waste into the container, the Contractor is responsible for installing a lock seal on the container, such as a flat metal seal that prohibits removal by hand. Each seal shall be marked with three letters (e.g., MSS for Metro South Station) identifying the facility, the Contractor and a sequentially increasing set of at least four digits.

Example: *MSS-CON-0000*

The operator shall record the container identification number and enter the seal code into the computer (supplied by Metro) which generates the load manifest.

It is the responsibility of the Transporter to ensure that the seal was properly installed before the container leaves the staging/storage area. Once the Transporter has verified that the seal is properly installed, the waste contained within the container is the responsibility of the Transporter until the seal is broken in accordance with the "JGT ENTRANCE POLICY" contained in the Appendix.

If the Contractor improperly installs the seal, the Transporter is required to notify the Contractor prior to leaving the Facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Transporter from any recovery for damages arising out of any improperly installed seal. In addition, the Transporter can request removal of the seal to inspect the interior of the transfer trailer, its contents, and request and receive a new seal from the Contractor.

7.0 COMPACTOR OPERATIONS - GENERAL

7.1 SAFETY

It is the Contractor's responsibility to assure that personnel are in a safe location relative to the compactor at all times, including but not limited to, start-up, operation, and maintenance. The machine shall not be worked on unless the power to the unit is locked out. The Contractor is also responsible to provide initial and ongoing training (including manufacturer's certification) for all operators and maintenance personnel of the compactor. The Contractor shall maintain all warnings and decals attached to the machine. The contractor shall maintain a written lock-out tagout program for each compactor and provide certification of employee training.

Contractor shall ensure that all hazards in the compactor area are clearly marked. Contractor shall equip the contractor area with drain covers and adequate absorbent to contain spillage of 300 gallons of hydraulic fluid and prevent contamination from entering sanitary or storm sewers. Immediate actions to take in the event of a hydraulic fluid release from the compactor shall be posted in the compactor area.

7.2 START-UP PROCEDURE.

The Contractor is responsible to follow the compactor start-up procedures listed in the operator's manual.

7.3 LOADING THE COMPACTOR.

- A. Building the Bale. Steps for building the bale, described in the operator's manual, should be followed.
- B. Material Limitations. It is the responsibility of the Contractor to load the compactor so it will function properly without jamming, puncturing the compactor or container walls, causing fire, explosion, or any other damage. In general, materials of concern such as those listed below should either make up a minimal portion and be placed in the middle of the load or be excluded/ removed, to avoid problems.
 - (1) Construction debris (large structural timber or steel), engine parts, car axles and other materials may puncture the walls of the container or compactor. Concrete or rock (greater than 3 feet in diameter) or large stumps.
 - (2) Sheetrock and cement in large quantities.
- C. Consistent Length and Weight of Payload. Waste loaded into the compactors should be well mixed such that consistent density and lengths of maximized payloads are produced. This includes mixing dry garbage with very wet loads to avoid short dense payloads. Loosely packed garbage loads which may produce underloads should also be avoided.

7.4 COMPACTION STROKES

It is the responsibility of the Contractor to use the appropriate number of compaction strokes with each type of load in an attempt to achieve consistent, cost effective road legal payloads (with balanced axle weights).

7.5 ROAD LEGAL PAYLOADS

Total weight of payloads can be determined from the compactor scale readout. It is the responsibility of the Contractor to monitor the scale weight and to not exceed the maximum legal transport weight or axle weight. If an overload does occur, based on either total weight or unbalanced axles, the Contractor must reduce the bale weight such that the Transporter will be road legal.

7.6 EJECTING THE BALE

The Contractor should follow steps for the compactor unloading procedures indicated in the operator's manual.

7.7 SHUTDOWN

Shutdown procedure should be carried out as indicated in the operator's manual. Every day after shutdown, the machine shall be checked for hydraulic leaks at the power unit and field plumbing.

7.8 SPILLAGE

The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale. All waste spilled must be cleaned up after each bale is ejected.

7.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING

It is the responsibility of the Contractor to check and maintain each of the compactor load cells, such that overloads do not occur. Checking and maintenance of the load cells includes a weekly comparison with weighing system certified scales. In the event that an overload does occur due to a malfunctioning load cell, the Contractor must reduce the weight such that the Transporter's bale will be road legal. It is the Contractor's responsibility to repair the load cell as soon as possible in order to continue operating without overloads.

8.0 TYPE OF WASTES ACCEPTED

The Contractor shall accept all waste which is delivered to the Metro South Transfer Station, except waste which is unacceptable as defined in this Contract.

9.0 LOAD CHECKING PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE

9.1 SERVICES PROVIDED BY CONTRACTOR.

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

- B. Contractor shall insure that all HazMat technicians receive Occupational Safety and Health Administration (OSHA) 40-hour hazardous waste operations and emergency response training. Contractor shall submit documentation certifying that all HazMat technicians have met any and all training and medical monitoring required by Metro, OSHA, or other regulatory agencies for Emergency Response, Hazard Communication, Blood-borne Pathogens, and use of respirators and hearing protectors. Contractor shall follow Metro's written safety programs and procedures, and the Site Emergency Action Plan for Metro South Station.
- C. Contractor shall inspect all waste received in a manner which is reasonably necessary to determine whether or not such waste is Unacceptable Waste as that term is defined in the Definitions section of this document. Waste that is received at the transfer station shall be visually inspected as much as possible before it is tipped into the pit. Visual inspection during tipping shall be done by at least one person on each side of the pit, whose primary duty is to monitor the tipping of waste. A communication device shall be provided that will allow communication between the spotter and the equipment operator in the waste receiving area.
- D. 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 by Metro or by a preapproved random selection method. At least 1% or more of incoming commercial loads shall be randomly inspected. If a vehicle driver fails to cooperate with load inspectors, Contractor will immediately notify Metro.
- E. 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.
- F. When Contractor detects that Unacceptable Waste has been unloaded at the transfer station, Contractor shall use good faith efforts to identify the person or persons who dumped the Unacceptable Waste by methods which are generally accepted as sufficient to prove responsibility for disposal by a preponderance of the evidence. Contractor shall preserve and protect any and all evidence which may assist Metro in proving ownership of or responsibility for the Unacceptable Waste. When the responsible person(s) is identified, Contractor shall bring waste to a designated Hazardous Waste Storage Area, keeping it separate from other waste, and immediately notify Metro. If the responsible person(s) is unknown, Contractor shall bring waste to the Hazardous Waste Storage Area, storing the material according to procedures outlined in the Procedures Manual.
- G. 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.
- H. Contractor's employees shall wear personal protective equipment while performing duties of HazMat Technician as described in Procedures Manual.
- I. Contractor shall provide and initial 8-hours of supervised, site specific health and safety training to each HazMat technician after they have received OSHA 40-hour training and 8-hours of training at the Hazardous Waste Facility, and prior to commencing duties on the transfer station floor.
- J. Contractor shall ensure that the hazardous materials holding area has adequate hazard markings and safety equipment. Hazardous wastes discovered in the transfer station shall be

handled, segregated and stored in a safe manner by contractor HazMat technicians as per the Waste Handling Procedures Manual. The contractor is responsible for maintaining the hazardous materials holding area in a clean and orderly manner at all times.

9.2 SERVICES PROVIDED BY METRO.

- A. Metro will provide proper disposal of Unacceptable Wastes, subject to Contractor compliance with A through I above and the Procedures Manual.
- B. Metro will provide, free of charge, Contractor's HazMat technicians with 8 hours of initial supervised waste handling training at the Metro Hazardous Waste Facility. This is in addition to contractor's 8-hour site specific training.
- C. Metro will include contractor HazMat technicians in site specific emergency response training and drills conducted for the Hazardous Waste Emergency Response team. Metro will provide space for collection of hazardous materials and shall purchase any necessary secondary containers.
- D. The Incident Commander shall determine appropriate Emergency Response and Emergency Clean-up actions. Metro will provide spill remediation kits at the beginning of this contract. Contractor shall ensure that the kits are fully stocked at all times, and is responsible for replenishing supplies.
- E. Metro will provide additional supervised training at Hazardous Waste facilities at the contractors request.
- F. Metro Hazardous Waste Supervisor or training coordinator will notify contractor of training opportunities available through Metro. Cost for classes shall be determined when notification of training is made.

9.3 GENERAL LIMITATION ON METRO'S LIABILITY

Except as otherwise provided in Section 10 of these Specifications, Metro shall have no duty to reimburse the Contractor for nor, to hold harmless, indemnify, nor defend the Contractor against, any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever character or kind, which may arise directly or indirectly from or are in any way connected with any negligent acts or omissions of the Contractor which relate to the management or disposal of unacceptable waste.

10.0 REFUSAL OF WASTE BY THE CONTRACTOR

The Contractor may refuse to accept any waste at the facility if the Contractor can demonstrate that acceptance of this waste is prohibited by current state or federal regulations, the solid waste permit, or is an Unacceptable Waste as defined in this contract. The Contractor shall immediately notify Metro's scalehouse personnel in writing of this refusal including the justification. For any portion of the waste which has been unloaded, the Contractor shall follow the procedures specified under Section 9. Records must be kept by the Contractor which contain the following information regarding the party which unloaded the waste: date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste, and approximate volume.

11.0 CONTRACTOR'S RESPONSIBILITY FOR SHIPPED UNACCEPTABLE WASTE

Contractor shall be responsible for all costs associated with the proper handling and disposal of Unacceptable Waste that has been loaded into a transfer trailer or container, properly sealed and transported to a Disposal Site.

12.0 CONTINGENCY PLANS. GENERAL

The Contractor will submit to Metro for approval, within thirty (30) days of signing a contract, comprehensive plans for dealing with the following:

- A. Emergency operating procedures in the event of a work stoppage by any of the Contractor's employees.
- B. Emergency bad weather operating procedures, including but not limited to flooding, ice storms and high winds.
- C. Contingency in event of equipment failure at Metro South Station. Plans must include time frame for the implementation of the plan, and the sources for, and description of replacement equipment. Contingency plans must be approved by Metro.

12.1 CONTINGENCY PLANS. EMERGENCY

The Contractor will provide to Metro a comprehensive plan (in coordination with Metro's Site Emergency Action Plan) for the facility and transfer vehicles (while at the site) designed to minimize hazards to human health and the environment; damage to buildings and the site; the interruption of normal transfer station operations; due to:

- A. Fires
- B. Explosions
- C. Release of hazardous substances
- D. Discovery of unacceptable waste
- E. Power outages
- F. Flooding
- G. Bomb threats

The contingency plan must include:

- (1) A description of actions facility must take in response to A, B, C, D, E, and F above.
- (2) Evidence of arrangements with local emergency response agencies and subcontractor's setting forth what services will be rendered by each in the event of an emergency.
- (3) Names and telephone numbers of all persons who are designated as emergency coordinators by the Contractor. Emergency coordinators must be at the facility or easily communicated with by telephone or radio within five (5) minutes of an emergency. Emergency coordinators must be thoroughly familiar with all parts of the contingency plan and direct emergency response drills at least-twice per year.
- (4) A diagram of the location and intended use of all emergency equipment.
- (5) A method of documenting regular inspection of safety and emergency equipment.

12.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM

An employee safety orientation and training program shall be implemented by the contractor prior to the start of the Contract, and will continue throughout the term of the Contract. The Contractor is responsible for the implementation of the following program requirements.

- A. Orientation for new employees on the facility safety program and emergency contingency plan, hazard communication, and basic personal safety instruction.
- B. Monthly or more frequently scheduled safety meetings will be held for all staff. A safety committee shall be formed if there are 10 or more employees.
- C. First aid and CPR instruction will be provided for all members of the staff.
- D. In compliance with the Or-OSHA Hazard Communication Standard, operators and maintenance personnel as well as administrative employees, where appropriate, will receive specific instruction regarding the hazards associated with the chemicals utilized at the facility and on incoming materials, and the location of information concerning each.
- E. Fire prevention and instruction on the use of fire extinguishing devices will be conducted annually for all employees, with assistance from local fire authorities.
- F. All personnel will receive instruction about how to detect and identify suspicious and unacceptable waste before and after it is unloaded into the pit. This includes instruction about how to locate and identify Department of Transportation packaging markings and how to identify PCB transformers and capacitors. All personnel must be knowledgeable of the identifiable characteristics of unacceptable waste, the distinctive markings on containers of unacceptable waste, the specific hazards of unacceptable waste, and methods to protect themselves from the hazards associated with unacceptable waste. Personnel shall also be trained to identify the person or persons who disposed of the suspicious or unacceptable waste by methods sufficient to prove responsibility in a court of law.
- G. All personnel will receive instruction concerning procedures for effective handling and management of suspicious and or unacceptable waste once it is detected in the collection vehicles, pit, or transfer vehicles.
- H. All personnel will receive instruction concerning detailed procedures to effectively respond to the emergency situations described in the section entitled CONTINGENCY PLAN. EMERGENCY, in the CONTRACTOR WASTE HANDLING PROCEDURES MANUAL, and in the SITE EMERGENCY ACTION PLAN provided by Metro.
- I. All staff will receive information and training on blood borne pathogens, and be offered the Hepatitis B vaccination series at no charge to employees.
All spotters shall receive an 8 hour site specific awareness training for hazardous materials and emergency response training approved by Metro.
- J. The training programs must be developed and presented by persons with professional qualifications in the area of unacceptable waste detection and management, and hazardous substance spill response acceptable to Metro. A record of such instruction will be retained which will include the date and time, the subject and major items covered, the instructor or discussion leader and attendees.

- K. All staff shall receive a minimum of 2 hours of safety training prior to beginning work, including Hazard Communication, SEAP Awareness Training, and Site Specific Safety Training.
- L. All personnel directly involved in operations or working in the transfer station shall receive 8-hours of site specific and safety training prior to beginning work.
- M. All loader and compactor operators shall receive at least 24-hours of additional hazardous materials and emergency response training and shall receive 8 hours of supervised waste handling work at Metro Hazardous Waste facility prior to beginning work.
- N. All HazMat technicians shall receive at least 40-hours of hazardous waste operations and emergency response training, 8 hours of supervised waste handling work at Metro Hazardous Waste facility, and 8 hours supervised waste handling on the tipping floor prior to beginning work.
- O. A routine inspection and testing program will be implemented for all safety and emergency related equipment and protective devices. Contractor shall be responsible for the maintenance and replenishing of safety equipment and supplies. Results will be discussed at the monthly meeting.
- P. The Supervisor shall conduct a thorough investigation of all accidents and incidents to ascertain the cause and methods of preventing a reoccurrence of similar accidents. If appropriate, the staff will be assisted by Metro.
- Q. A copy of the Employee Safety Manual will be issued to each member of the staff for use in training sessions as well as for personal reference. Contractor should develop their own safety manual. Waste handling and emergency procedures manuals are developed by Metro.
- R. Safety bulletins or posters will be posted. Such bulletins will include information concerning accidents, hazards or hazardous conditions occurring elsewhere in the industry as well as safety reminders.
- S. Safety committee minutes, air and noise monitoring results, emergency phone list, training and safety meeting schedules and agendas, listing of safety committee numbers names of emergency coordinators, and a copy of the Site Emergency Action Plan must be posted in an area accessible to all employees.
- T. Monthly walk-through self-inspections will be conducted by the Contractor through all areas of the facility. The inspections shall seek out any potential or current safety hazards including permanent equipment and building features. A Metro representative shall accompany the contractor at least quarterly and review the previous quarter with the contractor. Contractor shall provide an inspection checklist and documentation form outlining all items to be inspected, and providing space to document corrections.
- U. All applicable OSHA standards will be observed, including but not limited to hazard communication, blood borne pathogens, confined spaces, personal protective equipment and respiratory protection, noise and hearing protection, lock-out tag-out, medical surveillance, asbestos, radiation, fire prevention and Hazardous Waste Operations and Emergency Response. The Contractor will make available to Metro's employees upon request all information about the safety and emergency program and a copy of the training material. The Contractor will be responsible for the occupational health and safety of all persons employed by the Contractor.

- V. If death, serious injuries or damage is caused by an accident, the accident shall be reported immediately by telephone or messenger to Metro. In addition, the Contractor must promptly report in writing to Metro all accidents whatsoever arising out of, or in connection with the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. The contractor shall submit an incident investigation report completed by the supervisor after each incident or accident. The investigation shall focus on determining the cause of the accident and methods to prevent reoccurrence of the accident.
- W. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Metro, giving the details of the claim.
- X. Contractor shall provide all required safety equipment and personal protective equipment for employees.
- Y. The contractor shall work with Metro to conduct appropriate Job Hazard Analyses and Personal Protective Equipment assessments as required by OSHA. Employees shall be notified of the findings of such surveys, and new information shall be included in the contractor's Hazard Communication or appropriate safety / training program. Contractor shall maintain record of all such assessments on site.
- Z. Contractor shall notify all sub-contractors of any known hazards at the site and emergency / evacuation procedures. This shall be documented by using a contractor notification form. These forms will be reviewed during quarterly safety walk-throughs with Metro.

13.0 TRAFFIC CONTROL

The Contractor shall have responsibility for controlling the movement of traffic onsite and off-site if needed. This shall include the optimal use of queuing lanes and unloading spaces, and the provision of sufficient personnel to direct traffic effectively. This includes, but is not limited to, the provision of sufficient spotters to assist and direct public customers to facilitate unloading of their vehicles. If, in the sole opinion of Metro, the Contractor is providing insufficient personnel to alleviate traffic problems, the Contractor will have one hour to remedy the situation. If Contractor fails to remedy the situation within an hour of notice by Metro, liquidated damages may be assessed.

The Contractor shall assist all disabled vehicles and remove them from the traffic ways if necessary.

The parking at the rear of the facility is available for use by the Contractor's employees. All other parking areas will be approved by Metro. Metro reserves the right to change parking areas as necessary.

14.0 SECURITY

The Contractor is responsible for site security during hours the facility is open, to ensure no unauthorized site entry and/or facility misuse. The Contractor shall make good all damages resulting from its failure to provide adequate security. Such security shall include the staging/storage area.

Metro shall provide site security during all other hours, however, Metro shall not be responsible for any loss or damage to Contractor's property. The Contractor can elect to provide site security for its property during non-operating hours.

15.0 LAND FOR STORAGE PURPOSES

On-site storage of equipment, rolling stock and supplies, for the use in performance of the Contract, shall be permitted as space is available. Upon notice, Metro will have the right of access to all storage areas occupied by the Contractor.

16.0 TRANSFER TRAILER STORAGE

A transfer trailer staging/storage area is provided at Metro South Station such that the Transporter can store transfer trailers on-site. The Transporter shuttles (via a "yard goat") an empty transfer trailer to the compactor, and returns it to the staging area when loaded.

17.0 MATERIALS RECOVERY - General

The cost effective recovery of materials from the incoming wastestream shall be maximized. As described below, the Contractor is required to conduct materials recovery operations for both the public and commercial segments of the wastestream. With the exceptions of source separated yard debris and wood, the Contractor will receive a Recovery Credit for each ton of materials recovered, as well as the revenue from the sale of the materials. Contractor must recover at least 1% of the incoming acceptable waste annually. Metro shall have the right to unconditionally terminate this contract per Article 11 of the General Conditions should Contractor fail to achieve this recovery rate.

The Contractor will be responsible for selecting the markets/brokers for recovered materials, as well as for all activities in taking the materials to market. No source separated recyclables brought to the facility will be disposed. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze and yard debris from the site, as well as any other material listed in this section which may have a negative market value. Metro must approve of the markets for tires and yard debris.

Historical patterns of materials recovery are discussed in the background section of the RFP for this project and in the Appendix, as well as in the operations manual for the station.

Metro reserves the right, subject to negotiation, to require the Contractor remove reusables (or recoverables not targeted by the Contractor) from the wastestream or utilize a Metro designated third party.

Metro reserves the right to utilize the facility to conduct pilot waste reduction activities such as organics recovery. Contractor shall cooperate fully (including but not limited to providing space, labor and equipment) with such activities whether conducted by Metro or its agents. Such cooperation shall extend to Metro's conducting of periodic waste sorts at the facility. Contractor shall be compensated in accordance with payment section of the General Conditions.

The Contractor will report monthly the volume of materials recovered by type, the revenue received, and will weigh these materials at Metro scalehouses prior to delivery to markets. The Contractor shall not be entitled to additional compensation for the loss of, or fluctuations in, recycling revenues due to actions taken by Metro.

17.1 RECYCLING-STATION

The Contractor shall be required to provide a recycling station to receive source separated recyclables from the general public, near the area for public unloading designated in drawing contained in the Appendix unless otherwise approved by Metro. The purpose of the recycling station is to provide public customers with the opportunity to recycle materials. The recycling station will handle the following materials:

Newsprint	Glass	Aluminum
Steel (tin) cans	Mixed ferrous	Mixed non-ferrous
White goods	Corrugated cardboard	Tires
Used motor oil	Oil filters	Car batteries
Anti-freeze	Yard debris/wood	Plastic bottles/milk jugs
Scrap paper	Phone books	Magazines
Lawn mowers		

Metro shall have the right to add or delete materials from this list at any time.

All source separated materials will be stored in containers furnished by the Contractor. The Contractor will provide sufficient labor and equipment to:

- Recover recyclables from public loads which are source separated by asking that recyclables be set next to their vehicles or in a Contractor - provided receptacle;
- Recover recyclables from public loads which are not source separated if economically feasible, and informing such customers of the recycling discount available if they source separate;
- Remove source separated and recovered recyclables from public loads in the transfer station unloading area, to containers in the recycling station;
- Recover white goods for reuse where feasible, Metro reserves the right to approve markets for such materials and to contract with a third party for the recycling/reuse of white goods should Metro, in its sole opinion, wish to do so. Should Metro substitute such a third party, Metro shall no longer pay the Recovery Credit to the Contractor for white goods, however Contractor shall be responsible for setting aside such materials for Metro's third party Contractor;
- Assure the materials are properly prepared for market;
- Assure sufficient containers are available for use;
- Transfer materials in filled tarped containers to market and/or processing center;
- Maintain all facility's equipment supplied by Metro;
- Keep the recycling station free from litter and contaminated material at all times; and
- Maintain entire recycling area in a neat clean manner.

- Schedule sufficient pick-up of hazardous recyclables to prevent accumulation of these materials.
- Maintain warning signs, spill kits and safety equipment in area.
- Maintain operating safety shower and eyewash in area at all times.
- In addition, receive source separated yard debris, wood waste, or FBF waste in the area designated in the drawing contained in the Appendix, and take it to an appropriate recovery facility.
- Accept, at no charge, any of the materials listed above collected at Metro's onsite household hazardous waste facility.

Employees assigned to handle recyclable hazardous materials shall be properly trained and equipped.

Metro wishes to encourage the maximum recovery of recyclables possible, and therefore, will allow the Contractor to keep the revenues from all materials recovered, as well as provide the Contractor with a Recovery Credit for each ton of recovered materials, except for source separated yard debris and wood, as specified in the General Conditions. The Contractor will report monthly the volume of materials, by category, recovered, and marketed, revenues received and will weigh these materials at Metro scalehouses prior to delivery to markets.

The Contractor will select the markets/brokers. No source separated recyclable brought to the facility will be placed in the pit. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze and yard debris from the site, as well as any other material listed in this section which may have a negative market value. Metro must approve of the markets for tires and yard debris.

The Contractor shall not be entitled to additional compensation for the loss of, or fluctuations in, recycling revenues due to actions taken by Metro.

17.2 COMMERCIAL MATERIALS RECOVERY

The Contractor may recover materials from incoming commercial loads of mixed solid waste to the extent that such activities do not interfere with the loading of waste in a timely manner as determined by Metro. Contractor shall receive a per ton Recovery Credit for these materials (except source separated yard debris and wood), part or all of which may be rebated to haulers bringing in such loads as an incentive to high grade loads rich in recoverable materials. All outgoing loads of recovered materials must be targeted to prevent spillage.

For source separated loads of yard debris and wood received at the facility, Contractor shall not receive a Recovery Credit payment. Contractor shall be reimbursed per the prices submitted in the Schedule of Proposed Prices.

18.0 INSPECTION

Notwithstanding the annual review and inspection, the Contractor shall permit inspection of the work by Metro, its representatives, and governmental authorities having jurisdiction over the work, at all times.

Metro will inform the Contractor which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

In conjunction with the review of the Contractor's annual report, Metro, at its own expense, will review records of Facility performance over the previous contract year and inspect the Facility. The primary objective of this annual review and inspection will be to verify that the Facility is operating at its design level.

The annual performance review will consist of an audit of all Facility operating records for the previous contract year. The annual inspection will consist of: (1) an inspection of the physical plant with emphasis on safety and hazard mitigation; (2) a test of all instrumentation used for determining Facility performance; (3) a review of plant and equipment maintenance and replacement records; (4) a review of onsite or offsite accounting or bookkeeping data related to the receipt and disposal of all waste brought to the Facility; and (5) determination of continued efficiency and optimal operation of the Facility.

Within sixty (60) days following the annual performance review and inspection period, Metro will issue to the Contractor a summary of all findings.

Prior to the start of work and on termination or completion of this Contract, Metro, accompanied by the Contractor, will inspect all items of Metro-furnished equipment and facilities and shall jointly prepare a list of items requiring repair as a result of the Contractor's use. Final payment will not be made until the required repairs have been completed. Equipment and facilities which have deteriorated due to normal usage need not be repaired to a like-new condition.

19.0 PREFERENTIAL TREATMENT

The Contractor shall not, by act or omission, discriminate against, treat unequally, or prefer any user of the facility in the operation of the transfer station. Preferential treatment within the site will be considered a default by the Contractor and a breach of this Contract.

20.0 FIRE CONTROL

The site is provided with fire control equipment. The fire control equipment now on-site shall remain for the Contractor's use. Any additional or replacement equipment required for fire protection, and any maintenance of existing, additional or replacement equipment shall be the responsibility of the Contractor, subject to Metro's review and approval. Additional or replacement equipment shall be subject to reimbursement per the General Conditions. The equipment shall be tested in accordance with manufacturer's guidelines and any applicable local requirements. The Contractor shall provide 24 hour monitored alarm service for the system in place. Contractor shall prepare and train employees on the contents of a written Fire Prevention Plan describing equipment, alarms, training, and equipment inspections.

21.0 VECTOR CONTROL

The Contractor shall conduct the operation of the transfer station in a manner considered unfavorable for attracting or breeding rodents and insects.

Strict adherence to these specifications and operation procedures will reduce the potential problems to a minimum. In the event that rodent and insect activity become apparent to Metro or the Contractor, supplemental vector control measures will be initiated by the Contractor at its expense. Semi-annual inspections by a certified exterminator shall be conducted at the Contractor's expense and a copy of the findings will be forwarded to Metro. Metro may direct the Contractor to undertake any recommended actions by the exterminator, at the Contractor's expense.

Contractor shall ensure that hazardous pigeon droppings do not accumulate in corners or on ledges in the transfer station.

22.0 ODOR, DUST AND NOISE CONTROL

The Contractor shall monitor all work areas for hazards including toxic substances, dust, and noise at least once annually. Contractor shall not exceed OSHA or ACGIH recommended Threshold Limit Values for all regulated hazards.

Contractor shall not allow dust levels in customer areas to exceed 2.0 mg/m³ at any time.

The Contractor shall control dust on the site by use of the installed dust control system. Alternative dust and odor control measures may be performed by the Contractor with the approval of Metro. Equipment will be operated within limits of noise regulations.

If, in the sole opinion of Metro, odor, dust, noise or other hazards are not adequately controlled, contractor shall correct the hazards at Metro's direction immediately and recover costs through the resolution process.

23.0 WEIGHING AND BILLING SYSTEM

The weighing and billing system located at the scalehouse will be the responsibility of Metro. Maintenance of the scalehouse structures and the provision of janitorial services will be the responsibility of the Contractor. The Contractor will coordinate its activities with Metro's scalehouse personnel. The Contractor shall provide and maintain an alternate radio communication link between Metro's scalehouse personnel and the Contractor's spotters in the transfer station.

Metro will be responsible for the operation of the weighing and billing system, and for admitting public, commercial haulers and industrial accounts into the facility. The Contractor shall be paid based on the incoming weights established at Metro scalehouses.

The Contractor will not be allowed to operate the weighing and billing system, and will not be responsible for maintenance of the system's equipment, except for cleaning of the scale pit semi-annually.

23.1 COMPACTOR WEIGHING SYSTEM

Each compactor will be equipped with scales to assist the Contractor in building loads for the Transporter. It is the responsibility of the Contractor to maintain the scales in order to maximize loads while avoiding overloads.

24.0 TRANSPORTER'S SCALE SYSTEM

Each load sealed into the Transporter's trailer will be weighed at the onsite Transporter scale system to determine the payload and whether the load is road legal. The weight of each load extruded into transfer trailers will be printed on a manifest. This manifest will become the official weight record of the load and serve as the basis of payment for the Transporter and the Disposal Site operator. It will contain the date, time, container number, container tare weight, the seal number, as well as the weight of the load. A copy of the manifest will be given to the Contractor.

25.0 HOUSEHOLD HAZARDOUS WASTE FACILITY

Metro operates an onsite Household Hazardous Waste Facility. It is the responsibility of the Contractor to be aware, and comply with the operating procedures of the facility, provide traffic control, and obey any emergency orders given by Metro personnel in connection with the facility or with hazardous materials on the site. Contractor may dispose of the unacceptable waste accumulated from incoming waste in conformance with the Waste Handling Procedures Manual. Contractor shall remove all recyclables recovered at the facility for no charge, and remove and dispose of acceptable waste generated at the facility. Contractor shall receive only its normal per ton rate for removal and disposal of acceptable waste.

26.0 LITTER CONTROL

The Contractor shall conduct a daily litter cleanup covering the entire site (including the wetlands area, household hazardous waste facility and Transporter's parking area), once before 10:00 a.m. and once after 5:00 p.m. each day.

27.0 ON-SITE PERSONNEL

The Contractor shall provide sufficient on-site personnel to ensure efficient operation, maintenance and management of the facility. During periods of sickness and vacation, additional personnel must be available to provide the workforce necessary for the continued and uninterrupted operation and maintenance of the facility in the most efficient manner.

The Contractor shall meet the following minimum personnel requirements during waste acceptance hours:

- A. One Superintendent or Foreman who shall be considered the representative of the Contractor in charge of work;
- B. One clerical support staff (8 a.m. to 5 p.m. weekdays only);
- C. One loader/equipment operator;
- D. One compactor operator;

- E. Two spotters, one located on each side of the pit, to observe materials before and during tipping operations, and to assist in the control of traffic, unloading of refuse, control of debris, maintenance of the site, recovery of recyclable materials from public loads, the processing of recovered materials for shipment to markets including the stripping of appliances, the high-grading or processing of commercial loads if required, and the checking of receipts from all customers.
- F. One laborer for the recycling station and to control traffic.
- G. One HazMat technician whose duty is to monitor for suspicious waste and unacceptable waste, conduct the load checking program and ensure compliance with the Waste Handling Procedures Manual.
- H. During the peak periods of 10 a.m. to 2 p.m. weekdays and 10 a.m. to 4 p.m. weekends, the Contractor shall provide twice as many personnel for categories C-G above. Additional personnel may be required based on seasonal fluctuations and weekend vs. weekday operations. The Contractor is responsible for identifying such trends and adjusting the number of personnel as required at no additional cost to Metro.
- I. If Metro determines that additional personnel are required to accomplish the work, and Contractor disagrees, Contractor shall supply the additional personnel requested by Metro and the parties shall determine if additional compensation is required per the dispute resolution process contained in the Contract.
- J. In addition to these personnel, at Metro's request and subject to negotiation, the Contractor shall utilize a Qualified Rehabilitation Facility to remove reuseable items from the wastestream.

27.1 PERSONNEL TRAINING

The Contractor shall train all personnel directly involved in performing the work described in the Contract Document as per OSHA and / or Metro requirements. All employees operating equipment will receive documented training and acquisition of certificates as recommended by the manufacturer, on all equipment they are authorized to operate. All employees shall receive sexual harassment training annually. Supervisory personnel shall be familiar with the Contract Documents. At least one supervisor shall have read Metro's Regional Solid Waste Management Plan.

28.0 TRANSFER STATION EQUIPMENT

It is the intent of these specifications to ensure that adequate equipment suitable for arduous, heavy-duty service in connection with a solid waste transfer station and materials recovery operations is utilized by the Contractor. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be acceptable without Metro approval. The Contractor shall properly protect the equipment and place it in the charge of competent operators.

The Contractor shall make its own determination of the number and type of equipment needed to achieve compliance with the Contract Document. A list of the equipment supplied by the previous Contractor is contained in the Appendix.

The Contractor shall be required to submit in its proposal a list of major equipment it will supply to comply with the contract requirements. If, in the judgment of Metro, the equipment is not adequate, the proposer can be declared non-responsive and rejected at Metro's discretion.

28.1 FUEL STORAGE

A fuel storage area is available onsite for a Contractor supplied tank. The Contractor shall ensure compliance with all regulations if an onsite storage is utilized.

28.2 COMPACTORS

Two Metro owned compactors are to be used in the compaction of waste. One is an Amfab Transpak 500 which extrudes a single bale. The other is a SSI Model 4000 which extrudes two bales per load.

29.0 METRO-SUPPLIED FACILITIES

Metro will provide the Contractor use of the facilities located at 2001 Washington Street, Oregon City, Oregon, and known as Metro South Station for performing the work under this Contract. All equipment and facilities provided at that site shall remain the property of Metro, except as specified herein, and shall be returned to Metro in good working order upon termination or completion of this Contract.

The Contractor shall be responsible for the security, proper operation, maintenance, repair, and condition of all equipment and facilities furnished by Metro, including the scalehouse (except for the weighing system). The equipment shall be used exclusively to conduct waste transfer operations and shall not be removed from the premises except for purposes of repair or maintenance unless approved by Metro.

30.0 MAINTENANCE REQUIREMENTS

Unless otherwise specified, the Contractor shall be responsible for the maintenance and repair of the facility, all Contractor-furnished equipment, all Metro-furnished equipment and facilities, and all plumbing, mechanical, and electrical systems and components, drainage structures, all fixtures and devices related thereto which form a part of, or are installed therein.

30.1 METRO-FURNISHED EQUIPMENT

- A. The Contractor shall maintain Metro-furnished equipment in good working condition at all times. Maintenance shall conform to the recommendations of the manufacturer.
- B. Equipment covered by a manufacturer's warranty shall be maintained in accordance with the terms of the warranty. All repairs or adjustments covered by the manufacturer's warranty shall be referred to an authorized representative of the manufacturer.
- C. All necessary repairs which are not covered by the terms of the manufacturer's warranty for whatever reason shall be made by the Contractor.

- D. The Contractor shall be responsible for replacement/repair of any Metro owned equipment or facilities lost, damaged, destroyed, worn out, stolen, or rendered inoperable, due to Contractor's negligence including but not limited to Contractor's failure to operate or maintain the equipment in accordance with the manufacturer's recommendations as contained in the appropriate manual (a list of which is contained in the Appendix) or these Specifications
- E. All stationary equipment shall be suitably painted and/or finished so as to present an acceptable appearance in the opinion of Metro.

30.2 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES

Routine maintenance is the responsibility of the Contractor, and must be conducted according to manufacturer specifications and proper lock-out procedures. Routine maintenance includes, but is not limited to:

- A. Daily and Weekly Inspection/Maintenance (as detailed in operator's manual):
- B. Semi-annual and Annual Maintenance (as detailed in operator's manual):
- C. Unscheduled Repair should be done in the manner leading to the minimum amount of operational down time. The Contractor shall maintain an inventory of replacement parts as recommended by the manufacturer (See Appendix).

30.3 COMPACTOR

Upon completion of the contract term, Contractor shall return to Metro the Metro-furnished compactors in a condition that reflects normal wear and tear.

30.4 COMPACTOR REIMBURSEMENT

Metro will reimburse the Contractor for costs associated with repair of the compactor in accordance with the procedures contained in the General Conditions.

30.5 CONTRACTOR-FURNISHED EQUIPMENT

Contractor-Furnished equipment shall be properly maintained in a safe working condition at all times. The Contractor shall be responsible for all costs associated with Contractor furnished equipment.

30.6 BACKUP EQUIPMENT

The Contractor shall furnish, at its expense, whatever backup or substitute equipment for Contractor-supplied equipment which may be required to continue operation in accordance with contract requirements during the period when equipment is inoperable. Provisions must be made, and approved by Metro, for a replacement dozer to be available.

30.7 BUILDINGS

- A. The buildings shall be maintained in good condition at all times. Painted surfaces on the interior and exterior shall be repainted by the Contractor every 24 months. Factory-finished metal wall panels of the buildings shall not be repainted. The type of paint, color, and method of application shall be subject to review and approval by Metro prior to commencement of

repainting work. All structural girders and ventilation systems shall have dust removed from their surfaces on a schedule agreed to by Metro, and all their painted metal surfaces that are chipped or corroded shall be repainted annually.

- B. The Contractor shall be responsible for inspection, lubrication, adjustment, repair and maintenance of all building systems (including scalehouse) to include, but not necessarily be limited to, plumbing, sumps, degreasers, fixtures; heating, ventilating, and air conditioning systems, components, and devices; fire and dust suppression systems; radio communications equipment. Any item, component, or device which is lost, damaged, destroyed, or which fails during the contract period shall be replaced by the Contractor.
- C. The Contractor will be required to clean storm water sumps as needed, and test water quality as required by the wastewater discharge permit. Contractor will ensure compliance with the permit and be responsible for all costs associated with testing and permit compliance.

30.8 WEIGHING SYSTEM

- A. Maintenance and repair of weighing system scales and associated equipment will be performed by Metro at no expense to the Contractor. The Contractor will be required to clean the scale pits semi-annually at no cost to Metro.
- B. Maintenance of the compactor weighing systems shall be the responsibility of the Contractor.

30.9 COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK

- A. The Contractor shall operate and maintain twice daily, or as needed, the existing commercial and industrial vehicle wash rack. Use of the wash rack will be restricted to commercial and industrial customers by the Contractor.
- B. Daily maintenance will include the inspection of the truck wash sump, and cleaning as needed or at least weekly; and daily general cleanup of the area. Weekly removal of all accumulated solids from catch basins shall be performed. Hoses must be maintained in operable condition and nozzles must be attached to hoses at all times. As part of routine maintenance the operating pressure shall be such that commercial collection vehicles which use the facility can be cleaned adequately. The Contractor will be responsible for maintaining clearance of the sewer lines from the wash racks part of routine maintenance.
- C. Contractor shall supply shovels and brooms for users of the washrack.
- D. Contractor shall install and maintain wire mesh over catch basin grates.
- E. Contractor shall enforce driver cleanup policy which includes probability cleaning of under carriage and engine compartments and placement of brush in proper containers provided by the contractor. Contractor shall post a sign stating these procedures and the reason for them.

30.10 DRIVES AND PAVEMENTS

- A. Repair, patching, and remarking of drives and pavements inside and outside of structures, but within the site's boundaries, shall be the responsibility of the Contractor, as needed or directed by Metro, at no cost to Metro.

- B. The Contractor will be responsible for painting and maintaining traffic direction lines on the roadways (including staging/storage area). These will be two different colored lines on roadway from scalehouse, one leading into the public side, the other into the commercial side.
- C. Replacement of the pavement shall be done as needed, with either the Contractor acting as Metro's agent or through Metro contracting directly for this service.

30.11 STREET CLEANING AND MAINTENANCE

- A. The Contractor shall pull a mobile magnet capable of removing all ferrous metal daily, to collect all ferrous objects from the truck wash facility, transfer station area, Transporter's parking area, the entrance and any and all other paved areas on the site.
- B. The same area will be kept clean by high pressure washing with water, power broom or other street cleaning equipment approved by Metro. These areas must be cleaned at least one time per week or as often as necessary, as determined by Metro.

30.12 RESURFACING PIT FLOOR

- A. The entire pit floor shall be resurfaced with two 2 inch lifts of asphalt as needed. Surface preparation, mixing, and application shall follow the manufacturers recommendations.
- B. Any holes that develop in the pit floor shall be filled with the appropriate material to prevent accelerated deterioration of the floor.
- C. All resurfacing or patching of pit floor shall be accomplished during hours of normal closure and shall not interrupt service. This shall be deemed a replacement for purposes of reimbursement.

31.0 HOUSEKEEPING

The Contractor will:

- Pressure wash interior of transfer building with Metro-approved chemicals at least annually from the time the operation commences, and at one month prior to the completion of the Contract;
- Pressure wash exterior of transfer building in conjunction with the cleaning of the interior;
- Clean all surfaces of accumulated dust and other materials within the transfer building at least weekly.

Work and vehicle maneuvering areas within the transfer station and maintenance building shall be swept and hosed daily at a minimum and washed with detergent if necessary. All spills will be addressed immediately. All hazardous materials shall be properly stored in labeled containers. Wastes shall be removed daily in accordance with standard disposal rules and procedures. Waste generated from housekeeping activities shall be removed from the site and properly disposed.

The Contractor shall supply all equipment, supplies and labor for cleaning. Contractor shall use environmentally safe cleaning agents as determined in cooperation with Metro.

31.1 JANITORIAL SERVICES

The following services will be provided a minimum of five (5) days per week, for both the transfer station building (including but not limited to the foyer, conference and break rooms) and main and small scalehouse, unless otherwise indicated:

- Vacuum mats and carpets;
- Dust desks, chairs, cabinets, etc.;
- Spot clean fingerprints from walls and doors;
- Empty trash, replace liners as needed;
- Dust off counters, desks and tables;
- Dust-mop any tile floors and stairwells; Wet-mop any tile floors and stairwells;
- Stairwell to tunnel swept nightly;
- Spot clean fingerprints from bathroom cabinets;
- Clean bathroom sinks, toilets and counters;
- Replace toilet tissue, paper towels as needed;
- Strip and wax floors once a month;
- Clean all windows weekly;
- Buff floors weekly;
- Carpets shall be scrubbed bi-monthly.
- Provide doormats at each entry to the offices and scalehouse, replace with clean mats weekly
- Provide all janitorial and cleaning supplies as needed (non-toxic).

32.0 LANDSCAPE MAINTENANCE.

Metro will be responsible for landscaping at the site. Contractor will be responsible for the repair or replacement of all structures such as drainage structures, kiosk, and fences. Contractor shall be compensated per payment section of the General Conditions. Cleaning of drainage structures shall be considered routine maintenance.

33.0 PERMIT COMPLIANCE

The Contractor will be required to operate the transfer station in complete compliance with all permits issued to Metro by regulatory agencies. The Contractor will be responsible for making any improvements or modifications in operating procedures necessary to reach Permit compliance to Metro. Any penalties levied by the regulatory agencies for Permit noncompliance due to negligent operation or omission by the Contractor, will be paid by the Contractor.

Penalties will be in addition to any liquidated damages assessed according to the Contract Documents.

33.1 OPERATING PERMITS

Metro has the necessary Permits to operate the facility. These include:

- Conditional Land Use Permit and Design Review Requirements for Oregon City, Oregon.
- Solid Waste Disposal Permit from the Oregon Department of Environmental Quality.
- Industrial Wastewater Discharge Permit

IMPLEMENTATION OF INDUSTRIAL WASTEWATER DISCHARGE PERMIT

It is the responsibility of the Contractor to implement the testing program required by the Industrial Wastewater Discharge Permit and to pay for all associated costs.

34.0 UTILITIES

All utility charges, including water/sewer, electricity, telephone will be the responsibility of the Contractor, except the telephone charges for Metro personnel, the water for the Metro scalehouses and the electricity for the Household Hazardous Waste Facility. The Contractor shall forward copies of utility bills to Metro each month.

35.0 COORDINATION

The Contractor will be responsible for coordinating its activities with the waste Transporter. Metro will act as the arbitrator of any disputes between any and all Contractors and/or disposal site operators connected with the work, regarding the performance of the work and the interpretation of the contracts involved. It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against him/her prior to this meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to the meeting will be the responsibility of Metro.

36.0 OPERATIONS REPORTING REQUIREMENTS

The Contractor shall establish and maintain an information system to provide storage and ready retrieval of Facility operating data.

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Facility (except for Scalehouse functions). These shall include, but not be limited to (as applicable): maintenance records, equipment replacement records and schedules; and safety and accident reports; quantity of Acceptable Waste delivered to the Facility; quantity of Source-Separated recyclable materials received and sold; quantity of Recovered Materials produced and sold; quantity of compacted waste loaded for transport to disposal; and quantity and type of Unacceptable Waste handled. Metro will have complete access to all such records.

The Contractor shall provide Metro with monthly reports within fifteen (15) calendar days of the end of each month, including, but not limited to, the following operating data (as applicable):

- (1) Complaint forms, recommended actions, and/or actions taken;
- (2) Any extraordinary occurrences affecting Metro;
- (3) Status of operating equipment;
- (4) Any correspondence between the Contractor and governmental bodies relevant to the Contract;
- (5) Reports on accidents and their status;
- (6) Monthly sales of Recyclable Materials (by material and price):

- (7) Monthly quantity of waste compacted and loaded for transport to disposal (by facility);
- (8) Quantity and type of Unacceptable Waste;
- (9) Financial data pertaining to the facility's movement of materials at the station and utility consumption as deemed appropriate by Metro.

The Contractor shall prepare an annual report subject to independent audit that incorporates a summary of the monthly operations reports for the preceding 12-month period summarizing all required data and records. This report shall be submitted to Metro within ninety (90) days after the end-of each contract year.

The Contractor shall prepare an operating and maintenance manuals for the facility. The manual shall include waste handling procedures, the number and type of positions and equipment, routine maintenance requirements and the plans required above.

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SPECIFICATIONS FOR METRO CENTRAL STATION

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION/REQUIREMENTS.....	1
2.0 OPERATING PLAN. GENERAL	2
3.0 WASTE FLOW AND HOURS OF OPERATION	3
4.0 ACCEPTANCE OF ACCEPTABLE WASTE	4
5.0 UNLOADING OF REFUSE AT METRO CENTRAL STATION.....	4
6.0 TRANSFER INTO TRANSPORTER'S CONTAINERS.....	4
7.0 PROCESSING, TRANSFER, TRANSPORT AND DISPOSAL OF DRY WASTE	6
7.1 CONTAINER PERFORMANCE REQUIREMENTS	6
7.2 PAYMENT	7
8.0 COMPACTOR OPERATIONS - GENERAL.....	7
8.1 SAFETY.....	7
8.2 START-UP PROCEDURE.....	7
8.3 LOADING THE COMPACTOR.....	8
8.4 COMPACTION STROKES	8
8.5 ROAD LEGAL PAYLOADS.....	8
8.6 EJECTING THE BALE.....	8
8.7 SHUTDOWN	8
8.8 SPILLAGE	8
8.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING.....	9
9.0 TYPE OF WASTES ACCEPTED	9
10.0 LOAD CHECKING PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE.....	9
10.1 SERVICES PROVIDED BY CONTRACTOR.....	9
10.2 SERVICES PROVIDED BY METRO.....	10
10.3 GENERAL LIMITATION ON METRO'S LIABILITY.....	11
11.0 REFUSAL OF WASTE BY THE CONTRACTOR.....	11
12.0 CONTRACTORS RESPONSIBILITY FOR SHIPPED WASTE	11
13.0 CONTINGENCY PLANS. GENERAL	11
13.1 CONTINGENCY PLANS. EMERGENCY.....	12
13.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM.....	12
14.0 TRAFFIC CONTROL.....	15
15.0 SECURITY	15

16.0 LAND FOR STORAGE PURPOSES	15
17.0 CONTAINER STORAGE.....	15
18.0 MATERIALS RECOVERY - GENERAL.....	16
18.1 RECYCLING-STATION.....	16
18.2 COMMERCIAL MATERIALS RECOVERY	18
19.0 INSPECTION.....	18
20.0 PREFERENTIAL TREATMENT	19
21.0 FIRE CONTROL.....	19
22.0 VECTOR CONTROL	19
23.0 ODOR, DUST AND NOISE CONTROL.....	20
24.0 WEIGHING AND BILLING SYSTEM	20
24.1 COMPACTOR WEIGHING SYSTEM.....	20
25.0 TRANSPORTER'S SCALE SYSTEM.....	21
26.0 HOUSEHOLD HAZARDOUS WASTE FACILITY	21
27.0 LITTER CONTROL.....	21
28.0 ON-SITE PERSONNEL.....	21
28.1 PERSONNEL TRAINING	22
29.0 TRANSFER STATION EQUIPMENT.....	22
29.1 FUEL STORAGE.....	22
29.2 COMPACTORS	22
30.0 METRO-SUPPLIED FACILITIES	22
31.0 MAINTENANCE REQUIREMENTS	23
31.1 METRO-FURNISHED EQUIPMENT.....	23
31.2 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES	23
31.3 COMPACTOR	23
31.4 COMPACTOR REIMBURSEMENT	24
31.5 CONTRACTOR-FURNISHED EQUIPMENT	24
31.6 BACKUP EQUIPMENT.....	24
31.7 BUILDINGS.....	24
31.8 WEIGHING SYSTEM.....	24
31.9 COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK.....	25
31.10 DRIVES AND PAVEMENTS	25
31.11 STREET CLEANING AND MAINTENANCE	25
32.0 HOUSEKEEPING.....	26

32.1 JANITORIAL SERVICES	26
33.0 LANDSCAPE MAINTENANCE.	26
34.0 PERMIT COMPLIANCE	26
34.1 OPERATING PERMITS	27
35.0 UTILITIES	27
36.0 COORDINATION.....	27
37.0 OPERATIONS REPORTING REQUIREMENTS.....	27

1.0 PROJECT DESCRIPTION/REQUIREMENTS

A brief description of the services to be provided is stated in the INTRODUCTION to the Request for Proposals (RFP). To determine the full scope of the work or any particular part of the work, the applicable information in the several parts of these Contract Documents must be read together. The following additional information, though not all-inclusive, is given to assist the Proposers in their evaluation of the work required to meet the project objectives.

When operations begin, this project will provide Metro with a full service transfer station (Metro Central Station) serving the disposal and recycling needs of the public, commercial collectors and industrial accounts, as designated by Metro, within the boundaries of the Metro. The operations will be completed in accordance with the Contract Documents, and any regulatory permits or requirements. The period of operations will extend from 12:01 a.m. on _____ to 11:59 p.m. on _____.

Components of this project include:

- A. Mobilization of equipment and personnel on to the site.
- B. Receiving Acceptable Waste on-site from the public, commercial haulers, and industrial accounts.
- C. Traffic control.
- D. The removal of recyclables from public loads by assisting customers.
- E. Materials Recovery processing of a portion of the Acceptable Waste;
- F. Locating markets for recyclables and providing vehicles and personnel to transport the Source-Separated and Recovered Materials;
- G. Handling, compacting and loading solid waste onsite.
- H. Operation and maintenance of Contractor furnished equipment and Metro-furnished equipment and facilities except weighing system and the Household Hazardous Waste Facility.
- I. Provision and training of personnel.
- J. Furnishing of all supplies, materials, equipment and services for performance of the Contract.
- K. Litter control on-site, including the use of a magnet daily.
- L. Site security during operating hours.
- M. Insect, vermin, dust and odor control.
- N. At least monthly meetings with Metro to report on progress achieved and any special problems encountered.
- O. Coordination with other Contractors.
- P. Maintenance of safe and healthy operating conditions for all customers and employees.
- Q. Safety and operations training.
- R. Demobilization of equipment and personnel from the site upon completion or termination of this Contract.

2.0 OPERATING PLAN. GENERAL

The Contractor shall conduct the operation of the transfer station as described by the Contract Documents, including Drawings provided under separate cover, maintenance manuals provided by Metro through the manufacturer for Metro supplied equipment, and the operations and maintenance manuals provided by the previous Contractor.

The Contractor is responsible for operation and maintenance of Metro Central Station. As part of the operation of Metro Central Station, the Contractor is responsible for receiving and compacting waste, and loading transfer vehicles provided by the Transporter (Transporter) and for supplying and installing a seal.

The Contractor will be responsible for loading the containers with a road legal weight in a timely fashion, unloading waste from the container if it is found to be overweight, and balancing loads which are found to be out of compliance with appropriate regulations. In addition, Metro reserves the right to contract with other parties for the transport of waste.

The Transporter is responsible for providing empty containers for loading and for shuttling vehicles to and from the compactor in a timely fashion. The Transporter will store containers up to five containers onsite, as well as additional containers on a nearby site, and is required to have empty containers available for loading. It is the responsibility of the Transporter to determine if the container is overweight or out of balance before moving the container from the transfer station. The Transporter is responsible for inspecting and verifying that the seal is installed properly before moving the container from the transfer station, transporting the load of waste from the transfer station to the Columbia Ridge Landfill, and then unloading it.

If the Contractor improperly installs the seal, the Transporter is required to notify the Contractor prior to leaving the facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Transporter from any recovery for damages arising out of any improperly installed seal. In addition, the Transporter can request removal of the seal to inspect the interior of the container, its contents, and request and receive a new seal from the Contractor.

In addition to the compaction and loading of waste into the Transporter's containers for disposal, the Contractor shall be responsible to provide two other major activities - materials recovery and the transport and disposal of dry waste. Materials recovery will be conducted by collecting source separated materials from the general public and by recovering materials from the mixed waste stream for reuse, recycling or for use as a fuel. A variety of equipment is available for the Contractor's use in recovering materials from the mixed waste stream as more fully described herein.

The Contractor shall be responsible for the diversion, processing, transport and disposal of dry waste received at the facility, at least in the amount negotiated as part of this contract. It is the responsibility of the Contractor to ensure that such waste is appropriate for disposal at a limited purpose landfill.

The services provided by the Contractor shall be performed in accordance with all state, federal and local regulations.

The Contractor will conduct its activities so as to maximize coordination with any Metro-designated party, and to minimize loading and unloading time spent at the transfer station, in a cost effective manner.

The Contractor shall have the responsibility for the operation of the facility in accordance with the provisions of the Contract Documents for the full term of the Contract Agreement.

The Contractor shall be responsible for any damage attributed to its operations caused to Metro-owned or privately-owned facilities including, but not limited to, equipment used in the loading and transport of the containerized waste, Metro scalehouses and the Metro Hazardous Waste facility. The Contractor shall repair or replace any such damage at no additional charge to Metro in a timely manner. Contractor shall not be responsible for damage not attributed to its operations.

3.0 WASTE FLOW AND HOURS OF OPERATION

The facility will be open for the public from 6:00 a.m. to 7:00 p.m. during PDT and from 6:00 a.m. to 6:00 p.m. during PST, seven days a week. The facility will be open for commercial and industrial accounts from 3:00 a.m. to 7:00 p.m. Monday through Saturday and 6:00 a.m. to 7:00 p.m. Sunday during PDT, and close one hour earlier during PST. Contractor shall accept waste delivered in transfer trailers 24-hours per day upon request of any hauler delivering waste in Transfer Trailers. The Contractor is not entitled to additional payment for extension of delivery hours. The Transfer Trailer Contractor will follow procedures established by Metro for recording weights of transfer trailers delivered during hours the scalehouse is not staffed by Metro. The facility will be closed for all business on Christmas Day.

Metro reserves the right to increase or decrease the hours and days that the facility is open.

The Contractor shall not be entitled to any reimbursement, under any provisions of these specifications or the General Conditions, for costs or revenue losses due to changes by Metro in the type of accounts which may use the facility, or in a decrease in the number of hours the facility is open. Metro shall be entitled to a reduction in payment for any decrease in hours of operation in accordance with the deletion of work provisions of the General Conditions. For any increase in the hours of operation, Contractor shall be entitled to an increase in compensation in accordance with the additional work provisions of the General Conditions. Metro shall provide the Contractor with 24 hours written notice of any change in hours of operation or types of accounts which may use the facility.

Waste volumes at each facility will fluctuate daily, weekly and monthly. The Contractor must be capable of handling these variations such that the operations at the transfer station are not impeded. For a detailed analysis of projected waste flow on an hourly, weekly, monthly, and yearly basis, refer to the APPENDIX in this document. These projections are estimates only and shall not be regarded as guaranteed flows.

4.0 ACCEPTANCE OF ACCEPTABLE WASTE

The Contractor shall operate the Facility to receive regular deliveries of Acceptable Waste on a seven-day per week basis from drop box trucks, compactor-type vehicles, large dump trucks, transfer vehicles, private citizen vehicles and other vehicle types approved by Metro. The Contractor shall accept all waste which is delivered to the Metro Central Station, except waste which is Unacceptable Waste as defined in this Contract, or so specified in the future.

Metro employees, operating the scalehouses, shall make all determinations regarding fees to be paid by haulers using the Facility.

Each vehicle shall be weighed by Metro upon entering the Facility at one of three scalehouses as shown on the drawings. After unloading, the vehicle shall be reweighed to determine the net weight of the Acceptable Waste. If a vehicle contains a large amount of recyclables which qualify for a reduced charge, Metro may require the vehicle to unload the waste and reweigh prior to unloading the recyclables.

The empty or tare weight of commercial vehicles may be established by Metro and recorded so that the vehicles will not be required to re-weight each time after unloading.

All Recovered Materials, compacted waste, and Unacceptable Waste shall be weighed by Metro prior to removal from the Facility. This data will provide checks on the Facility efficiency and known quantities for Materials Recovery and landfilling. The Contractor will provide staff as necessary to accomplish the tasks contained in these Documents.

The Contractor shall be required to accept all Metro Acceptable Waste specified in the Agreement.

5.0 UNLOADING OF REFUSE AT METRO CENTRAL STATION

Waste brought by vehicles with automatic unloading mechanisms will be directed to the appropriate commercial unloading area; depending on whether the Contractor plans to recover materials, dry waste or to load the waste directly into the Transporter's containers. Other vehicles should be unloaded in the public area. During heavy public and low commercial volumes, the Contractor can direct the public to the commercial area.

Metro may direct the flow of traffic at any time for any purpose.

Contractor must ensure that unloading operations are done in a safe manner. Contractor shall monitor users of the transfer station to ensure that normal operations are conducted in a safe manner. Contractor shall visually monitor actions taken and equipment used by commercial and public users of the facility, and shall immediately correct any hazards detected during the course of normal operations.

6.0 TRANSFER INTO TRANSPORTER'S CONTAINERS

After materials recovery or processing for dry waste, as appropriate, the remaining putrescible waste shall then be loaded into the compactors until an acceptable length and weight for the

Transporter is achieved. The Contractor is responsible for the compaction and extrusion, into the Transporter's container at a rate of four to six loads per hour when waste is available. The Transporter is responsible for positioning the container to the compactor for receiving the load, removing the loaded container, and positioning the next container.

The Contractor shall use best faith effort to maximize the Transporter's payload, without overloading the container. The Contractor is responsible for removing waste as necessary to correct loads which exceed the length and/or weight capabilities of the Transporter. The Contractor shall be entitled to a bonus per the formula below, for maximizing the Transporter's payloads. The bonus is an attempt to share Metro's transportation cost savings resulting from transporting loads at densities greater than 790 lbs/cu. yd. (28 tons).

COMPACTION MAXIMIZATION BONUS

1. Base tonnage (BT)=(Loads/Mo.) x 28 tons
2. Tons transported (TT)= Tons transported per month
3. Bonus tons = (TT - BT) + (Bonus tons from previous month)
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) + (Bonus tons from previous month)] x \$6.75 - (OL x \$16.50)

If "bonus tons" is greater than zero, the Contractor receives a per ton bonus equal to \$6.75 per ton for each "bonus ton" for that month, less the overload deduction of \$16.50 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 \$6.75 bonus ton and \$16.50 overload deduction shall be adjusted annually, consistent with Article 13 (B) of the General Conditions, to reflect changes in the cost of doing business.

At the completion of extruding the waste into the container, the Contractor is responsible for installing a lock seal on the container, such as a flat metal seal that prohibits removal by hand. Each seal shall be marked with three letters (e.g., MCS for Metro Central Station) identifying the facility, the Contractor and a sequentially increasing set of at least four digits.

Example: *MCS-CON-0000*

The operator shall record the container identification number and enter the seal code into the computer (supplied by Metro) which generates the load manifest.

It is the responsibility of the Transporter to ensure that the seal was properly installed before the container leaves the staging/storage area. Once the Transporter has verified that the seal is properly installed, the waste contained within the container is the responsibility of the Transporter

until the seal is broken in accordance with the "JGT ENTRANCE POLICY" contained in the Appendix.

If the Contractor improperly installs the seal, the Transporter is required to notify the Contractor prior to leaving the Facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Transporter from any recovery for damages arising out of any improperly installed seal. In addition, the Transporter can request removal of the seal to inspect the interior of the transfer trailer, its contents, and request and receive a new seal from the Contractor.

7.0 PROCESSING, TRANSFER, TRANSPORT AND DISPOSAL OF DRY WASTE

As part of this Contract, the Contractor guarantees to divert from Acceptable Waste received at the facility, transport and dispose, _____ tons of dry waste annually (as that term is defined in the General Conditions). For purposes of this contract, such waste cannot be disposed in a municipal solid waste landfill, except for the Columbia Ridge Landfill located in Gilliam, County, Oregon.

The Contractor shall be responsible for separating dry waste from incoming loads, processing such waste to remove recoverable materials and putrescible waste, providing and loading transport vehicles, transporting and disposing of the waste.

7.1 Container Performance Requirements

Containers shall be of a leak-proof design considered "wind and water tight" as spillage of either waste or liquids from the container while in transit or storage is prohibited. Solid doors, screens or tarps must be utilized to cover the top of the container. If screens or tarps are utilized, they must be fastened in such a manner (approved by Metro) as to prevent waste leaving the container and be leak-proof. If the transport route includes travel through the Columbia River Gorge National Scenic Area, then only solid doors shall be used and the Contractor shall comply with the terms of the "Settlement Agreement" between Metro and AAA contained in the Appendix.

It is the intent of these Specifications to ensure that Contractor equipment is suitable for the arduous, heavy-duty service connected with solid waste transport. Containers shall be of a construction capable of withstanding the extreme abuse expected from receiving solid waste. Consideration in the design should also be given to minimizing odor. Contractor shall be fully responsible for replacing any container equipment which does not meet these standards.

All Contractor-furnished equipment shall be properly maintained in a safe working condition at all times. Transfer tractors and containers shall be suitably painted and/or refurbished so that they present an acceptable appearance subject to the review and approval of Metro.

7.2 Payment

For each ton of dry waste disposed under this section, the Contractor shall receive the unit price, as contained in the price schedule (adjusted annually per Article 13 B), times the number of dry tons disposed of during the month, up to 50,000 tons annually. Contractor shall not separate, transport and dispose of more than 50,000 tons of dry waste per contract year. If Contractor exceeds this 50,000 ton limitation Metro shall have the right to unconditionally terminate this Contract per Article 11).

If Contractor fails to transport and dispose of the dry tons guaranteed above, Metro shall deduct from the Contractor's monthly payment, for the 12th month of the contract year, the following amount:

Deduction = (# of dry tons guaranteed - dry tons actually disposed) x (Metro's Avoided Cost - dry waste price)

For purposes of this paragraph, Metro's avoided cost shall equal the variable unit cost to transport and dispose of a ton of waste at the Columbia Ridge Landfill.

For purposes of this Contract, any deductions shall be made from the variable portion of the Contractor's payments.

8.0 COMPACTOR OPERATIONS - GENERAL

There are three compactors onsite for use in the compaction of waste. Two were manufactured by SSI and produce two bales per load. The third is an Amfab compactor and it produces a single bale payload.

8.1 SAFETY

It is the Contractor's responsibility to assure that personnel are in a safe location relative to the compactor at all times, including but not limited to, start-up, operation, and maintenance. The machine shall not be worked on unless the power to the unit is locked out. The Contractor is also responsible to provide initial and ongoing training (including manufacturer's certification) for all operators and maintenance personnel of the compactor. The Contractor shall maintain all warnings and decals attached to the machine. The contractor shall maintain a written lock-out tagout program for each compactor and provide certification of employee training.

Contractor shall ensure that all hazards in the compactor area are clearly marked. Contractor shall equip the contractor area with drain covers and adequate absorbent to contain spillage of 300 gallons of hydraulic fluid and prevent contamination from entering sanitary or storm sewers. Immediate actions to take in the event of a hydraulic fluid release from the compactor shall be posted in the compactor area.

8.2 START-UP PROCEDURE.

The Contractor is responsible to follow the compactor start-up procedures listed in the operator's manual.

8.3 LOADING THE COMPACTOR.

- A. Building the Bale. Steps for building the bale, described in the operator's manual, should be followed.
- B. Material Limitations. It is the responsibility of the Contractor to load the compactor so it will function properly without jamming, puncturing the compactor or container walls, causing fire, explosion, or any other damage. In general, materials of concern such as those listed below should either make up a minimal portion and be placed in the middle of the load or be excluded/ removed, to avoid problems.
 - (1) Construction debris (large structural timber or steel), engine parts, car axles and other materials may puncture the walls of the container or compactor. Concrete or rock (greater than 3 feet in diameter) or large stumps.
 - (2) Sheetrock and cement in large quantities.
- C. Consistent Length and Weight of Payload. Waste loaded into the compactors should be well mixed such that consistent density and lengths of maximized payloads are produced. This includes mixing waste to avoid very wet loads to avoid short dense payloads. Loosely packed garbage loads which may produce underloads should also be avoided.

8.4 COMPACTION STROKES

It is the responsibility of the Contractor to use the appropriate number of compaction strokes with each type of load in an attempt to achieve consistent, cost effective road legal payloads (with balanced axle weights).

8.5 ROAD LEGAL PAYLOADS

Total weight of payloads can be determined from the compactor scale readout. It is the responsibility of the Contractor to monitor the scale weight and to not exceed the maximum legal transport weight or axle weight. If an overload does occur, based on either total weight or unbalanced axles, the Contractor must reduce the bale weight such that the Transporter will be road legal.

8.6 EJECTING THE BALE

The Contractor should follow steps for the compactor unloading procedures indicated in the operator's manual.

8.7 SHUTDOWN

Shutdown procedure should be carried out as indicated in the operator's manual. Every day after shutdown, the machine shall be checked for hydraulic leaks at the power unit and field plumbing.

8.8 SPILLAGE

The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale. All waste spilled must be cleaned up after each bale is ejected.

8.9 OVERLOADS DUE TO COMPACTOR LOAD CELLS NOT FUNCTIONING

It is the responsibility of the Contractor to check and maintain each of the compactor load cells, such that overloads do not occur. Checking and maintenance of the load cells includes a weekly comparison with weighing system certified scales. In the event that an overload does occur due to a malfunctioning load cell, the Contractor must reduce the weight such that the Transporter's bale will be road legal. It is the Contractor's responsibility to repair the load cell as soon as possible in order to continue operating without overloads.

9.0 TYPE OF WASTES ACCEPTED

The Contractor shall accept all waste which is delivered to the Metro Central Transfer Station, except waste which is unacceptable as defined in this contract.

10.0 LOAD CHECKING PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE

10.1 SERVICES PROVIDED BY CONTRACTOR.

- A. Contractor shall provide one trained hazardous material employee ("HazMat technician") to be available during all hours of waste acceptance, seven days per week. Trained HazMat technicians shall be available to perform load checks and/or manage unacceptable wastes as requested. The primary job responsibility of HazMat technicians shall be to perform the duties described in this program. HazMat technicians shall be trained in methods of detecting Suspicious and Unacceptable Waste, responding to incidents involving unacceptable waste, and documenting the generators of such waste.
- B. Contractor shall insure that all HazMat technicians receive Occupational Safety and Health Administration (OSHA) 40-hour hazardous waste operations and emergency response training. Contractor shall submit documentation certifying that all HazMat technicians have met any and all training and medical monitoring required by Metro, OSHA, or other regulatory agencies for Emergency Response, Hazard Communication, Blood-borne Pathogens, and use of respirators and hearing protectors. Contractor shall follow Metro's written safety programs and procedures, and the Site Emergency Action Plan for Metro Central Station.
- C. Contractor shall inspect all waste received in a manner which is reasonably necessary to determine whether or not such waste is Unacceptable Waste as that term is defined in the Definitions section of this document. Waste that is received at the transfer station shall be visually inspected as much as possible before it is tipped into the pit. Visual inspection during tipping shall be done by at least one person on each side of the pit, whose primary duty is to monitor the tipping of waste. A communication device shall be provided that will allow communication between the spotter and the equipment operator in the waste receiving area.

- D. 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 by Metro or by a preapproved random selection method. At least 1% or more of incoming commercial loads shall be randomly inspected. If a vehicle driver fails to cooperate with load inspectors, Contractor will immediately notify Metro.
- E. 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.
- F. When Contractor detects that Unacceptable Waste has been unloaded at the transfer station, Contractor shall use good faith efforts to identify the person or persons who dumped the Unacceptable Waste by methods which are generally accepted as sufficient to prove responsibility for disposal by a preponderance of the evidence. Contractor shall preserve and protect any and all evidence which may assist Metro in proving ownership of or responsibility for the Unacceptable Waste. When the responsible person(s) is identified, Contractor shall bring waste to a designated Hazardous Waste Storage Area, keeping it separate from other waste, and immediately notify Metro. If the responsible person(s) is unknown, Contractor shall bring waste to the Hazardous Waste Storage Area, storing the material according to procedures outlined in the Procedures Manual.
- G. 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.
- H. Contractor's employees shall wear personal protective equipment while performing duties of HazMat Technician as described in Procedures Manual.
- I. Contractor shall provide and initial 8-hours of supervised, site specific health and safety training to each HazMat technician after they have received OSHA 40-hour training and 8-hours of training at the Hazardous Waste Facility, and prior to commencing duties on the transfer station floor.
- J. Contractor shall ensure that the hazardous materials holding area has adequate hazard markings and safety equipment. Hazardous wastes discovered in the transfer station shall be handled, segregated and stored in a safe manner by contractor HazMat technicians as per the Waste Handling Procedures Manual. The contractor is responsible for maintaining the hazardous materials holding area in a clean and orderly manner at all times.

10.2 SERVICES PROVIDED BY METRO.

- A. Metro will provide proper disposal of Unacceptable Wastes, subject to Contractor compliance with A through I above and the Procedures Manual.
- B. Metro will provide, free of charge, Contractor's HazMat technicians with 8 hours of initial supervised waste handling training at the Metro Hazardous Waste Facility. This is in addition to contractor's 8-hour site specific training.
- C. Metro will include contractor HazMat technicians in site specific emergency response training and drills conducted for the Hazardous Waste Emergency Response Team.

- D. Metro will provide space for collection of hazardous materials and shall purchase any necessary secondary containers.
- E. The Incident Commander shall determine appropriate Emergency Response and Emergency Clean-up actions. Metro will provide spill remediation kits at the beginning of this contract. Contractor shall ensure that the kits are fully stocked at all times, and is responsible for replenishing supplies.
- F. Metro will provide additional supervised training at Hazardous Waste facilities at the contractors request.
- G. Metro Hazardous Waste Supervisor or training coordinator will notify contractor of training opportunities available through Metro. Cost for classes shall be determined when notification of training is made.

10.3 GENERAL LIMITATION ON METRO'S LIABILITY

Except as otherwise provided in Section 10 of these Specifications, Metro shall have no duty to reimburse the Contractor for, nor to hold harmless, indemnify, nor defend the Contractor against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever, character or kind, which may arise directly or indirectly from or are in any way connected with any negligent acts or omissions of the Contractor which relate to the management or disposal of unacceptable waste.

11.0 REFUSAL OF WASTE BY THE CONTRACTOR

The Contractor may refuse to accept any waste at the facility if the Contractor can demonstrate that acceptance of this waste is prohibited by current state or federal regulations, the solid waste permit, or is an Unacceptable Waste as defined in this contract. The Contractor shall immediately notify Metro's scalehouse personnel in writing of this refusal including the justification. For any portion of the waste which has been unloaded, the Contractor shall follow the procedures specified under Section 10. Records must be kept by the Contractor which contain the following information regarding the party which unloaded the waste, date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste, and approximate volume.

12.0 CONTRACTORS RESPONSIBILITY FOR SHIPPED WASTE

Contractor shall be responsible for all costs associated with the proper handling and disposal of Unacceptable Waste that has been loaded into a transfer trailer or container, properly sealed and transported to a Disposal Site.

13.0 CONTINGENCY PLANS. GENERAL

The Contractor will submit to Metro for approval, comprehensive plans for dealing with the following:

- A. Emergency operating procedures in the event of a work stoppage by any of the Contractor's employees.
- B. Emergency bad weather operating procedures, including but not limited to flooding, ice storms and high winds.

- C. Contingency in event of equipment failure at the station. Plans must include time frame for the implementation of the plan, and the sources for, and description of replacement equipment. Contingency plans must be approved by Metro.

13.1 CONTINGENCY PLANS. EMERGENCY

The Contractor will provide to Metro a comprehensive plan (in coordination with Metro's Site Emergency Action Plan) for the facility and transfer vehicles (while at the site) designed to minimize hazards to human health and the environment; damage to buildings and the site; the interruption of normal transfer station operations; due to:

- A. Fires
- B. Explosions
- C. Release of hazardous substances
- D. Discovery of unacceptable waste
- E. Power outages
- F. Flooding
- G. Bomb threats

The contingency plan must include:

- (1) A description of actions facility must take in response to A, B, C, D, E, and F above.
- (2) Evidence of arrangements with local emergency response agencies and subcontractor's setting forth what services will be rendered by each in the event of an emergency.
- (3) Names and telephone numbers of all persons who are designated as emergency coordinators by the Contractor. Emergency coordinators must be at the facility or easily communicated with by telephone or radio within five (5) minutes of an emergency. Emergency coordinators must be thoroughly familiar with all parts of the contingency plan and direct emergency response drills at least-twice per year.
- (4) A diagram of the location and intended use of all emergency equipment.
- (5) A method of documenting regular inspection of safety and emergency equipment.

13.2 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM

An employee safety orientation and training program shall be implemented by the contractor prior to the start of the Contract, and will continue throughout the term of the Contract. The Contractor is responsible for the implementation of the following program requirements

- A. Orientation for new employees on the facility safety program and emergency contingency plan, hazard communication, and basic personal safety instruction.
- B. Monthly or more frequently scheduled safety meetings will be held for all staff. A safety committee shall be formed if there are 10 or more employees.
- C. First aid and CPR instruction will be provided for all members of the staff.
- D. In compliance with the OSHA Hazard Communication Standard, operators and maintenance personnel as well as administrative employees, where appropriate, will receive

specific instruction regarding the hazards associated with the chemicals utilized at the facility and on incoming materials, and the location of information concerning each.

- E. Fire prevention and instruction on the use of fire extinguishing devices will be conducted annually for all employees, with assistance from local fire authorities.
- F. All personnel will receive instruction about how to detect and identify suspicious and unacceptable waste before and after it is unloaded into the pit. This includes instruction about how to locate and identify Department of Transportation packaging markings and how to identify PCB transformers and capacitors. All personnel must be knowledgeable of the identifiable characteristics of unacceptable waste, the distinctive markings on containers of unacceptable waste, the specific hazards of unacceptable waste, and methods to protect themselves from the hazards associated with unacceptable waste. Personnel shall also be trained to identify the person or persons who disposed of the suspicious or unacceptable waste by methods sufficient to prove responsibility in a court of law.
- G. All personnel will receive instruction concerning procedures for effective handling and management of suspicious and or unacceptable waste once it is detected in the collection vehicles, pit, or transfer vehicles.
- H. All personnel will receive instruction concerning detailed procedures to effectively respond to the emergency situations described in the section entitled CONTINGENCY PLAN. EMERGENCY, in the CONTRACTOR WASTE HANDLING PROCEDURES MANUAL, and in the SITE EMERGENCY ACTION PLAN provided by Metro.
- I. All staff will receive information and training on blood borne pathogens, and be offered the Hepatitis B vaccination series at no charge to employees.
All spotters shall receive an 8 hour site specific awareness training for hazardous materials and emergency response training approved by Metro.
- J. The training programs must be developed and presented by persons with professional qualifications in the area of unacceptable waste detection and management, and hazardous substance spill response acceptable to Metro. A record of such instruction will be retained which will include the date and time, the subject and major items covered, the instructor or discussion leader and attendees.
- K. All staff shall receive a minimum of 2 hours of safety training prior to beginning work, including Hazard Communication, SEAP Awareness Training, and Site Specific Safety Training.
- L. All personnel directly involved in operations or working in the transfer station shall receive 8-hours of site specific and safety training prior to beginning work.
- M. All loader and compactor operators shall receive at least 24-hours of additional hazardous materials and emergency response training and shall receive 8 hours of supervised waste handling work at Metro Hazardous Waste facility prior to beginning work.
- N. All HazMat technicians shall receive at least 40-hours of hazardous waste operations and emergency response training, 8 hours of supervised waste handling work at Metro Hazardous Waste facility, and 8 hours supervised waste handling on the tipping floor prior to beginning work.
- O. A routine inspection and testing program will be implemented for all safety and emergency related equipment and protective devices. Contractor shall be responsible for the maintenance

and replenishing of safety equipment and supplies. Results will be discussed at the monthly meeting.

- P. The Supervisor shall conduct a thorough investigation of all accidents and incidents to ascertain the cause and methods of preventing a reoccurrence of similar accidents. If appropriate, the staff will be assisted by Metro .
- Q. A copy of the Employee Safety Manual will be issued to each member of the staff for use in training sessions as well as for personal reference. Contractor should develop their own safety manual. Waste handling and emergency procedures manuals are developed by Metro.
- R. Safety bulletins or posters will be posted. Such bulletins will include information concerning accidents, hazards or hazardous conditions occurring elsewhere in the industry as well as safety reminders.
- S. Safety committee minutes, air and noise monitoring results, emergency phone list, training and safety meeting schedules and agendas, listing of safety committee numbers names of emergency coordinators, and a copy of the Site Emergency Action Plan must be posted in an area accessible to all employees.
- T. Monthly walk-through self-inspections will be conducted by the Contractor through all areas of the facility. The inspections shall seek out any potential or current safety hazards including permanent equipment and building features. A Metro representative shall accompany the contractor at least quarterly and review the previous quarter with the contractor. Contractor shall provide an inspection checklist and documentation form outlining all items to be inspected, and providing space to document corrections.
- U. All applicable OSHA standards will be observed, including but not limited to hazard communication, blood borne pathogens, confined spaces, personal protective equipment and respiratory protection, noise and hearing protection, lock-out tag-out, medical surveillance, asbestos, radiation, fire prevention and Hazardous Waste Operations and Emergency Response. The Contractor will make available to Metro's employees upon request all information about the safety and emergency program and a copy of the training material. The Contractor will be responsible for the occupational health and safety of all persons employed by the Contractor.
- V. If death, serious injuries or damage is caused by an accident, the accident shall be reported immediately by telephone or messenger to Metro. In addition, the Contractor must promptly report in writing to Metro all accidents whatsoever arising out of, or in connection with the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. The contractor shall submit an incident investigation report completed by the supervisor after each incident or accident. The investigation shall focus on determining the cause of the accident and methods to prevent reoccurrence of the accident.
- W. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Metro, giving the details of the claim.
- X. Contractor shall provide all required safety equipment and personal protective equipment for employees.
- Y. The contractor shall work with Metro to conduct appropriate Job Hazard Analyses and Personal Protective Equipment assessments as required by OSHA. Employees shall be notified of the findings of such surveys, and new information shall be included in the

contractor's Hazard Communication or appropriate safety / training program. Contractor shall maintain record of all such assessments on site.

- Z. Contractor shall notify all sub-contractors of any known hazards at the site and emergency / evacuation procedures. This shall be documented by using a contractor notification form. These forms will be reviewed during quarterly safety walk-throughs with Metro.

14.0 TRAFFIC CONTROL

The Contractor shall have responsibility for controlling the movement of traffic onsite and off-site if needed. This shall include the optimal use of queuing lanes and unloading spaces, and the provision of sufficient personnel to direct traffic effectively. This includes, but is not limited to, the provision of sufficient spotters to assist and direct public customers to facilitate unloading of their vehicles. If, in the sole opinion of Metro, the Contractor is providing insufficient personnel to alleviate traffic problems, the Contractor will have one hour to remedy the situation. If Contractor fails to remedy the situation within an hour of notice by Metro, liquidated damages may be assessed.

The Contractor shall assist all disabled vehicles and remove them from the traffic ways if necessary.

Parking is available for use by the Contractor's employees behind the Contractor's offices and at the offsite parking area for the Transporter. All other parking areas will be approved by Metro. Metro reserves the right to change parking areas as necessary.

15.0 SECURITY

The Contractor is responsible for site security during hours the facility is open, to ensure no unauthorized site entry and/or facility misuse. The Contractor shall make good all damages resulting from its failure to provide adequate security.

Metro shall provide site security during all other hours, however, Metro shall not be responsible for any loss or damage to Contractor's property. The Contractor can elect to provide site security for its property during non-operating hours.

16.0 LAND FOR STORAGE PURPOSES

On-site storage of equipment, rolling stock and supplies, for the use in performance of the Contract, shall be permitted as space is available. Upon notice, Metro will have the right of access to all storage areas occupied by the Contractor.

17.0 CONTAINER STORAGE

A container staging/storage area is available onsite such that the Transporter can store up to five containers on-site. Offsite storage of additional containers is also available. The Transporter shuttles (via a "yard goat") the empty container to the compactor, and returns it to the staging area when loaded.

18.0 MATERIALS RECOVERY - General

The cost effective recovery of materials from the incoming wastestream shall be maximized. As described below, the Contractor is required to conduct materials recovery operations for both the public and commercial segments of the wastestream. With the exceptions of source separated yard debris and wood, the Contractor will receive a Recovery Credit for each ton of materials recovered, as well as the revenue from the sale of the materials. Contractor must recover at least 3% of the incoming acceptable waste annually. Metro shall have the right to unconditionally terminate this contract per Article 11 of the General Conditions should Contractor fail to achieve this recovery rate.

The Contractor will be responsible for selecting the markets/brokers for recovered materials, as well as for all activities in taking the materials to market. No source separated recyclables brought to the facility will be disposed. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze and yard debris from the site, as well as any other material listed in this section which may have a negative market value. Metro must approve of the markets for tires and yard debris.

Historical patterns of materials recovery are discussed in the background section of the RFP for this project and in the Appendix, as well as in the operations manual for the station.

Metro reserves the right, subject to negotiation, to require the Contractor remove reusables (or recoverables not targeted by the Contractor) from the wastestream or utilize a Metro designated third party.

Metro reserves the right to utilize the facility to conduct pilot waste reduction activities such as organics recovery. Contractor shall cooperate fully (including but not limited to providing space, labor and equipment) with such activities whether conducted by Metro or its agents. Such cooperation shall extend to Metro's conducting of periodic waste sorts at the facility. Contractor shall be compensated in accordance with payment section of the General Conditions.

The Contractor will report monthly the volume of materials recovered by type, the revenue received, and will weigh these materials at Metro scalehouses prior to delivery to markets.

The Contractor shall not be entitled to additional compensation for the loss of, or fluctuations in, recycling revenues due to actions taken by Metro.

18.1 RECYCLING-STATION

The Contractor shall be required to provide a recycling station to receive source separated recyclables from the general public, near the area for public unloading designated on the drawing contained in the Appendix unless otherwise approved by Metro. The purpose of the recycling station is to provide public customers with the opportunity to recycle materials. The recycling station will handle the following materials:

Newsprint	Glass	Aluminum
Steel (tin) cans	Mixed ferrous	Mixed non-ferrous
White goods	Corrugated cardboard	Tires
Used motor oil	Oil filters	Car batteries
Anti-freeze	Yard debris/wood	Plastic bottles/milk jugs
Scrap paper	Phone books	Magazines
Lawnmowers		

Metro shall have the right to add or delete materials from this list at any time.

All source separated materials will be stored in containers furnished by the Contractor. The Contractor will provide sufficient labor and equipment to:

- Recover recyclables from public loads which are source separated by asking that the recyclables be set next to their vehicles or in a Contractor - provided receptacle;
- Recover recyclables from public loads which are not source separated if economically feasible, and informing such customers of the recycling discount available if they source separate;
- Remove source separated and recovered recyclables from public loads in the transfer station unloading area, to containers in the recycling station;
- Recover white goods for reuse where feasible, Metro reserves the right to approve markets for such materials and to contract with a third party for the recycling/reuse of white goods should Metro, in its sole opinion, wish to do so. Should Metro substitute such a third party, Metro shall no longer pay the Recovery Credit to the Contractor for white goods, however Contractor shall be responsible for setting aside such materials for Metro's third party Contractor;
- Assure the materials are properly prepared for market;
- Assure sufficient containers are available for use;
- Transfer materials in filled containers to market and/or processing center;
- Maintain all facility's equipment supplied by Metro;
- Keep the recycling station free from litter and contaminated material at all times
- Maintain entire recycling area in a neat clean manner.
- Schedule sufficient pick-up of hazardous recyclables to prevent accumulation of these materials.
- Maintain warning signs, spill kits and safety equipment in area.
- Maintain operating safety shower and eyewash in area at all times.
- In addition, receive source separated yard debris, wood waste, or FBF waste in the area designated in the drawing contained in the Appendix, and take it to an appropriate recovery facility.
- Accept, at no charge, any of the materials listed above collected at Metro's onsite household hazardous waste facility.

Employees assigned to handle recyclable hazardous materials shall be properly trained and equipped.

Metro wishes to encourage the maximum recovery of recyclables possible, and therefore, will allow the Contractor to keep the revenues from all materials recovered, as well as provide the Contractor with a Recovery Credit for each ton of recovered materials, except for source separated yard debris and wood, as specified in the General Conditions. The Contractor will report monthly the volume of materials, by category, recovered, and marketed, revenues received and will weigh these materials at Metro scalehouses prior to delivery to markets.

The Contractor will select the markets/brokers. No source separated recyclable brought to the facility will be placed in the pit. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze and yard debris from the site, as well as any other material listed in this section which may have a negative market value. Metro must approve of the markets for tires and yard debris.

The Contractor shall not be entitled to additional compensation for the loss of, or fluctuations in, recycling revenues due to actions taken by Metro.

18.2 COMMERCIAL MATERIALS RECOVERY

The Contractor may recover materials from incoming commercial loads of mixed solid waste to the extent that such activities do not interfere with the loading of waste in a timely manner as determined by Metro. Contractor shall receive a per ton Recovery Credit for these materials (with the exception of source separated yard debris and wood), part or all of which may be rebated to haulers bringing in recoverable loads as an incentive to high grade loads rich in recoverable materials.

For source separated loads of yard debris and wood received at the facility, Contractor shall not receive a Recovery Credit payment. Contractor shall be reimbursed per the prices submitted in the Schedule of Proposed Prices. In addition, Metro reserves the right to negotiate a separate price for loads appropriate for Fiber Based Fuel, should the successful proposer retain such a system.

Two materials recovery systems are available for the Contractor's use. The first is called the MSW 400 line. This line is a collection of equipment designed to high grade paper for either baling and shipment to market or as feedstock for a Fiber Based Fuel (FBF) system to make fuel cubes. The 400 line is owned by Metro and is more fully described in the operating and maintenance manuals, as well as the drawings available for review.

The other recovery system available is called the woodline. The woodline is the main materials recovery system as shown in the volumes of hog fuel produced. See the drawings and manuals for a complete description. Preprocessing for the woodline and other materials recovery is accomplished mainly on the floor by manual means.

A Fiber Based Fuel Line has been used at the facility in the past. A description of this system is contained in the Appendix. If Contractor utilizes such a system for this Contract, Metro reserves the right to negotiate a price for incoming materials which are appropriate for the system which does not include a Recovery Credit payment.

19.0 INSPECTION

Notwithstanding the annual review and inspection, the Contractor shall permit inspection of the work by Metro, its representatives, and governmental authorities having jurisdiction over the work, at all times.

Metro will inform the Contractor which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

In conjunction with the review of the Contractor's annual report, Metro, at its own expense, will review records of Facility performance over the previous contract year and inspect the Facility. The primary objective of this annual review and inspection will be to verify that the Facility is operating at its design level.

The annual performance review will consist of an audit of all Facility operating records for the previous contract year. The annual inspection will consist of: (1) an inspection of the physical plant with emphasis on safety and hazard mitigation; (2) a test of all instrumentation used for determining Facility performance; (3) a review of plant and equipment maintenance and replacement records; and (4) determination of continued efficiency and optimal operation of the Facility.

Following the annual performance review and inspection period, Metro will issue to the Contractor a summary of all findings.

Upon termination or completion of this Contract, Metro, accompanied by the Contractor, will inspect all items of Metro-furnished equipment and facilities and shall jointly prepare a list of items requiring repair as a result of the Contractor's use. Final payment will not be made until the required repairs have been completed. Equipment and facilities which have deteriorated due to normal usage need not be repaired to a like-new condition.

20.0 PREFERENTIAL TREATMENT

The Contractor shall not, by act or omission, discriminate against, treat unequally, or prefer any user of the facility in the operation of the transfer station. Preferential treatment within the site will be considered a default by the Contractor and a breach of this Contract.

21.0 FIRE CONTROL

The site is provided with fire control equipment. The fire control equipment now on-site shall remain for the Contractor's use. Any additional or replacement equipment required for fire protection, and any maintenance of existing, additional or replacement equipment shall be the responsibility of the Contractor, subject to Metro's review and approval. Additional or replacement equipment shall be subject to reimbursement per the General Conditions. The equipment shall be tested in accordance with manufacturer's guidelines and any applicable local requirements. The Contractor shall provide 24 hour monitored alarm service for the system in place. Contractor shall prepare and train employees on the contents of a written Fire Prevention Plan describing equipment, alarms, training, and equipment inspections.

22.0 VECTOR CONTROL

The Contractor shall conduct the operation of the transfer station in a manner considered unfavorable for attracting or breeding rodents and insects.

Strict adherence to these specifications and operation procedures will reduce the potential problems to a minimum. In the event that rodent and insect activity become apparent to Metro or the Contractor, supplemental vector control measures will be initiated by the Contractor at its expense. Semi-annual inspections by a certified exterminator shall be conducted at the Contractor's expense.

and a copy of the findings will be forwarded to Metro. Metro may direct the Contractor to undertake any recommended actions by the exterminator, at the Contractor's expense.

Contractor shall ensure that hazardous pigeon droppings do not accumulate in corners or on ledges in the transfer station.

23.0 ODOR, DUST AND NOISE CONTROL

The Contractor shall monitor all work areas for hazards including toxic substances, dust, and noise at least once annually. Contractor shall not exceed OSHA or ACGIH recommended Threshold Limit Values for all regulated hazards.

Contractor shall not allow dust levels in customer areas to exceed 2.0 mg/m^3 at any time.

The Contractor shall control dust on the site by use of the installed dust control system. Alternative dust and odor control measures may be performed by the Contractor with the approval of Metro. Equipment will be operated within limits of noise regulations.

If, in the sole opinion of Metro, odor, dust, noise or other hazards are not adequately controlled, contractor shall correct the hazards at Metro's direction immediately and recover costs through the resolution process.

24.0 WEIGHING AND BILLING SYSTEM

The weighing and billing system located at the scalehouses will be the responsibility of Metro. Maintenance of the scalehouse structures and the provision of janitorial services will be the responsibility of the Contractor. The Contractor will coordinate its activities with Metro's scalehouse personnel. The Contractor shall provide and maintain an alternate radio communication link between Metro's scalehouse personnel and the Contractor's spotters in the transfer station.

Metro will be responsible for the operation of the weighing and billing system, and for admitting public, commercial haulers and industrial accounts into the facility. The Contractor shall be paid based on the weights established at Metro scalehouses.

The Contractor will not be allowed to operate the weighing and billing system, and will not be responsible for maintenance of the system's equipment, except for cleaning of the scale pit semi-annually.

24.1 COMPACTOR WEIGHING SYSTEM

Each compactor will be equipped with scales to assist the Contractor in building loads for the Transporter. It is the responsibility of the Contractor to maintain the scales in order to maximize loads while avoiding overloads.

25.0 TRANSPORTER'S SCALE SYSTEM

Each load sealed into the Transporter's trailer will be weighed at the onsite Transporter scale system to determine the payload and whether the load is road legal. The weight of each load extruded into the Transporter's containers will be printed out on a manifest. This manifest will become the official record of the weight of the load and serve as the basis of payment for the Transporter and the Disposal Site operator, as well as the Contractor for purposes of calculating bonus tons. It will contain the date, time, container number, container tare weight, the seal number, as well as the weight of the load. A copy of the manifest will be given to the Contractor.

26.0 HOUSEHOLD HAZARDOUS WASTE FACILITY

Metro operates an onsite Household Hazardous Waste Facility. It is the responsibility of the Contractor to be aware, and comply with the operating procedures of the facility, provide traffic control, and obey any emergency orders given by Metro personnel in connection with the facility or with hazardous materials on the site. Contractor may dispose of the unacceptable waste accumulated from incoming waste in conformance with the Waste Handling Procedures Manual. Contractor shall remove all recyclables recovered at the facility for no charge, and remove and dispose of acceptable waste generated at the facility, Contractor shall receive only its normal per ton rate for removal and disposal of acceptable waste.

27.0 LITTER CONTROL

The Contractor shall conduct a twice daily litter cleanup covering the entire site before 10:00 a.m. and after 5:00 p.m. each day.

28.0 ON-SITE PERSONNEL

The Contractor shall provide sufficient on-site personnel to ensure efficient operation, maintenance and management of the facility. During periods of sickness and vacation, additional personnel must be available to provide the manpower necessary for the continued and uninterrupted operation and maintenance for the facility in the most efficient manner.

Peak waste periods are typically 10 a.m. to 2 p.m. weekdays and 10 a.m. to 4 p.m. weekends. Additional personnel may be required based on seasonal fluctuations and weekend vs. weekday operations. The Contractor is responsible for identifying such trends and adjusting the number of personnel as required at no additional cost to Metro.

The Contractor shall submit a staffing plan to Metro for approval for each contract year. If Metro determines that additional personnel are required to accomplish the work, and Contractor disagrees, Contractor shall supply the additional personnel requested by Metro and the parties shall determine if additional compensation is required per the dispute resolution process contained in the Contract. At least one inspector whose duty it is to monitor for suspicious waste and unacceptable waste shall be present whenever the facility is open to receive waste to conduct the load checking program and ensure compliance with the Waste Handling Procedures Manual.

In addition to these personnel, at Metro's request and subject to negotiation, the Contractor shall utilize a Qualified Rehabilitation Facility to remove reusable items from the wastestream.

28.1 PERSONNEL TRAINING

The Contractor shall train all personnel directly involved in performing the work described in the Contract Document as per OSHA and / or Metro requirements. All employees operating equipment will receive documented training and acquisition of certificates as recommended by the manufacturer, on all equipment they are authorized to operate. All employees shall receive sexual harassment training annually. Supervisory personnel shall be familiar with the Contract Documents. At least one supervisor shall have read Metro's Regional Solid Waste Management Plan.

29.0 TRANSFER STATION EQUIPMENT

It is the intent of these specifications to ensure that adequate equipment suitable for arduous, heavy-duty service in connection with a solid waste transfer station and materials recovery operations is utilized by the Contractor. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be acceptable without Metro approval. The Contractor shall properly protect the equipment and place it in the charge of competent operators.

The Contractor shall make its own determination of the number and type of equipment needed to achieve compliance with the Contract Document. A list of the equipment supplied by the previous Contractor is contained in the Appendix.

The Contractor shall be required to submit in its proposal a list of major equipment it will supply to comply with the contract requirements. If, in the judgment of Metro, the equipment is not adequate, the proposer can be declared non-responsive and rejected at Metro's discretion.

29.1 FUEL STORAGE

A fuel storage area is available onsite for a Contractor supplied tank. The Contractor shall ensure compliance with all regulations if an onsite storage is utilized.

29.2 COMPACTORS

Three Metro owned compactors are to be used in the compaction of waste. One is an Amfab Transpak 500 which extrudes a single bale. The other two are manufactured by SSI and extrude two bales per load.

30.0 METRO-SUPPLIED FACILITIES

Metro will provide the Contractor use of the facilities located at 6161 NW 61st in Portland, Oregon, and known as Metro Central Station for performing the work under this Contract. All equipment and facilities provided at that site shall remain the property of Metro, except as specified herein, and shall be returned to Metro in good working order upon termination or completion of this Contract.

The Contractor shall be responsible for the security (during hours the facility is receiving waste), proper operation, maintenance, repair, and condition of all equipment and facilities furnished by Metro, including the scalehouse (except for the weighing system). The equipment shall be used exclusively to conduct waste transfer operations and shall not be removed from the premises except for purposes of repair or maintenance unless approved by Metro.

31.0 MAINTENANCE REQUIREMENTS

Unless otherwise specified, the Contractor shall be responsible for the maintenance and repair of the facility, all Contractor-furnished equipment, all Metro-furnished equipment and facilities, and all plumbing, mechanical, and electrical systems and components, drainage structures, all fixtures and devices related thereto which form a part of, or are installed therein. Contractor shall be reimbursed for its maintenance expenses in accordance with the provisions contained in the General Conditions.

31.1 METRO-FURNISHED EQUIPMENT

- A. The Contractor shall maintain Metro-furnished equipment in good working condition at all times. Maintenance shall conform to the recommendations of the manufacturer and the operating and maintenance manuals supplied by the previous Contractor.
- B. Equipment covered by a manufacturer's warranty shall be maintained in accordance with the terms of the warranty. All repairs or adjustments covered by the manufacturer's warranty shall be referred to an authorized representative of the manufacturer.
- C. All necessary repairs which are not covered by the terms of the manufacturer's warranty for whatever reason shall be made by the Contractor.
- D. The Contractor shall be responsible for replacement/repair of any Metro owned equipment or facilities lost, damaged, destroyed, worn out, stolen, or rendered inoperable, due to Contractor's negligence including but not limited to Contractor's failure to operate or maintain the equipment in accordance with the manufacturer's recommendations as contained in the appropriate manual (a list of which is contained in the Appendix) or these Specifications.
- E. All stationary equipment shall be suitably painted and/or finished so as to present an acceptable appearance in the opinion of Metro.

31.2 COMPACTOR ROUTINE MAINTENANCE CHECKS/SERVICES

Routine maintenance is the responsibility of the Contractor, and must be conducted according to manufacturer specifications and proper lock-out procedures. Routine maintenance includes, but is not limited to:

- A. Daily and Weekly Inspection/Maintenance (as detailed in operator's manual):
- B. Semi-annual and Annual Maintenance (as detailed in operator's manual):
- C. Unscheduled Repair should be done in the manner leading to the minimum amount of operational down time. The Contractor shall maintain an inventory of replacement parts as recommended by the manufacturer (See Appendix).

31.3 COMPACTOR

Upon completion of the contract term, Contractor shall return to Metro the Metro-furnished compactors in a condition that reflects normal wear and tear. Standard wear parts shall have a minimum 35 percent or one (1) year remaining life, whichever is less.

31.4 COMPACTOR REIMBURSEMENT

Metro will reimburse the Contractor for costs associated with repair of the compactor in accordance with the procedures contained in the General Conditions.

31.5 CONTRACTOR-FURNISHED EQUIPMENT

Contractor-furnished equipment shall be properly maintained in a safe working condition at all times. The Contractor shall be responsible for all costs associated with Contractor-furnished equipment.

31.6 BACKUP EQUIPMENT

The Contractor shall furnish, at its expense, whatever backup or substitute equipment for Contractor-supplied equipment which may be required to continue operation in accordance with contract requirements during the period when equipment is inoperable. Provisions must be made, and approved by Metro, for a replacement loaders to be available.

31.7 BUILDINGS

- A. The buildings shall be maintained in good condition at all times. Painted surfaces on the interior and exterior shall be repainted by the Contractor as needed. The type of paint, color, and method of application shall be subject to review and approval by Metro prior to commencement of repainting work. All structural girders and ventilation systems shall have dust removed from their surfaces on a schedule agreed to by Metro, and all their painted metal surfaces that are chipped or corroded shall be repainted annually.
- B. The Contractor shall be responsible for inspection, lubrication, adjustment, repair and maintenance of all building systems (including scalehouse) to include, but not necessarily be limited to, plumbing, sumps, degreasers, fixtures; heating, ventilating, and air conditioning systems, components and devices; fire and dust suppression systems; radio communications equipment. Any item, component, or device which is lost, damaged, destroyed, or which fails during the contract period shall be replaced by the Contractor.
- C. The Contractor will be required to clean storm water sumps as needed, and test water quality in as required by the wastewater discharge permit. Contractor will ensure compliance with the permit and be responsible for all costs associated with testing and permit compliance.

31.8 WEIGHING SYSTEM

- A. Maintenance and repair of weighing system scales and associated equipment will be performed by Metro at no expense to the Contractor. The Contractor will be required to clean the scale pits semi-annually at no cost to Metro.
- B. Maintenance of the compactor weighing systems shall be the responsibility of the Contractor.

31.9 COMMERCIAL AND INDUSTRIAL VEHICLES WASH RACK

- A. The Contractor shall operate and maintain twice daily, or as needed, the existing commercial and industrial vehicle wash rack. Use of the wash rack will be restricted to commercial and industrial customers by the Contractor.
- B. Daily maintenance will include the inspection of the truck wash sump, and cleaning as needed or at least weekly; and daily general cleanup of the area. Weekly removal of all accumulated solids from catch basins shall be performed. Hoses must be maintained in operable condition and nozzles must be attached to hoses at all times. As part of routine maintenance the operating pressure shall be such that commercial collection vehicles which use the facility can be cleaned adequately. The Contractor will be responsible for maintaining clearance of the sewer lines from the wash racks part of routine maintenance.
- C. Contractor shall supply shovels and brooms for users of the washrack.
- D. Contractor shall install and maintain wire mesh over catch basin grates.
- E. Contractor shall enforce driver cleanup policy which includes probability cleaning of under carriage and engine compartments and placement of brush in proper containers provided by the contractor. Contractor shall post a sign stating these procedures and the reason for them.

31.10 DRIVES AND PAVEMENTS

- A. Repair, patching, and remarking of drives and pavements inside and outside of structures, but within the site's boundaries, shall be the responsibility of the Contractor, as needed or directed by Metro. The Contractor will be responsible for painting and maintaining traffic direction lines on the roadways (including staging/storage area). These will be two different colored lines on roadway from scalehouse, one leading into the public side, the other into the commercial side.
- B. Replacement of the pavement shall be done as needed, with either the Contractor acting as Metro's agent or through Metro contracting directly for this service.

31.11 STREET CLEANING AND MAINTENANCE

- A. The Contractor shall pull a mobile magnet capable of removing all ferrous metal daily, to collect all ferrous objects from the truck wash facility, transfer station area, Transporter's parking area, the entrance and any and all other paved areas on the site.
- B. The same area will be kept clean by high pressure washing with water, power broom or other street cleaning equipment approved by Metro. These areas must be cleaned at least one time per week or as often as necessary, as determined by Metro.

32.0 HOUSEKEEPING

The Contractor will:

- Clean the interior of the facility as needed with compressed air quarterly from the time the operation commences, and at one month prior to the completion of the Contract;
- Steam clean exterior of transfer building in conjunction with the cleaning of the interior;

Work and vehicle maneuvering areas within the transfer station and maintenance building shall be swept and hosed daily at a minimum and washed with detergent if necessary. All spills will be addressed immediately. All hazardous materials shall be properly stored in labeled containers. Wastes shall be removed daily in accordance with standard disposal rules and procedures. Waste generated from housekeeping activities shall be removed from the site and properly disposed.

The Contractor shall supply all equipment, supplies and labor for cleaning. Contractor shall use environmentally safe cleaning agents as determined in cooperation with Metro.

32.1 JANITORIAL SERVICES

The following services will be provided a minimum of three (3) days per week, for both the transfer station building (including but not limited to the foyer, conference and break rooms) and four scalehouses, and the Metro office building unless otherwise indicated:

- Vacuum mats and carpets;
- Dust desks, chairs, cabinets, etc.;
- Spot clean fingerprints from walls and doors;
- Empty trash, replace liners as needed;
- Dust off counters, desks and tables;
- Dust-mop any tile floors and stairwells; Wet-mop any tile floors and stairwells;
- Spot clean fingerprints from bathroom cabinets;
- Clean bathroom sinks, toilets and counters;
- Replace toilet tissue, paper towels as needed;
- Strip and Wax floors once a month;
- Clean all windows weekly;
- Buff -floors weekly;
- Carpets shall be scrubbed bi-monthly.
- Provide doormats at each entry to the offices and scalehouse, replace with clean mats weekly
- Provide all janitorial and cleaning supplies as needed (non-toxic)

33.0 LANDSCAPE MAINTENANCE.

Metro will be responsible for landscaping at the site. Contractor will be responsible for the repair or replacement of all structures such as drainage structures, kiosk, and fences. Contractor shall be compensated per payment section of the General Conditions. Cleaning of drainage structures shall be considered routine maintenance.

34.0 PERMIT COMPLIANCE

The Contractor will be required to operate the transfer station in complete compliance with all permits issued to Metro by regulatory agencies. The Contractor will be responsible for making any

improvements or modifications in operating procedures necessary to reach Permit compliance to Metro. Any penalties levied by the regulatory agencies for Permit noncompliance due to negligent operation or omission by the Contractor, will be paid by the Contractor.

Penalties will be in addition to any liquidated damages assessed according to the Contract Documents.

34.1 OPERATING PERMITS

Metro has the necessary Permits to operate the facility. These include:

- Mitigation Agreement between Metro and the City of Portland
- Solid Waste Disposal Permit from the Oregon Department of Environmental Quality.
- Industrial Wastewater Discharge Permit

IMPLEMENTATION OF INDUSTRIAL WASTEWATER DISCHARGE PERMIT

It is the responsibility of the Contractor to implement the testing program required by the Industrial Wastewater Discharge Permit and to pay for all associated costs.

35.0 UTILITIES

All utility charges, including water/sewer, electricity, telephone will be the responsibility of the Contractor, except the telephone charges for Metro personnel and the electricity for Household Hazardous Waste Facility. The Contractor shall forward copies of utility bills to Metro each month.

Contractor will be responsible for furnishing its offices, including providing phones compatible with the installed Meridian system.

36.0 COORDINATION

The Contractor will be responsible for coordinating its activities with the waste Transporter and any other Metro Contractors. Metro will act as the arbitrator of any disputes between any and all Contractors and/or disposal site operators connected with the work, regarding the performance of the work and the interpretation of the contracts involved.

It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against him/her at the monthly meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to the meeting will be the responsibility of Metro.

37.0 OPERATIONS REPORTING REQUIREMENTS

The Contractor shall establish and maintain an information system to provide storage and ready retrieval of Facility operating data.

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Facility (except for Scalehouse functions). These shall include, but not be limited to (as applicable): maintenance records, equipment replacement records and schedules, and safety and accident reports; quantity of Acceptable Waste delivered to the Facility; quantity of Source-Separated recyclable materials received and sold; quantity of Recovered Materials produced and sold; quantity of compacted waste loaded for transport to disposal; and quantity and type of Unacceptable Waste handled. Metro will have complete access to all such records.

The Contractor shall provide Metro with monthly reports within fifteen (15) calendar days of the end of each month, including, but not limited to, the following operating data (as applicable):

- (1) Complaint forms and recommended actions;
- (2) Any extraordinary occurrences affecting Metro;
- (3) Status of operating equipment/major repairs;
- (4) Any correspondence between the Contractor and governmental bodies relevant to the Contract;
- (5) Reports on accidents and their status;
- (6) Monthly sales of Recyclable Materials (by material and price);
- (7) Monthly quantity of waste compacted and loaded for transport to disposal (by facility);
- (8) Quantity and type of Unacceptable Waste;
- (9) Financial data pertaining to the facility's movement of materials at the station and utility consumption as deemed appropriate by Metro.

The Contractor shall prepare an annual report subject to independent audit that incorporates a summary of the monthly operations reports for the preceding 12-month period summarizing all required data and records. This report shall be submitted to Metro within ninety (90) days after the end-of each contract year.

The Contractor shall prepare an operating and maintenance manual for the facility. The manual shall include waste handling procedures, the number and type of positions and equipment, routine maintenance requirements and the plans required above.

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**GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE 1 -- DEFINITIONS.....	1
ARTICLE 2 -- GENERAL PROVISIONS.....	5
ARTICLE 3 -- INTENT OF THE CONTRACT DOCUMENTS.....	7
ARTICLE 4 -- METRO'S RESPONSIBILITY	8
ARTICLE 5 -- CONTRACTOR'S REPRESENTATIVE.....	8
ARTICLE 6 -- INDEPENDENT CONTRACTOR	8
ARTICLE 7 -- SUBCONTRACTORS.....	9
ARTICLE 8 -- SEPARATE CONTRACT.....	9
ARTICLE 9 -- ALLOCATION OF RISK / FORCE MAJEURE.....	9
ARTICLE 10 -- LIQUIDATED DAMAGES.....	10
ARTICLE 11 -- METRO'S RIGHTS AND REMEDIES FOR DEFAULTS IN PERFORMANCE	11
ARTICLE 12 -- CONTRACTOR'S RIGHT TO TERMINATE.....	13
ARTICLE 13 -- BASIS AND METHOD OF PAYMENT.....	13
ARTICLE 14 -- RETAINAGE.....	18
ARTICLE 15 -- ADDITIONAL OR DELETED WORK	18
ARTICLE 16 -- METRO'S RIGHT TO WITHHOLD PAYMENT AND TO WITHDRAW FUNDS FROM RETAINAGE.....	21
ARTICLE 17 -- INDEMNIFICATION	21
ARTICLE 18 -- PERFORMANCE / LABOR / MATERIALS BONDS.....	22
ARTICLE 19 -- CONTRACTOR'S AND METRO'S LIABILITY INSURANCE.....	23
ARTICLE 20 -- PERMITS AND REGULATIONS.....	25
ARTICLE 21 -- ROYALTIES AND PATENTS	25
ARTICLE 22 -- TAXES AND FEES	26
ARTICLE 23 -- TITLE TO WASTE.....	26

ARTICLE 24 -- MATERIALS, EMPLOYEES, AND WORKMANSHIP	26
ARTICLE 25 -- ARBITRATION	26
ARTICLE 26 -- ATTORNEY'S FEES	27
ARTICLE 27 -- ASSIGNMENT	27
ARTICLE 28 -- CHANGE OF OWNERSHIP	27
ARTICLE 29 -- PUBLIC CONTRACTS	27
ARTICLE 30 -- ASSIGNMENT OF ANTITRUST RIGHTS	28
ARTICLE 31 -- START OF CONTRACT, CONTRACT COMPLETION, AND CONTRACT EXTENSIONS	29

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS

For the purposes of this Contract, and each and every one of the Contract Documents, the following terms shall have the meanings hereinafter set forth:

"Acceptable Waste" means solid waste, as defined in ORS 459.005(24) except solid waste that is:

1. prohibited from disposal at a sanitary landfill by state, local or federal law;
2. Hazardous Waste;
3. Special Waste without a Metro approved special waste permit;
4. Infectious Medical Waste; or
5. Conditionally Exempt Generator Waste.

Latex paints are an Acceptable Waste if they are completely dried out and solidified with lids off. Caulk, construction putty and other construction adhesives must be dry to be Acceptable Waste.

"Code" means the Code of Metro, including any amendments thereto.

"Columbia Ridge Landfill or CRL" means that landfill located in Gilliam County, OR which Metro has contracted with for disposal.

"Conditionally Exempt Generator Waste" means waste as defined in 40 CFR 261.5, as amended or replaced, such waste to be handled by Contractor as if it were a fully regulated Hazardous Waste.

"Container or Trailer" means the receptacle used to transport waste from the transfer station to a disposal site. The receptacle shall include intermodal containers and transfer trailers. Performance specifications are included within this document.

"Contract" and **"Contract Documents"** include the following:

1. The Contract Forms, including the Agreement, signed by both parties thereto, the Performance and Labor and Materials Bond, or Letter of Credit,
2. The Scope of Work,
3. The General Conditions,
4. Any and all Addenda to the Contract,
5. Any and all Appendices, Amendments, Change Orders, or extensions of the foregoing documents which the parties have agreed to or which Metro has approved in the manner prescribed by the Contract,
6. The Request for Proposals,
7. The Contractor's proposal; provided, however, that appendices and attachments to Contractor's proposal shall not be considered part of the Contract Documents unless specifically agreed to by Metro.

The terms **"Contract," "Contract Documents" and "Documents"** shall also mean any and all services, matters and things which the above-described documents require to be done, kept, performed or furnished.

"Contract Change Order" or "Change Order" means a document prepared pursuant to applicable provisions of the Metro Code and Article 15 of these General Conditions as a change to the Contract, incorporating approved Contractor's proposals for changes in the Contract. Change orders shall be numbered consecutively in chronological order.

"Contract Manager" means Metro's representative for all purposes of this Contract, designated as such by Metro. The Contract Manager, or its designee, is also the liaison between Contractor and Metro's consultants. The Contract Manager has no authority to approve increases in the cost of the Contract; all such changes must be approved under the procedures in this Contract and by Metro pursuant to applicable provisions of the Metro Code.

"Contractor" means the person, firm, corporation or other entity which executes the Contract with Metro.

"DEQ" means the Department of Environmental Quality of the State of Oregon.

"DEQ Fees" mean such fees assessed by the Oregon Department of Environmental Quality related to operation of a solid waste facility but does not include fees which are in any way attributable to Contractor's operations or to Contractor provided sites or to conditions, operations, or activities at Contractor-provided site(s), or conditions, operations or activities which are caused by Contractor or their subcontractors, employees, agents, or servants, or which are otherwise within Contractor's control.

"Disposal Site" means the landfill to which "acceptable waste" is transported and disposed.

"Dry Waste" means waste that does not require disposal at a municipal solid waste landfill (also referred to as a general purpose landfill), as that term is defined by the Oregon Administrative Rules. The term excludes waste that contains putrescible waste such as food.

"Executive Officer" means the Executive Officer of Metro or the Executive Officer's designee.

"Fixed Payment" means the lump sum payment and recovery credit payment for the first 1% of recovered materials at MSS and the first 3% of recovered materials as MCS.

"Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of the Contract, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time. Both parties agree that no other events, however catastrophic or uncontrollable, including, but not limited to, changes in laws or regulations, strikes, lockouts, other labor disturbances, breakage or accidents to machinery, equipment or plants, scheduled lock closures, or government orders due to inclement weather, shall be considered forces majeure.

“Hazardous Waste” means any waste (even though it may be part of a delivered load of waste) which:

1. is required to be accompanied by a written manifest or shipping document describing the waste as 'hazardous waste,' pursuant to any state or federal law, including, but not limited to the Resource Conservation and Recovery Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder;
2. contains polychlorinated biphenyl or any other substance whose storage, treatment or disposal is subject to regulation under the Toxic Substance Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder;
3. contains a 'reportable quantity' of one or more 'hazardous substances' (typically identified by the nine hazard classes labeled as explosives, non-flammable gas, flammable, flammable solid, oxidizer, poison, corrosive, radioactive, or dangerous), as identified in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder and as defined under Oregon Law, ORS 466.605 et seq. and the regulations promulgated thereunder;
4. contains a radioactive material the storage or disposal of which is subject to state or federal regulation; or
5. is otherwise classified as hazardous pursuant to federal or Oregon law, rule or regulation.

“Infectious Medical Waste” means waste resulting from medical procedures which may cause or is capable of causing disease, such as:

1. biological waste, including blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that can not be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids;
2. cultures and stocks of etiological agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines (cultures under this subsection do not include throat and urine cultures);
3. pathological waste, including biopsy materials and all human tissues and anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures; animal carcasses exposed to pathogens in research; and the bedding of the animals and other waste from such animals (pathological waste does not include formaldehyde and other such preservative agents); or
4. sharps including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes.

“Load of Waste” means the quantity of waste transported by a container during each trip from a transfer station.

“Lump Sum Price” refers to the paid the Contractor for the transfer of the first 21,000 tons of waste received at the facility per month, irrespective of whether or not that amount of tonnage is received at the transfer station, as contained in the Price Schedule and annually adjusted.

"Materials Recovery" any process of obtaining from solid waste, by presegregation or otherwise, materials that have useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled for the same or other purpose.

"Metro" means its officers, employees, contractors, or authorized agents or servants: the term Metro does not include Contractor, Contractor's officers, employees, subcontractors, agents or servants; or the officers, employees, subcontractors, agents or servants of the Contractor.

"Or approved equal" is used to indicate that the material or product to be supplied or installed must be equal to that specified and approved as such by Metro.

"Recovered Materials" means those materials removed from Acceptable Waste for reuse, recycling or use as a fuel.

"Recovery Credit" means the payment to the Contractor by Metro for each ton of recovered materials.

"Request for Proposal" or "RFP" means a request by Metro for a proposal on contemplated changes in the Contract. Such Request(s) for Proposals shall be numbered consecutively in chronological order.

"Reusable" means a commodity returned to the economic stream for use in the same application as before without change of identity.

"Scalehouse" means those facilities the purpose of which is to determine and collect charges from public, commercial and industrial users of Metro transfer stations. The term "scalehouse" shall include both the buildings used for this purpose and the weighing system.

"Separate Contract" means a contract between Metro and a party other than the Contractor.

"Special Waste" shall have the meaning set forth for that term in Metro Code Section 5.02.015;

"Solid Waste Transport Invoice" is the invoice on which bonus ton payment is based which is generated at the transporter's scalehouse and accompanies the load of waste to the disposal site.

"Staging Area" is the area located at the transfer stations on which containers are staged prior to and after loading.

"Suspicious Waste" is waste which the Contractor reasonably suspects or should suspect may be "unacceptable waste."

"Transfer Station" means either Metro Central Station or Metro South Station.

"Unacceptable Waste" means any waste that is not "Acceptable Waste."

"Unit Prices" refers to the per ton price paid the Contractor for the transfer of waste or the transport and disposal of a ton of dry waste, as contained in the Price Schedule and annually adjusted.

"Variable Payment" means payment to the Contractor other than fixed payments.

"Waste" means "Acceptable Waste," as the latter term is defined in the Scope of Work, unless indicated otherwise.

"Work" shall mean, unless the context requires otherwise, all labor, materials, equipment and services required or necessarily implied by the Contract Documents to be provided by Contractor.

ARTICLE 2 -- GENERAL PROVISIONS

- A. Contractor shall comply with each and every provision of the Contract Documents.
- B. The Contract shall be deemed to have been made in and shall be construed under the laws of the state of Oregon. Any and all disputes arising under this Contract shall be decided under Oregon law.
- C. Contractor shall address all correspondence for Metro to Metro's designated Contract Manager or its designee.
- D. Contractor and its officers, employees, agents and subcontractors shall perform each and every service to be performed under this Contract in a skillful and competent manner in accordance with the highest standards of the solid waste and transportation industries. Contractor shall be responsible to Metro for any and all errors or omissions in the performance of this Contract and for any and all failures to perform this Contract.
- E. Contractor warrants that the personnel and equipment used in the performance of this Contract shall conform with the representations made in Contractor's statement of qualifications and shall otherwise be of the highest quality.
- F. In performing each and every service to be performed under this Contract, Contractor, its officers, employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances, orders and all other requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities, and Contractor shall accordingly give all notices and obtain all licenses and permits so required by law.

The latter requirements of law include, but are not limited to, all applicable statutes, regulations and orders concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

Copies of all correspondence or any other documents sent from, or received by, the Contractor, its officers, employees, agents or subcontractors to any federal, state, regional, county or local government agency, relative to any and all of the requirements of law referred to by this paragraph shall be retained by the Contractor for a period of two years, and be available for inspection by Metro. Metro shall be informed of such correspondence at the monthly meetings. Examples of such correspondence include, but are not limited to, citations received from local regulatory authorities.

All agreements between Contractor and persons, firms, and corporations employed for this Contract shall contain this paragraph's requirements. The document retainage requirements of this paragraph shall survive the expiration of the Contract for a period of two years.

- G. Any written notice required or allowed under the Contract shall be deemed to have been duly served if delivered in person to the individual, member of the firm, entity or an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address of the relevant person or party known to those who gives the notice. The date or time of service for purposes of all notices required or allowed under the Contract shall be the time or date the

relevant document was (1) sent by mail in the manner prescribed by the previous sentence or (2) personally delivered to the proper address if not mailed in the manner prescribed by the previous sentence.

- H. Time limits stated in this Contract are of the essence. No waiver of the Contract time limits or schedule dates may occur by Metro's failure to object to untimely performance under the Contract. In any event, any waiver of such time limits or schedules shall not be construed as a waiver of any future time limits or schedules.
- I. Metro shall have the right to inspect and copy all records and documents, to interview any persons in Contractor's employ or under Contractor's control, and to review any evidence in Contractor's custody, possession, or control which may assist Metro in determining whether and by what amount:
 - 1. Contractor is entitled to reimbursement or increased payment under any applicable provision of this Contract; or
 - 2. Metro is entitled to credits or to make reduced payments to Contractor under any provision of this Contract.
- J. Metro shall also have the right to reasonably request any information it deems necessary to determine Contractor's ability to perform or to continue to perform this Contract. Contractor shall comply with all such requests by Metro within ten (10) days of receipt of such requests.
- K. Contractor shall at all times maintain an accounting system which utilizes generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract. Contractor's accounts and records covering these charges and all invoices and payments on account of the Contract, as adjusted for additional and deleted work, shall at all reasonable times during the term of this Contract, and for two (2) years thereafter, be open to inspection by Metro or its authorized representatives.
- L. Contractor agrees to promptly pay all subcontractors, material persons, suppliers, or laborers engaged for purposes of this Contract in accordance with any and all contracts between any such persons or entities and Contractor. Contractor shall immediately remove any liens or encumbrances which, because of any act or default of Contractor, its officers, employees, or agents, or of Contractor's subcontractors or material suppliers of any tier, (1) are filed against any property, real or personal, of either Metro or Contractor, or which (2) interfere with the performance of this Contract. Contractor shall defend, indemnify, and hold Metro harmless with respect to any charges, amounts, claims, or liens described in or encompassed within this paragraph, as required by Article 16, *infra*.
- M. No provision or provisions of this Contract, nor any authority granted by the Contract, is intended to create or result in any personal liability for any public official or employee or agent of Metro, nor shall any provision or provisions of the Contract be construed to create any such liability. No approval given by Metro pursuant to this Contract shall be construed to relieve Contractor of any of its obligations to perform this Contract.
- N. In the event any provision(s) or clause(s) of this Contract is/are void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, such provision(s) or clause(s) shall be treated as having been excised from the Contract from the inception, and in such a manner as to allow the remainder of the Contract to be binding and enforceable. In such an event, the balance of the Contract shall remain in effect and binding on the parties hereto.
- O. A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or

acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

- P. The parties agree that proper and exclusive venue for any and all actions or proceedings to enforce this Contract, or to enforce any subcontracts of any tier made pursuant to this Contract, shall be in the county of Multnomah, the state of Oregon, or if in federal court (and if jurisdiction and venue otherwise obtains), the United States District Court of Oregon.
- Q. Contractor shall not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

ARTICLE 3 – INTENT OF THE CONTRACT DOCUMENTS

- A. All services which are necessary to complete the Contract within the limits and in the manner established by these Contract Documents shall be considered as a part of the Contract, and such services shall be executed and performed by Contractor without extra compensation in the same manner and with the same quality of material and services as required by other portions of the Contract.
- B. Unless expressly stipulated or agreed in writing otherwise, Contractor shall provide and pay for all services, labor, overtime labor, standby labor, methods, materials, equipment, transportation, necessary maintenance, power, fuel, water, taxes and all other facilities and services (including operating or other necessary costs associated with the testing of equipment), and all other items and facilities of every kind necessary for performance of this Contract.
- C. Words describing material or work which have a well-known technical or trade meaning, unless otherwise specifically defined in this Contract, shall be construed in accordance with such well-known meaning, recognized by solid waste and transportation professionals, engineers and trades.
- D. The Contract and each of the Contract Documents are complementary, and they shall be interpreted so that what is called for by one shall be as binding as if called for by all. Should Contractor observe any conflicts between or duplications of any provisions of the Contract, it shall bring them to Metro's attention for decision and revision immediately after originally observed. In the event of duplications of or conflicts between any provisions of the Contract after the Contract has been executed, the following priority of documents shall be used to resolve such duplications or conflicts (from highest to lowest):
 - 1. Specifications,
 - 2. General Conditions,
 - 3. Proposal/Contract Forms,
 - 4. Request for Proposals,
 - 5. Contractor's Proposal.

For purposes of the above priority list, any appendices, addenda, amendments or changes to the above documents which are agreed to by the parties hereto shall be given the same priority as the documents to which they apply. However, only those portions of appendices to Contractor's Proposal which have been specifically approved by Metro shall be considered part of the Contract Documents. Detailed information takes precedence over general information and words take precedence over numbers unless obviously incorrect. A duplication of services or items to be

performed is not intended by any provision or provisions of the Contract, and any such duplications specified by the Contract shall not become a basis for extra cost to Metro.

- E. Contractor shall secure written instructions from Metro's Contract Manager before proceeding with services affected by omissions, discrepancies, conflicts or duplications in the provisions of the Contract.
- F. It is understood and agreed that, by execution of this Contract, Metro does not waive or surrender any of its governmental powers.

ARTICLE 4 -- METRO'S RESPONSIBILITY

It is not incumbent upon Metro to notify Contractor when to begin, suspend, cease, or resume services under this Contract, nor to give early notice of rejection of faulty services, nor in any way to superintend so as to relieve Contractor of any liability, any responsibility or any consequences for neglect, negligence or carelessness or for substandard or defective services or for use of substandard or defective materials or equipment by Contractor, their officers, employees, subcontractors or agents.

ARTICLE 5 -- CONTRACTOR'S REPRESENTATIVE

- A. Contractor shall provide the services of a competent Representative for the term of this Contract. Prior to performing services under this Contract, Contractor shall notify Metro in writing of the name, title, address and telephone number of Contractor's Representative.
- B. The Representative shall be readily available, shall have authority to furnish estimates on behalf of the Contractor and shall otherwise have full authority to bind the Contractor.
- C. The Representative shall represent Contractor for all purposes of this Contract, and all directions, instructions, or notices given to the Representative by Metro shall be as binding upon Contractor as if delivered personally to Contractor.

ARTICLE 6 -- INDEPENDENT CONTRACTOR

- A. Contractor shall perform all work under this Contract as an independent Contractor. Contractor is not and shall not be considered an employee, agent or servant of Metro for any purposes, under this Contract or otherwise; neither shall any of Contractor's subcontractors, employees or agents be, nor shall they be considered employees, agents, subagents or servants of Metro for any purposes under this Contract, or otherwise.
- B. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Contract shall be construed as creating a partnership or joint venture between Metro and Contractor.
- C. Nothing in the Contract shall be construed as giving Metro any duty to supervise or control any acts or omissions of any person, entity or party, which acts or omissions are in any way connected with the performance of services under the Contract.

ARTICLE 7 -- SUBCONTRACTORS

- A. Contractor shall submit to Metro the names and addresses of proposed subcontractors and suppliers for each of the major subcontracts (over \$50,000 per year) of the Contract.
- B. All subcontracts in connection with the Contract entered into by Contractor with its subcontractors, officers, employees and agents, and any and all related facilities, all leases of equipment or other materials and all purchase or finance agreements for equipment or other materials shall be subject to applicable state, federal and local laws, and the applicable conditions of this Contract.
- C. All subcontracts of whatever nature including, but not limited to, leases, purchase and finance agreements, shall contain a clause which provides that if Contractor, in Metro's opinion, defaults in performance of this Contract and Metro accepts assignment of the subcontract, then subcontractor shall enter into a novation of the subcontract with Metro and shall recognize Metro or its assignee as Contractor and that Metro or its assignee shall have all the rights, remedies and responsibilities of the Contractor under the relevant subcontract. Upon written notice from Metro, Contractor agrees to assign all of its rights in all such subcontracts to Metro upon Metro's determination that Contractor has defaulted under the terms of this Contract.
- D. Contractor shall be as fully responsible to Metro for the acts and omissions of the subcontractors and suppliers, and of the subcontractors, suppliers, employees, firms, agents or servants of each subcontractor as it is for the acts or omissions of its own employees or agents. No provisions of this Contract nor of any contract between the Contractor and their subcontractors shall be construed as creating any contractual relation between those subcontractors and Metro.

ARTICLE 8 -- SEPARATE CONTRACT

- A. Metro reserves the right to let separate contracts in connection with the transportation, transfer or disposal of waste within and beyond Metro's boundaries from any facilities controlled by Metro, except as limited by Metro's obligations under this Contract.
- B. Contractor shall cooperate with Metro and with other separate contractors engaged by Metro for the transportation or disposal of waste or the operation of transfer stations or resource recovery or compost facilities or any related projects so that all portions of the Contract may be completed in the most efficient and timely manner, without any interference with work on related projects and contracts.
- C. Metro shall be the arbitrator of all disputes between the Contractor and separate contractors concerning performance of the work and interpretation of the Contract(s) and Metro's decisions shall be final. Metro must be notified of any such disputes within ten (10) working days of their occurrence. Metro will not be liable for any damages resulting from or related to disputes between the Contractor and separate contractors, and Contractor hereby waives any claims attendant to, or derived from, Metro's resolution of such disputes.

ARTICLE 9 -- ALLOCATION OF RISK / FORCE MAJEURE

- A. Representations of Parties
 - 1. Prior to submitting any Proposals, Contractor is required to acquaint itself with all transfer and disposal sites and all other conditions relevant to the performance of this Contract, and to make all investigations essential to a full understanding of the difficulties which may be encountered in performing the Contract.

2. Contractor represents that prior to submitting their Proposal for the Contract, it has examined carefully the Request for Proposals and related documents, acquainted itself with all other conditions and regulations relevant to the Contract, and made all investigations essential to a full understanding of any and all difficulties which may be encountered in performing the Contract.
3. By awarding the Contract to Contractor, Metro does not warrant or admit the correctness of any investigation, interpretation, deduction or conclusion relative to any condition or conditions of the transfer stations or any other condition related to this Contract. Contractor has made and shall make its own deductions and conclusions as to any and all problems which may arise from such site conditions as they relate to this Contract and any other condition or requirement of this Contract, and shall accept solely for itself full legal responsibility and liability.

B. Effect of Force Majeure on Obligations

1. Metro's Obligations: In the event that Metro is rendered unable, wholly or in part, by the occurrence of a force majeure to carry out any of its obligations under this Contract, then Metro's obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.
2. Contractor's Obligations: In the event that Contractor is rendered unable, wholly or in part, by the occurrence of a force majeure to carry out any of its obligations under this Contract, then Contractor's obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.
3. Notice of Force Majeure: In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to modify its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, and in no event later than 30 days after the initial occurrence of any force majeure, setting forth the particulars of the circumstances. Notices shall likewise be given after the effect of such occurrence has ceased.
4. Limitations: Nothing in this Section shall limit or preclude Metro's ability, per Article 15, to request that the Contractor perform work, whether emergency or otherwise, that Metro deems necessary during or following the occurrence of a Force Majeure in order to prevent damage or to preserve the integrity of the facility.

ARTICLE 10 -- LIQUIDATED DAMAGES

- A. In the event of any default of this Contract by Contractor which default, in the sole opinion of Metro, substantially impedes the normal operations of the Transfer Station, Contractor shall have one hour to remedy the situation such that, in Metro's sole opinion, operations at the Transfer Station have returned to normal. If Contractor fails, in Metro's sole opinion, to do that which the previous sentence requires, then Contractor shall pay Metro at an estimated rate of \$6,000 per hour or portion thereof until Contractor has, in Metro's sole opinion, returned Transfer Station operations to normal. For purposes of this Contract, the phrase "substantially impedes the normal operations of any transfer station" shall mean the inability of customers to unload waste within one half hour of arrival at the facility or Contractor's failure to load a container within one half hour of its availability and the presence of sufficient waste.
- B. In addition, if such a default continues for a period in excess of twenty-four (24) hours, Metro shall recover no more liquidated damages for periods beyond such 24 hour period, or beyond the period the liquidated damages situation exists, whichever is less. Metro shall, however, be entitled to all other remedies for Contractor's continued default which this Contract or the law provides.

- C. It is expressly understood and agreed that these amounts are not to be considered in the nature of a penalty, but, because of the difficulties of proof of loss, the parties have determined that these amounts represent a reasonable forecast of just compensation in light of the anticipated or actual harm suffered by Metro and caused by a breach or default on Contractor's part. Metro may deduct such damages from any amount due or which may become due, or, if not so deducted, the amount of such damages shall be due and collectible from the Contractor or the Surety, from the variable portion of the compensation due, within fifteen (15) days of service of notice by Metro that liquidated damages have been imposed. This remedy shall be in addition to, and not a waiver or surrender of, any other rights or remedies Metro may have under this Contract or any provision or provisions of law.

ARTICLE 11 -- METRO'S RIGHTS AND REMEDIES FOR DEFAULTS IN PERFORMANCE

- A. Metro's Rights and Remedies for Contractor's Default which result in Liquidated Damages: For each and every event of default or nonperformance by Contractor which default or nonperformance, results in liquidated damages pursuant to Article 10 (A), and with respect to which neither Contractor nor Surety, within twenty-four (24) hours after written notice of such default or nonperformance has been served upon both Contractor and Surety, either cures such default, remedies such nonperformance, or gives Metro reasonable assurances that the default or nonperformance will be promptly cured or remedied, Metro shall have the unconditional right to all of the following remedies:
1. Equitable Remedies: For each and every default or nonperformance under Article 11A Metro shall be entitled to all equitable remedies available to it including, but not limited to, injunctive relief and the taking possession and operation of any equipment or materials used by Contractor in the performance of this Contract.
 2. Liquidated Damages: As an additional remedy for each and every default or nonperformance under Article 11A Metro is entitled to liquidated damages, as provided in Article 10.
 3. Actual Damages: For each and every event of default or nonperformance under Article 11A which lasts more than 24 (twenty-four) hours, Metro shall be entitled to recover its actual damages for the period of default or nonperformance extending beyond the 24-hour period. Any disputes arising as to the amount of Metro's actual damages shall be resolved by arbitration under Article 25.
 4. Termination or Suspension of Contractor's Contract: For each and every event of default under Article 11A which extends beyond twenty-four (24) hours after written notice of such default has been served upon both Contractor and Surety, Metro shall be entitled to terminate or suspend the contract in accordance with Section C. of this Article. Alternatively, for each and every event of default or nonperformance under Article 11A which extends beyond ten (10) days, Metro shall be entitled to terminate or suspend the Contract immediately and without the necessity of notice to Contractor.
- B. Metro's Remedies for Defaults Other than Defaults in Article 11A: For each and every event of default or nonperformance (other than a default or nonperformance under Article 11A), if neither Contractor nor Surety, within thirty (30) days after written notice of such default has been served upon both Contractor and Surety, cures such default or remedies such nonperformance, or gives Metro reasonable assurances that the default or nonperformance will be promptly cured or remedied, Metro shall have the unconditional right to one or more of the following remedies to the extent permitted by law:
1. Equitable Remedies: For each and every default or nonperformance under Article 11B, Metro shall be entitled to all equitable remedies available to it including, but not limited to, injunctive relief and the taking possession and operation of any equipment or materials in the custody, possession, or control of Contractor.

2. **Actual Damages:** As an additional remedy for each and every default or nonperformance under Article 11B, Metro shall be entitled to recover its actual damages during all periods of default. Any disputes arising as to the amount of Metro's actual damages shall be resolved by arbitration under Article 25. No liquidated damages remedy shall apply to defaults under this section.
 3. **Termination or Suspension of Contractor's Performance of the Contract:** For each and every event of default under Article 11B which extends beyond thirty (30) days, Metro shall be entitled to terminate or suspend Contractor's performance of the Contract in accordance with Section C of this Article.
- C. **Procedure for Termination or Suspension of the Contract by Metro:**
1. To terminate or suspend the Contract, Metro must notify in writing both Contractor and Contractor's Surety of Metro's intent to terminate or suspend the Contract. Within ten (10) days of service upon Contractor of Metro's notice of intent to terminate or suspend the Contract, Contractor shall either:
 - (a) cure any defaults in performance or remedy any nonperformance; or
 - (b) discontinue its work on the Contract or such part thereof as Metro shall designate.
 2. If Contractor does not cure any defaults or remedy any nonperformance within ten (10) days after service of the notice of intent to terminate or suspend the Contract, Contractor's Surety may, at its option, take over and assume full and complete performance of the Contract or that portion thereof which Metro has ordered Contractor to discontinue, and may perform the same or may sublet the work or that portion of the work taken over by a contractor or contractors acting on behalf of Surety; provided, however, that the Surety shall exercise its option and begin performance of the work, if at all, within ten (10) days after Surety is served with a copy of the written notice of termination or suspension. The Surety shall be paid by Metro for all work performed by Surety in accordance with and subject to each and every term of the Contract. Surety shall be subject to each and every term and condition of the Contract.
 3. If Contractor does not cure a default or remedy any nonperformance within the time allowed herein, and if Contractor either does not have a surety or the surety elects not to exercise its option under the previous paragraphs, then this Contract shall terminate at the point in time that Contractor's surety fails to begin performance pursuant to the above paragraphs. For ninety (90) days from the date Contractor ceases to provide service, and continuing subsequent to termination, Contractor shall make available to Metro all tractors, trailers, or other rolling stock and attendant equipment used or available for use in carrying out the Contract at the time Contractor ceases to provide service. This provision shall survive termination of the Contract.
- D. **Metro's Remedies If Contractor Becomes Insolvent, Dissolved, Bankrupt, Files For Bankruptcy, Makes A General Assignment For Creditors:**
1. The parties agree that if Contractor becomes insolvent, is dissolved, files for bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such an event could impair or frustrate Contractor's performance of this Agreement.
 2. Accordingly, it is agreed that upon the occurrence of any such event, Metro shall be entitled to request of Contractor or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure of Contractor and Surety to comply with such request within ten (10) calendar days of service upon both Contractor and Surety of a written request from Metro for such assurances shall entitle Metro to terminate or suspend Contractor's

performance of the Contract under Article 11 C of this Contract. This contract shall not survive, but instead shall be immediately terminated by, the appointment of any trustee or receiver for Contractor, which appointment rests upon the insolvency of Contractor.

E. Procedures and Remedies for Termination Under Force Majeure:

1. In the event that any single event of force majeure lasts longer than ten (10) days, Metro shall have the right, in its sole discretion, to immediately terminate this Contract. In the event that Metro chooses to terminate the Contract under this section, Metro shall serve Contractor with written notice of such intent and shall reimburse Contractor for all actual costs which Metro determines Contractor has incurred in performing the Contract prior to service upon Contractor of the notice to terminate plus an amount equal to ten percent (10%) of such costs less the total payments which Metro has paid Contractor prior to service of the notice of termination upon Contractor.
2. It shall also be a condition precedent to any payments under this paragraph that Contractor fully demonstrate and document to Metro's satisfaction the costs Contractor actually incurred prior to receiving service of the notice of termination. Metro shall determine, subject to its accounting and budget limitations, the method and manner of any payment(s) which may include installment payments over an extended period of time which may extend beyond the termination or completion of the Contract. Any such determination with regard to payments shall take into consideration Contractor's reasonable and actual financing costs.

F. Procedures and Remedies for Metro Termination for the Convenience of the Government: Metro shall have the option, exercisable in its sole discretion, to terminate this Contract without cause on the third anniversary of the start of this Contract upon sixty (60) days prior written notice. Upon such termination, Metro shall only be obligated for payments due under this Contract for work performed up to the effective date such termination.

G. No Waiver: Nothing in this Article, and no actions taken pursuant to this Article, shall constitute a waiver or surrender of any rights, remedies, claims or causes of action Metro may have against Contractor or its Surety under any other provision of this Contract or any provision(s) of law.

ARTICLE 12 -- CONTRACTOR'S RIGHT TO TERMINATE

Should Contractor be unable to perform this Contract for a period of sixty (60) days or more because of action or conduct of (1) a public authority other than Metro, or (2) by Metro (if Metro is acting in violation of Contractor's rights under the Contract), and if either inability occurs through no fault of Contractor, then Contractor, upon seven (7) days' written notice to Metro, may stop or suspend the work or terminate the Contract and recover from Metro that portion of the Contract payments, less the aggregate of previous payments, allowable to the Contract completed as of the date of termination, plus its demonstrated actual damages; however, in such event, Metro will make no payments to Contractor for any work done on the Contract after the date of termination.

ARTICLE 13 -- BASIS AND METHOD OF PAYMENT

A. Rates:

1. For all work required under this Contract, Metro will make monthly payments to Contractor based on the rates set forth in the Price Schedule. Monthly payments shall include as pass through costs any DEQ Solid Waste fees paid by Contractor and which are attributable to Contractor's handling of solid waste pursuant to this Contract.

2. On or prior to the tenth day of each month, Contractor will submit to Metro a billing which indicates the quantity of waste pursuant to the Contract. The value of unit price work shall be based upon the number of tons of acceptable waste received at the transfer station, the number of tons of dry waste transported and disposed and the number of tons of materials recovered as determined by the Metro scalehouses and the according to the Contract Documents for the calendar month just completed. In addition, a compaction maximization bonus will be paid if appropriate. The lump sum payment due shall also be stated in the billing.
3. The Contractor shall furnish to Metro such detailed information as set forth in these Contract Documents (including records from the Contractor) and as Metro may request to aid in the preparation of monthly payments. After approval by Metro, Metro will pay to the Contractor by the 25th day of the month, the value of the work less any previous payments.
4. The parties acknowledge that no more than 50 percent of payments made under this agreement shall be variable payments. In the event that variable payments exceed 50 percent of all payments, a default shall exist under Article 11B of this contract.

B. Price Adjustment:

1. Unit and lump sum prices shall be adjusted up or down each fiscal year of this Contract, beginning in 1998, the first anniversary of the Contract, to reflect changes in the cost of doing business as measured by the percentage price adjustment.
2. The following formula will be used to calculate the percentage price adjustment:

$$\begin{aligned}
 AI &= ((CI_X - CI_B) / CI_B) \times \% / 100 \\
 AI &= \text{Percentage price adjustment} \\
 CI_X &= \text{Consumer Price Index average for the current year} \\
 CI_B &= \text{Consumer Price Index average for the previous year} \\
 \% &= \text{Percent adjustment proposed by the Contractor in the Proposal}
 \end{aligned}$$

3. The Consumer Price Index (CPI) will be based on the index entitled "West-A" from the U. S. Department of Labor, Bureau of Labor Statistics' publication entitled "Consumer Price Indexes, Pacific Cities and U.S. City Average, All Urban Consumers." The index will be a twelve (12) month average for the current year minus a twelve (12) month average for the previous year divided by the previous year's average.

Example

If the Contract began in May of 1997, then the current year index would be calculated by adding the West-A indices for July 1997 through June 1998 and dividing the result by 12 (round to one decimal place) The previous year index would be the sum of the West-A indices for July 1996 through June 1997 and dividing the result by 12 (round to one decimal place) Subtract the previous year index from the current year index and divide by the previous year index. Multiply the result by the percent proposed in the Proposal. Round the result to the third decimal place (i.e., 0.1 percent)

4. The Recovery Credit (\$30/ton during the first year of the Contract) paid the Contractor for each ton of Recovered Materials shall be adjusted annually using half the percentage price adjustment above.

5. Percent changes in the index shall be calculated using 1982-84 as the base year until the Bureau of Labor Statistics publishes data on a new base period. Calculations shall be made from data on the new base from that time forward.
6. If the BLS series specified above is discontinued, the contracting parties shall agree upon a substitute series by November 1 of any calendar year. If BLS designates an index with a new title and/or code number or table number as being the continuation of the index cited above, the new index will be used. If the specific index "West-A" is discontinued but the "U.S. City Average" remains, this latter index will be used. Otherwise, a substitute shall be agreed upon by the parties.
7. The price adjustment shall take place as soon as written data are available from BLS.

C. Petition for Increased Costs Due to Change in Law:

1. For purposes of this section or Section D of this Article, the term "change in law" means any new or revised laws, statutes, rules, regulations, ordinances, or a final judicial determination thereof rendered by a court of competent jurisdiction in the state of Oregon.
2. Upon petition of Contractor and subject to approval of Metro as described in this section, Metro shall pay, subject to the limitations, conditions and procedures stated below, one hundred percent (100%) of Contractor's reasonable, actual increased costs of performing the Contract if such increased costs are directly attributable to changes in law which increase the cost of Contractor's performance of the Contract, and if such changes in law become effective at any time after the deadline for submission of Proposals.
 - (a) Local and County Law — Limitations: Metro shall reimburse Contractor, subject to the terms and conditions of this section, for reasonable, actual increased costs due to changes in local and county laws if and only if such changes are applicable to all businesses in the relevant county or local area. Metro shall not compensate Contractor for any increased costs due to changes in local or county laws to the extent that such laws are applicable only to Contractor, Contractor's activities in connection with this Contract, or to persons or entities engaged in the waste management or transportation industries.
 - (b) Federal, State or Local Taxes, Fees or Surcharges: Metro shall not be obligated to reimburse Contractor for any cost increases or expenses Contractor may incur due to increase in the rates of federal, state or local taxes, fees or surcharges of whatever nature. Metro shall not reimburse Contractor for any increases in state weight and mile taxes or fees.
 - (c) General Conditions and Limitations on Reimbursement: Reimbursement shall be allowed under this section only for any costs incurred which are the least costly means of ensuring full compliance with and which are directly necessitated by the relevant change in law. No reimbursement for cost increases shall be allowed for any cost increases which are in any way attributable to Contractor's operations or to Contractor provided sites or to conditions, operations, or activities at Contractor-provided site(s), or conditions, operations or activities which are caused by Contractor or their subcontractors, employees, agents, or servants, or which are otherwise within Contractor's control. Contractor must fully demonstrate and document the need for the requested reimbursement to Metro's satisfaction and approval as a condition precedent to Contractor's right to any payment under this section.
 - (d) Cancellation of Reimbursement: Metro may at any time cancel any reimbursement made under this section which was made in error. Contractor shall at all times keep Metro informed as to whether any reimbursement remains necessary. Also, upon Metro's request, Contractor shall

immediately provide Metro with all documents or information or other evidence in Contractor's possession or control which Metro requests to determine whether there is a continuing need for any and all reimbursements made under this section.

- (e) Schedule of Payment of Reimbursement: Metro shall determine, subject to its accounting and budget limitations, the method and manner of any payment(s) which may include installment payments over an extended period of time which may extend beyond the termination or completion of the Contract. Any such determination with regard to payments shall take into consideration Contractor's reasonable and actual financing costs.

D. Deductions from Payments for Reduced Costs due to Changes in Law:

1. Metro shall be entitled to reduce payments to Contractor subject to the conditions stated below, to reflect one hundred percent (100%) of the reduced costs of Contractor's performance under the Contract which reduced costs are attributable to any categories of changes in law for which Contractor is entitled to reimbursement of increased costs under the previous section.
2. Metro may at any time serve Contractor with notice and explanation of Metro's intent to reduce payments under this paragraph. Within thirty (30) days of service of such notice, Contractor shall respond in writing to such notice and such written response shall state whether or not Contractor believes that any deductions from payments due Contractor are justified by the change in law and shall state any reductions in the costs of performing the Contract due to the relevant change in law. Contractor shall fully document and otherwise support its response to Metro's notice under this section.
3. Upon written petition of Contractor, Metro may at any time cancel reductions made under this section if Metro determines that the need for the reduction has expired or that a reduction was made in error. Contractor shall at all times keep Metro informed as to both when any reduction due to change in law is appropriate, and as to when any reduction is no longer appropriate.

E. No waiver: Partial payments shall not constitute acceptance by Metro of Contractor's work nor be construed as a waiver or surrender of any right or claim by Metro in connection with the work.

F. Submittal of documentation: Contractor shall submit their invoices with a detailed cost breakdown in accordance with the procedures approved by Metro.

G. Conditions Precedent to Payment: It is a condition precedent to Contractor's rights to any payments under the Contract that all bills for labor and materials, including labor and materials supplied by or to Contractor, are paid in full; and, if requested by Metro, Contractor shall submit receipted invoices and/or lien waivers, as evidence of payment in full of all such accounts. As a further condition precedent to Contractor's right to any payments under this Contract, if requested by Metro, Contractor shall submit a lien waiver before any payment, and a final lien waiver stating Contractor has been paid in full prior to the final payment.

H. Reimbursement for Maintenance Costs:

1. Routine Maintenance: Routine maintenance and all associated costs shall be the responsibility of the Contractor. For purposes of this Contract routine maintenance shall mean the service and activities generally associated with normal care of the equipment as suggested by the manufacturer, including but not limited to cleaning, calibrating, oiling, lubricating, replacement of filters and drive belts, welding, adjustments, inspections, preventative maintenance, maintenance tracking and record keeping, provision and maintenance of spare parts inventory.

2. Repair and Replacement of less than \$20,000 per Occurrence: Contractor shall be reimbursed (per the Force Account procedures excluding item #3) for 50% of all costs associated with the repair or replacement of parts necessary to keep the transfer equipment and facility operating or to return the equipment to an operational state, including the replacement of parts which have become unusable as a result of normal wear and tear, except those parts included under item #1 above for which the Contractor shall be responsible for 100% of the cost.

Contractor shall be reimbursed (per the Force Account procedures excluding item #3) for 35% of all costs associated with the repair or replacement of parts necessary to keep the materials recovery equipment operating or to return the equipment to an operational state, including the replacement of parts which have become unusable as a result of normal wear and tear, except those parts included under item #1 above for which the Contractor shall be responsible for 100% of the cost..

3. Repair and Replacement of greater than \$20,000 per Occurrence: Contractor's reimbursement for its share of costs, as established under item #2 above, shall be limited to the first \$20,000 of such repair or replacement costs. Metro reserves the right to effect such repairs through a third party or to utilize the Contractor. If Metro utilizes a third party, Contractor shall reimburse Metro its share due under this item. If Metro utilizes Contractor, costs shall be reimbursed per the Force Account procedures excluding item #3.
4. Metro shall not be responsible for any repair or equipment replacement costs resulting from Contractor's negligence or misuse or abuse of the equipment and facilities provided by Metro, including but not limited to any damage caused by Unacceptable Waste being received at the facility.
5. Capital Improvement: In the event that any capital improvements to the Transfer Station are required for any reason other than Contractor's fault, the Contractor, with the approval of Metro's Contract Manager, shall effect the same if the cost thereof is less than \$40,000 per the Force Account procedures excluding item #3) of this Contract which shall be used to compensate the Contractor under this item.

I. Final payment:

1. Final payment shall fall due only after Contractor shall:
 - (a) Submit to Metro an affidavit certifying that Contractor has paid all federal, state and local taxes including excise, use, sales, and employee withholding taxes.
 - (b) Pay and obtain release of record, of all liens and all other encumbrances which relate to the services performed under this Contract.
 - (c) Deliver to Metro written releases of all rights to file liens against any sites, signed by each subcontractor and material provider who performed labor or furnished materials in connection with the work.
 - (d) Deliver to Metro their written undertaking, with sureties acceptable to Metro:
 - (i) To promptly pay and obtain a release of record as to liens in connection with the work covered by this Contract sites; and
 - (ii) To defend and indemnify and save Metro harmless from any liability or expense because of any such lien or the enforcement thereof.
2. Final payment shall be deemed to occur when Contractor negotiates an instrument from Metro which instrument Metro has designated as final payment.

3. When final payment occurs, Contractor warrants that they have received payment in full for their performance of the Contract and waives all further claims against Metro in connection with the Contract. Contractor's acceptance of final payment by Metro shall be conclusive proof of Metro's full and complete performance of the Contract.
- J. Nothing in this section is meant to establish an exhaustive list of all the conditions precedent to payment in this Contract. Any and all conditions precedent to payment established by this Contract but not contained in this section remain valid.

ARTICLE 14 -- RETAINAGE

- A. Metro shall retain five percent (5%) of all unit price payments and lump sum payments to Contractor until the total amount of such retainage equals \$50,000 per Transfer Station. This retainage shall not be returned to Contractor until completion of the performance of this Contract, including all extensions to its term. The retainage will be placed in an interest bearing account, pursuant to ORS 279.420. Interest shall accrue to the Contractor and be returned once the balance of the account reaches the limits stated herein.
- B. If at any time the total amount of retainage ever falls below \$50,000 due to deductions from retainage allowed by the Contract, Metro shall be entitled to retain five percent (5%) of all unit price payments and lump sum payments to Contractor until the total amount of such retainage equals \$50,000 per Transfer Station.

ARTICLE 15 -- ADDITIONAL OR DELETED WORK

- A. Payment or Credit for Additional Work:
 1. All requests for payment for additional work shall be made only under the conditions and procedures of this Article, except to the extent such work is applicable under Article 13(H) in the opinion of Metro's Contract Manager.
 2. For purposes of this Article, the term "additional work" means work which is in addition to the work required to be performed under the original Contract or any amendments thereof, but does not include any work required to comply with any changes in law, statutes, rules, regulations, ordinances, permit(s) or permit conditions.
 3. Nothing in this Article is intended to negate or lessen any other preconditions or procedures for such payment or reimbursement provided by any other provisions of the Contract.
- B. Request for Proposal for Additional Work:
 1. Within fourteen (14) calendar days after receipt of an RFP for additional work from Metro, Contractor shall submit to Metro an itemized proposal stating the actual and reasonable costs to Contractor for performing such additional work, a schedule for performing such work, and the effect, if any, on Contractor's performance of the existing Contract work by reason of the additional work. Contractor's proposal shall be based on the least costly method for performing the additional work in accordance with all provisions of the Contract.
 2. No request for proposals by Metro shall be construed as authorization for Contractor to perform the additional work covered by such RFP. To obtain authorization to perform any additional work, Contractor must be notified in writing by Metro that Contractor is ordered to proceed with the relevant additional work. In any such written notification Metro shall indicate whether it accepts

or rejects Contractor's proposal. If Metro rejects Contractor's proposal but orders the additional work to be performed, Contractor shall perform the additional work per the procedures for Force Account below. If Metro does not order Contractor to perform the relevant work, Contractor shall not be entitled to any reimbursement for the work in Contractor's proposal.

C. Force Account Work:

1. If the amount of payment cannot be agreed upon prior to the beginning of the work, and Metro directs that the work be done by written Change Order on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time.
2. For the work performed, payment will be made for the documented actual cost of the following:
 - (a) Labor, including forepersons who are directly assigned to the force account work (actual payroll cost, including wages, customary fringe benefits, labor insurance, and labor taxes as established by law) No other fixed labor burdens will be considered, unless approved in writing by Metro.
 - (b) Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or their subcontractor.
 - (c) Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
 - (d) Additional Bond, as required and approved by Metro.
 - (e) Additional insurance (other than labor insurance, as required and approved by Metro)
3. To the costs above there shall be added a fixed fee of ten percent (10%) of the cost of Items a, b, and c and a fixed fee of five percent (5%) to the cost of Items d and e.
4. An additional fixed fee of ten percent (10%) shall be allowed the Contractor for the administrative handling of portions of the work that are required to be performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless by written approval of Metro.
5. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense.
6. Metro reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claims for profit or added fees on the cost of such materials and equipment.
7. For equipment mentioned above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
8. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish Metro report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment

rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment and hours operated.

9. Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or their authorized agent.
10. To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by Metro, detailed and completed documented verification of the Contractor's and any of their subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed.
11. No payment will be made for work billed and submitted to Metro after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order.

D. Deductions from Payments for Deleted Work:

1. All deductions from payment for deleted work shall be made under the conditions and procedures of this Article.
2. For purposes of this Article, the term "deleted work" means work which is deleted from the work required to be performed under the original Contract, but does not include any work which need not be performed due to any changes in law, statutes, rules, regulations, ordinances, permit(s), permit conditions, or regulatory policies.

E. Request for Proposal for Deleted Work:

1. Within fourteen (14) calendar days after receipt of an RFP for deleted work from Metro, Contractor shall submit an itemized proposal stating the actual and reasonable costs which would be avoided by deleting work called for in the Contract, a schedule for deleting the relevant work, and the effect, if any, on Contractor's performance of the remaining Contract work by reason of the deleted work. Contractor's proposal shall be based on all current and future avoided costs to Contractor for deleting the work and any profit margins or markups which Contractor's proposal includes for such work.
2. No Request for Proposals by Metro shall be construed as authorization for Contractor to delete the work covered by an RFP for deleted work. Contractor shall not delete any work unless and until an order from Metro authorizing such deletion is served upon Contractor. In any such written notification Metro shall indicate whether it accepts or rejects Contractor's proposal. If Metro rejects Contractor's proposal but orders the work to be deleted, Contractor shall delete the work. However, Metro may make all appropriate deductions from payments, according to the formula below, if Metro has ordered Contractor to delete work, regardless of whether Contractor has complied with such order.

F. Amount of Deductions for Deleted Work:

1. The amount of any deductions from payments for deleted work shall be equal to all current and future avoided costs resulting from the deleted work plus any profit margin or markups which Contractor's proposal includes for such work. If the latter profit margin or markup figures are

unavailable, the parties hereby agree that Contractor's profit margin on all work shall be deemed to be ten percent (10%) of the actual cost of performing the work.

2. Contractor shall submit complete records of materials and labor usage to Metro for review. If Contractor and Metro cannot agree on the amount of the deduction for the relevant deleted work, that matter shall be submitted to arbitration under Article 25.
- G. Schedule of Payments: Metro shall make any payments due the Contractor under this Article as soon as possible after the work is performed.

ARTICLE 16 -- METRO'S RIGHT TO WITHHOLD PAYMENT AND TO WITHDRAW FUNDS FROM RETAINAGE

- A. Metro shall have the right to withhold funds from payments due Contractor, and to withdraw from funds held in retainage, such sums as necessary in order to protect Metro against, and compensate Metro for, any loss or damage which may result from (1) negligence or unsatisfactory work by Contractor, (2) the failure by Contractor to perform or abide by any of Contractor's obligations under this Contract, or (3) claims against Contractor or Metro relating to Contractor's performance or work.
- B. In addition, Metro may withhold payments from Contractor or withdraw from funds held in retainage for (1) damages by Contractor to others not adjusted or resolved, (2) the failure of Contractor to make proper payment to Contractor's employees, material suppliers and subcontractors, or (3) where there is filing of any claim against Metro or Contractor.
- C. In no event shall amounts withheld from payment under this section be construed to mean amounts attributable to retainage. Metro's right to retain five percent (5%) of Contract payments under Article 14 of these General Conditions is in addition to Metro's right to withhold payments under this paragraph.
- D. Metro shall provide at least ten (10) days' notice of its intent to withhold payments under this Article, and Contractor shall have the right to dispute such actions as provided in these Contract Documents.
- E. No action taken by Metro under this Article shall affect any of the other rights or remedies of Metro granted by any other provision or provisions of this Contract or by law or relieve Contractor from any consequences or liabilities arising from Contractor's acts or omissions.

ARTICLE 17 -- INDEMNIFICATION

- A. Contractor agrees that for purposes of the Oregon Tort Claims Act (ORS 30.260 through 30.300) that neither Contractor, its officers, agents and employees nor any of Contractor's subcontractors of any tier or their officers, agents and employees are agents of Metro. Contractor for itself and its officers, agents, employees and its subcontractors of any tier and their officers, agents and employees will make no claim whatsoever against Metro for indemnification pursuant to ORS 30.260 to 30.300 and Contractor agrees to hold Metro harmless and indemnify Metro from any such claims.
- B. Contractor shall indemnify, and hold Metro harmless from and against any and all claims, causes of action, demands, suits, damages, penalties, charges, judgments, liabilities, losses, of whatsoever character or kind (all hereinafter referred to as "claims") and all expenses arising from such claims including, but not limited to, attorneys' fees upon trial and upon appeal and any and all costs, if such claims or expenses allegedly or actually arise or result from, directly or indirectly, or are in any way connected with:

1. the performance or nonperformance of any provision or requirement of this Contract by Contractor, its officers, employees, subcontractors, agents or servants;
 2. any of the acts or omissions of Contractor, its officers, employees, subcontractors, agents or servants;
 3. the failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities as is required by Article 2F of the General Conditions.
- C. In addition, Contractor shall, upon demand of Metro, at Contractor's sole cost and expense, defend and provide qualified attorneys acceptable to Metro under service contracts acceptable to Metro to defend Metro, its officers, employees, agents and servants against any and all claims, causes of actions, suits, demands, damages, penalties, charges, liabilities, losses, awards of damages, or judgments, of whatsoever character or kind, arising or resulting from, directly or indirectly, or in any way connected with:
1. the performance or nonperformance of any provision or requirement of this Contract by Contractor, its officers, employees, subcontractors, agents or servants;
 2. any of the acts or omissions of Contractor, its officers, employees, subcontractors, agents or servants at or in connection with the Work;
 3. the failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities as is required by Article 2F of the General Conditions.
- D. In any and all claims against Metro, these indemnification obligations shall not be limited in any way by any limitation in the amount or type of insurance obtained by Contractor.

ARTICLE 18 -- PERFORMANCE / LABOR / MATERIALS BONDS

- A. The initial term of the Performance and Labor and Materials Bonds or Letter(s) of Credit shall be for the period beginning with the execution of the Contract. The amount of the Performance and Labor and Materials Bonds or Letter of Credit(s) shall be in the amount of \$1,000,000 per Transfer Station.
- B. Not later than sixty (60) days prior to each irrevocable Letter of Credit or Performance and Labor and Materials Bonds expiration, Contractor shall execute and deliver to Metro Performance and Labor and Materials Bonds on the forms bound herewith, or an irrevocable Letter or Letters of Credit acceptable to Metro, which shall secure and be conditioned upon the full, faithful and complete performance of the Contract and prompt payment of all persons supplying labor and materials for the performance of the Contract and other protection to Metro, as provided in such Bonds or Letter(s) of Credit.
- C. The surety or banking institution furnishing these Bonds or Letter(s) of Credit shall have a sound financial standing and a record of service satisfactory to Metro and shall have a rating of at least A and be of the appropriate class for the relevant bond amount under Best's Rating System and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact (Resident Agent) who executes these Bonds on behalf of the Surety must attach a notarized copy of their Power of Attorney as evidence of their authority to bind the Surety on the date of execution of each Bond.

- D. Contractor shall from time to time take such additional actions and furnish to Metro such additional documents and instruments which Metro reasonably requests to secure performance of Contractor's obligations under this Agreement. None of the requirements contained in this Article are intended to, nor shall they in any manner, limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

ARTICLE 19 -- CONTRACTOR'S AND METRO'S LIABILITY INSURANCE

- A. The Contractor shall provide the insurance coverage designated in the table below and pay all costs therefor. Insurance requirements may be met in whole by a qualified self-insurance plan. If self insured, Metro shall enjoy all the rights and privileges of an additional insured.
- B. Before commencing work under this Contract, Contractor shall furnish Metro with certificates of insurance specified herein naming Metro as an additional named insured and showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statements:
1. This/these policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Metro and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that Metro may have other valid and collectible insurance covering the same risk.
 2. This/these policy(ies) shall not be canceled, reduced in coverage, nor materially altered until after sixty (60) days' written notice of such cancellation, reduction or alteration in coverage shall have been received by Metro.
 3. No act on the part of the insured shall affect the coverage afforded to Metro under the insurance covered by this certificate.
 4. This/these policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.
- C. Contractor shall immediately increase the amounts of insurance required to reflect any changes in Oregon Law to ensure that the insurance provided shall cover, at a minimum and in addition to, the designated insurance requirements listed below, the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act.
- D. In case of any breach of any provision of this Article, Metro, at its option, may take out and maintain, at the expense of the Contractor, such insurance as Metro may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

Designated Insurance Requirements	Limits
1. (a) Workers' Compensation covering all employees who are engaged in any work under the Contract (State/Federal) (including subcontractors' employees)	Statutory
(b) The Contractor shall require its Workers' Compensation carrier to provide Metro with an endorsement for waiver of subrogation.	Statutory
(c) Employers' Liability including bodily injury caused by disease.	Not less than \$500,000

2. Comprehensive General Liability, and Protection and Indemnity, if applicable:

(a) Contractors' Public Liability:

(i) Bodily injury (inc. death) and Personal Injury

(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations, and shall include coverage for Explosion, Collapse and Underground.

(i and ii coverage)

\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

This insurance shall include contractual liability to cover the liability assumed by the Contractor under Article 17 of the General Conditions.

(b) Metro's and Contractors' Protective Liability:

(i) Bodily injury (inc. death)

(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations, and shall include coverage for Explosion, Collapse and Underground.

(i and ii coverage)

\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

3. Comprehensive Automobile Liability including Owned, Nonowned and Hired Vehicles and including MCS90, (if applicable) endorsement.

(i) Bodily injury (inc. death)

(ii) Property damage

(i and ii coverage)

\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

4. Umbrella Coverage

to achieve a total coverage of
\$5 million

- E. When activities of the Contractor are to be accomplished within a public or private right-of-way requiring special insurance coverage, Contractor shall conform to the particular requirements and provide the required insurance. Contractor shall include in their liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided by Contractor.
- F. Contractor shall maintain the above insurance at all times until completion of the Contract or until the termination date of the Contract, whichever is later.
- G. Maintenance of insurance by Contractor as specified in this Article shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of Contractor under this Contract and Contractor may carry, at their own expense, such additional insurance as they deems necessary.
- H. Pursuant to Article 13, and to the extent allowed by that section, Metro shall only reimburse Contractor for the actual increased cost of premiums which Contractor must pay to comply with insurance requirements not specified above which become effective after the deadline for submission of proposals. No other reimbursement for costs associated with increased insurance requirements will be allowed under Article 13.

ARTICLE 20 -- PERMITS AND REGULATIONS

- A. Contractor shall obtain, maintain, and pay for all permits, licenses, certificates, inspection fees and surcharges and other approvals required by law, both temporary and permanent. Any such fees shall be included in the prices proposed in Contractor's Proposal. The Contractor shall obtain any necessary business license required by law. Metro will cooperate fully in securing all permits that by law may be secured in the name of the property owner.
- B. Contractor shall be liable for all fines or civil penalties which may be imposed by any regulatory agency for Contractor-caused or allowed violations of permits, laws or regulations. Metro shall not be liable for and shall not reimburse Contractor for payment of any such fines or civil penalties.

ARTICLE 21 -- ROYALTIES AND PATENTS

- A. Contractor shall pay all royalties and license fees related to the performance of this Contract.
- B. Contractor shall defend all suits or claims for any and all infringements of any patents which may occur in the performance of this Contract and shall save Metro harmless from loss on account thereof; provided, however, that Metro shall be responsible for all such loss when a particular process or product is specified by it unless Contractor shall have information that such particular process or product infringes a patent, in which event, they shall be responsible for loss on account thereof unless they promptly and immediately provide such information to Metro.

ARTICLE 22 -- TAXES AND FEES

As between Metro and Contractor, Contractor shall be responsible and liable for payment of all federal, state, regional, county and local taxes and fees, and surcharges of every form, which apply to any and all persons, entities, property, income, equipment, materials, supplies, structures, or activities which are involved in the performance of the Contract including, but not limited to, any and all income taxes, real property taxes, excise taxes, sales and use taxes and highway reconstruction fees which arise in connection with the Contract. Any such taxes and fees, or any increases in such taxes and fees, shall be the responsibility of the Contractor with no increase in compensation from Metro

ARTICLE 23 -- TITLE TO WASTE

Title to waste shall immediately pass to the Contractor once it has been accepted per the procedures contained in the Scope of Work. Title to Unacceptable Waste shall immediately upon discovery revert to the original generator/transporter if it can be identified.

ARTICLE 24 -- MATERIALS, EMPLOYEES, AND WORKMANSHIP

- A. All workmanship and materials provided by Contractor shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. Contractor shall furnish evidence of the skill of their employees, subcontractors and agents upon the request of Metro.
- B. Contractor shall at all times enforce strict discipline and good order among their employees and all subcontractors.

ARTICLE 25 -- ARBITRATION

- A. Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Contract.
- B. Subject to the conditions and limitations of this paragraph, any controversy or claim arising out of or relating to this Contract which remains unresolved after such negotiations shall be exclusively settled by arbitration under the laws of the state of Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All disputes shall be heard and decided by one arbitrator and all arbitration proceedings shall be held in Portland, Oregon. However, all disputes concerning Metro's right to the equitable remedy of specific performance shall not be subject to arbitration, but shall be decided exclusively by a court of competent jurisdiction in Multnomah County, Oregon, under the laws of the state of Oregon.
- C. Contractor agrees to consolidation of any arbitration between Metro and Contractor with any other arbitration involving, arising from, or relating to this Contract or otherwise involving the transfer, transport, collection, or disposal of waste by Metro. In the event that Metro determines, in its sole opinion, that the public interest requires a speedy resolution of any controversy or claim regardless of the amount, Metro shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58)
- D. Each party hereto and the Contractor's Surety accepts jurisdiction of the courts of the state of Oregon for the purposes of commencing, conducting and enforcing such arbitration proceedings and agrees to accept notice in writing sent by certified letter addressed to said party of intention to proceed with arbitration and of any other step in connection therewith or enforcement thereof, with the same effect as

though personally served therewith in the state of Oregon. The decision of the arbitrator shall be final and binding upon both parties and the Contractor's Surety who hereby agree to comply therewith. The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this section shall be exclusively in the county of Multnomah in the state of Oregon.

ARTICLE 26 -- ATTORNEY'S FEES

In the event suit or action or arbitration is instituted to enforce any right granted herein or to interpret any provision of this Contract, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, a reasonable attorney fee to be fixed by the trial court or in the arbitration. In the event of any appeal, the prevailing party shall, to the extent permitted by law, be entitled to attorney fees on appeal in like manner.

ARTICLE 27 -- ASSIGNMENT

- A. Contractor shall not assign any rights or obligations under or arising from this Contract without the prior written consent of Metro. Contractor shall not assign any amounts due or to become due under this Contract without prior written notice to Metro.
- B. This Contract is executed with a certain qualified party to perform the Contract. The delegation of any Contract duties will require the prior written consent of Metro and of the Surety. Any such delegation of duties will not relieve the Contractor or their Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility for performance of that duty without affecting Contractor's liability.

ARTICLE 28 -- CHANGE OF OWNERSHIP

- A. Any change in control or the transfer of a controlling interest in the beneficial ownership of Contractor shall constitute a default under the terms of this Contract, unless Metro consents to such transfer.
- B. The phrase "transfer of a controlling interest of Contractor" shall include, but is not limited to, the transfer of ten percent (10%) or more of the beneficial ownership of Contractor to or from a single entity, unless Metro, at Contractor's request, finds to the contrary.
- C. Intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of Contractor, shall not be construed as transfers of a controlling interest in Contractor, nor shall transfers required or allowed by operation of law be so construed. If, however, Metro determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then Metro may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability.

ARTICLE 29 -- PUBLIC CONTRACTS

- A. The provisions set out in Oregon Revised Statutes, Chapters 187 and 279, as amended or superseded, including the latest additions and revisions, and all applicable provisions of the Metro Code, are incorporated by reference as part of these Contract Documents. In addition, the specific requirements of certain of these sections are set out below. These provisions are applicable to this Contract unless or until they are superseded by federal law.

- B. Pursuant to ORS 279.312, Contractor shall make payment promptly, as due, to all persons supplying such Contractor labor or material for the prosecution of the work as provided in this Contract. Contractor shall pay all contributions or amounts due the Industrial Accident Fund (IAF) from such Contractor or subcontractor incurred in the performance of the Contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C. Pursuant to ORS 279.314, if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Metro may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of such Contract. Metro's payment of such a claim in the manner authorized by ORS 279.314 shall not relieve Contractor or Contractor's Surety from obligation with respect to any unpaid claims.
- D. Pursuant to ORS 279.316, except as permitted by federal law or other state statutes or regulations, no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and one-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
- E. Pursuant to ORS 279.320, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.

ARTICLE 30 -- ASSIGNMENT OF ANTITRUST RIGHTS

- A. Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to Metro an interest in any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at Metro's option, the right to control any such litigation on such claim for relief or cause of action, if Metro's interest, so assigned, exceeds fifty (50) percent of the total claim in a cause of action by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Contract. Metro's interest shall be a proportion of the total claim or cause of action equal to the percentage of the total claim proportional to the performance of this Contract as measured against the total of Contractor's business affected by the violation.
- B. In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to Metro, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at Metro's option, the rights to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract, in a like manner as provided in section A above.

- C. In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to Metro. It is an express obligation of the Contractor to advise the General Counsel of Metro:
1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
 2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 3. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to Metro.
- D. It is understood and agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to Metro its proportionate share thereof, if any, assigned to Metro hereunder.

ARTICLE 31 -- START OF CONTRACT, CONTRACT COMPLETION, AND CONTRACT EXTENSIONS

The Contractor agrees to begin services on May 1, 1997, and to terminate such services on April 30, 2007, subject to the provisions of Article 11(F).

CG:ay

S:\SHARE\GEYE\STATIONS\REBID\GENCON2.REV

**COST CALCULATION SPREADSHEET
AND
PRICE ADJUSTMENT EXAMPLES**

The cost calculations spreadsheet is available in a variety of electronic formats upon request.

Price Adjustment Example

	1996	1997
July	149.4	152.9
August	149.9	153.1
September	150.5	153.6
October	150.4	154.0
November	150.4	154.2
December	150.4	154.1
January	150.9	154.0
February	151.3	154.1
March	151.7	154.5
April	152.1	164.9
May	151.9	154.4
June	152.2	155.4
TOTAL	1,811.1	1,849.2
	Cl _B	Cl _X
Average	150.9	154.1

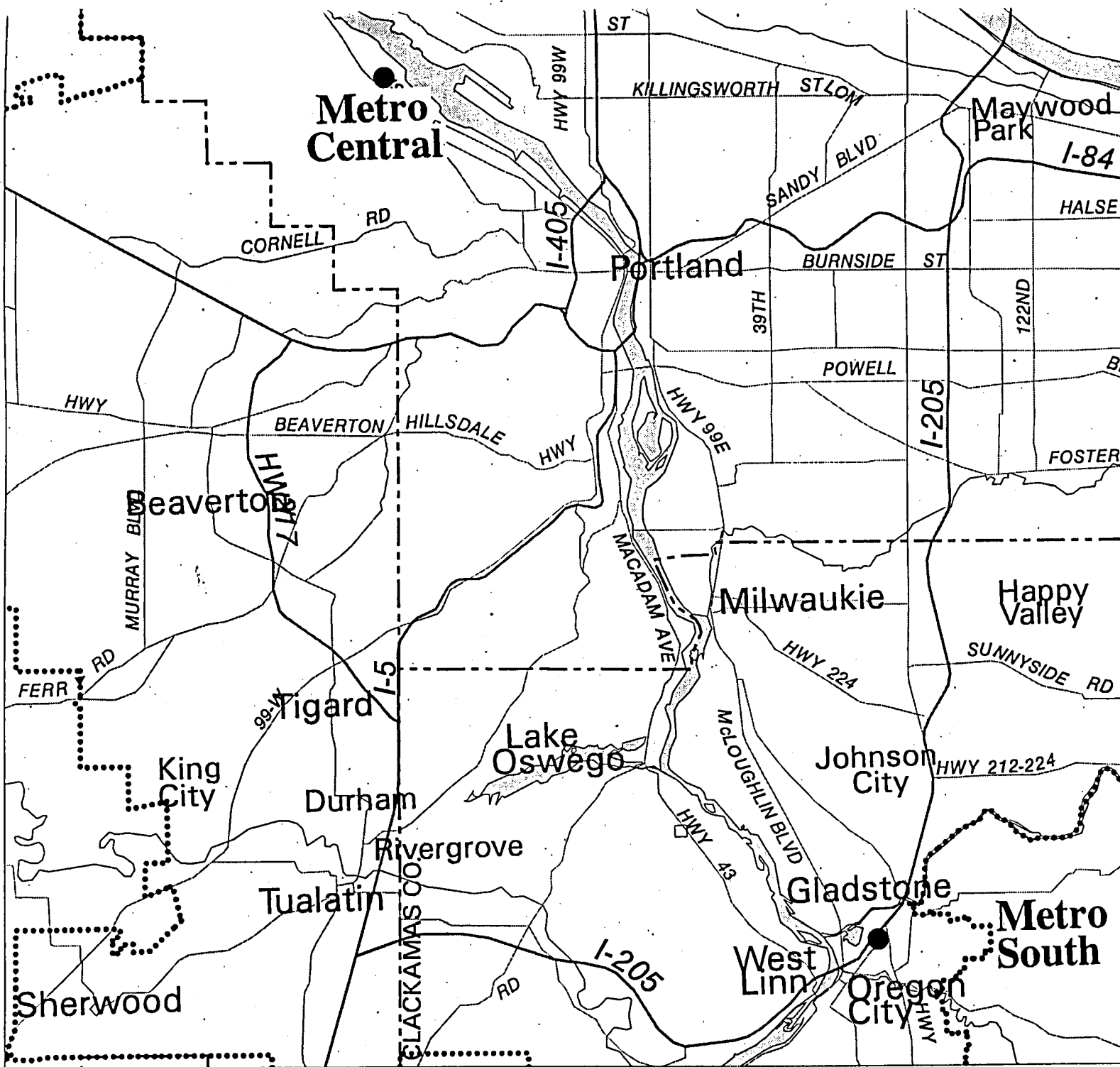
$$AI = ((Cl_X - Cl_B) / Cl_B) \times \% / 100$$

$$AI = ((154.1 - 150.9) / 150.9) \times 100 / 100$$

$$AI = 0.021$$

$$AI = 2.1\%$$

LOCATION MAP FOR TRANSFER STATIONS



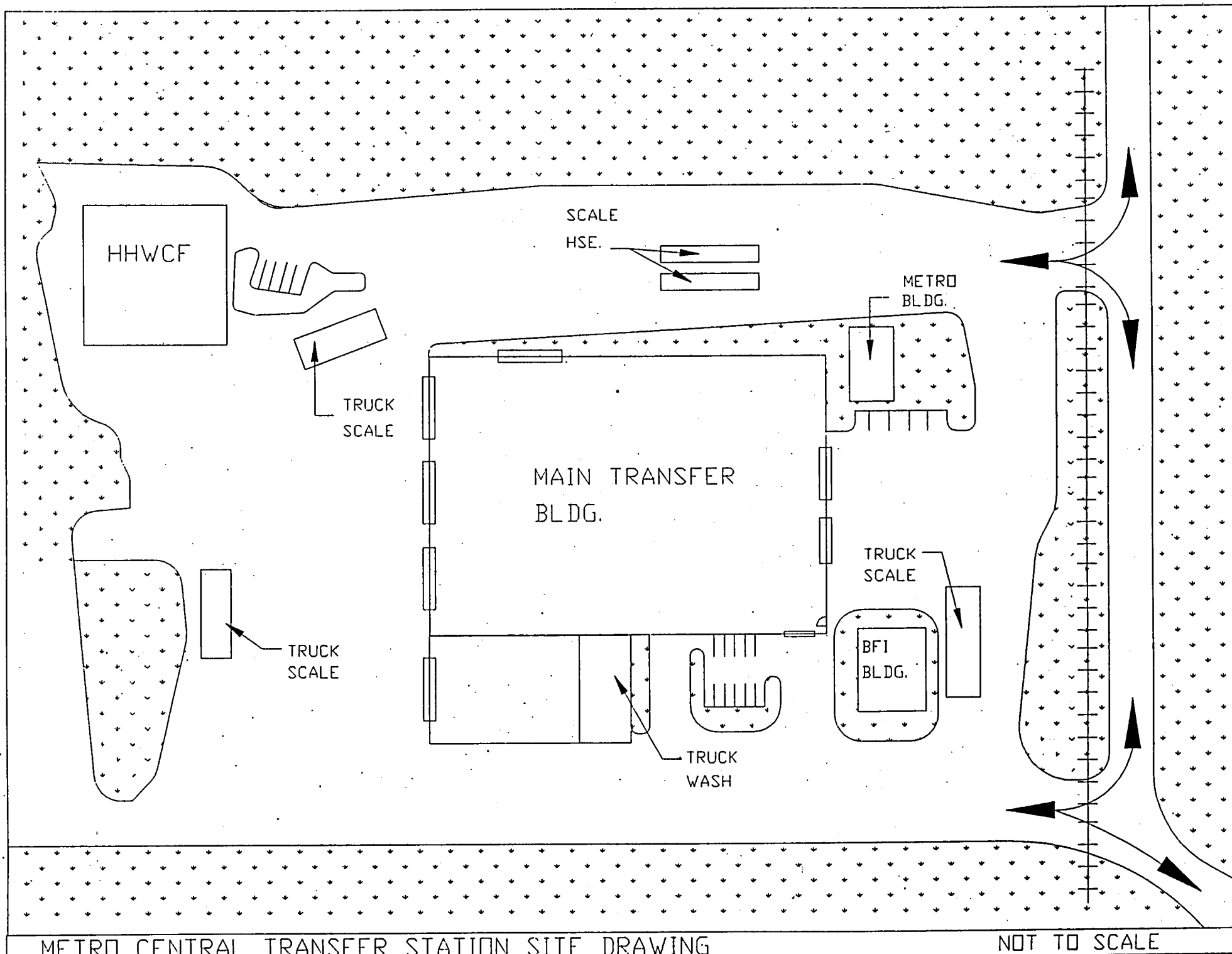
Metro Transfer Stations

600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1700



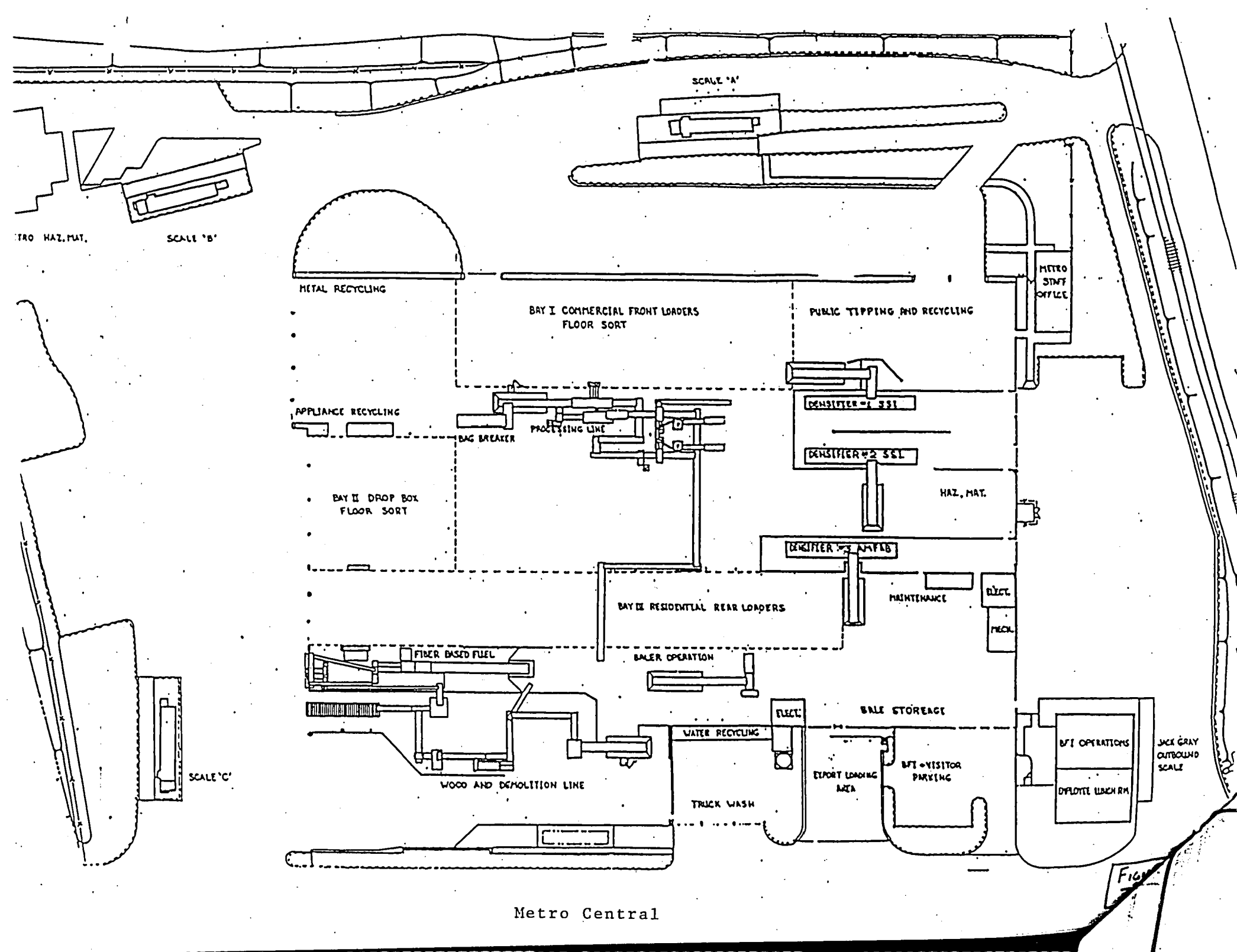
METRO

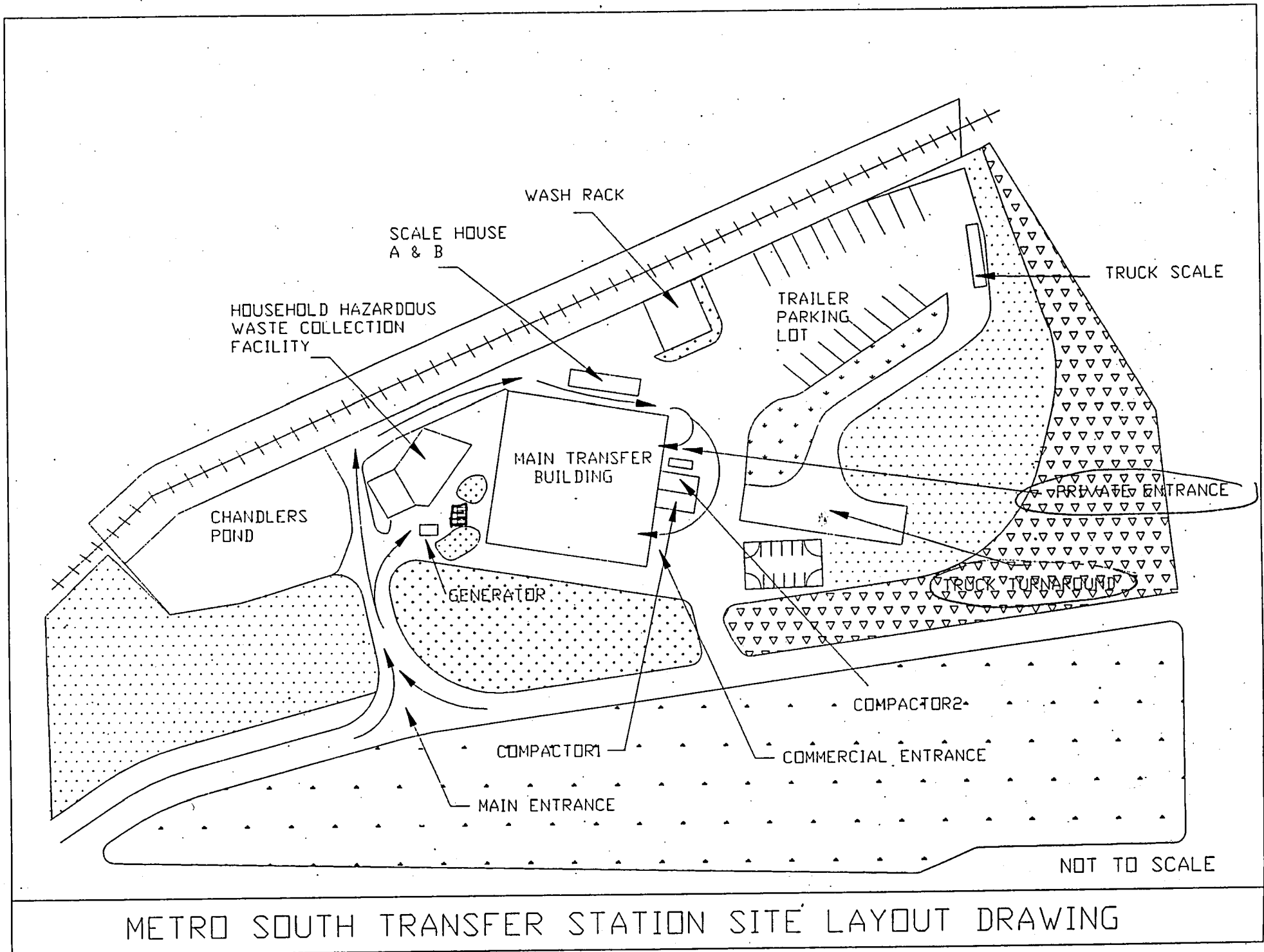
TRANSFER STATION SITE DRAWINGS



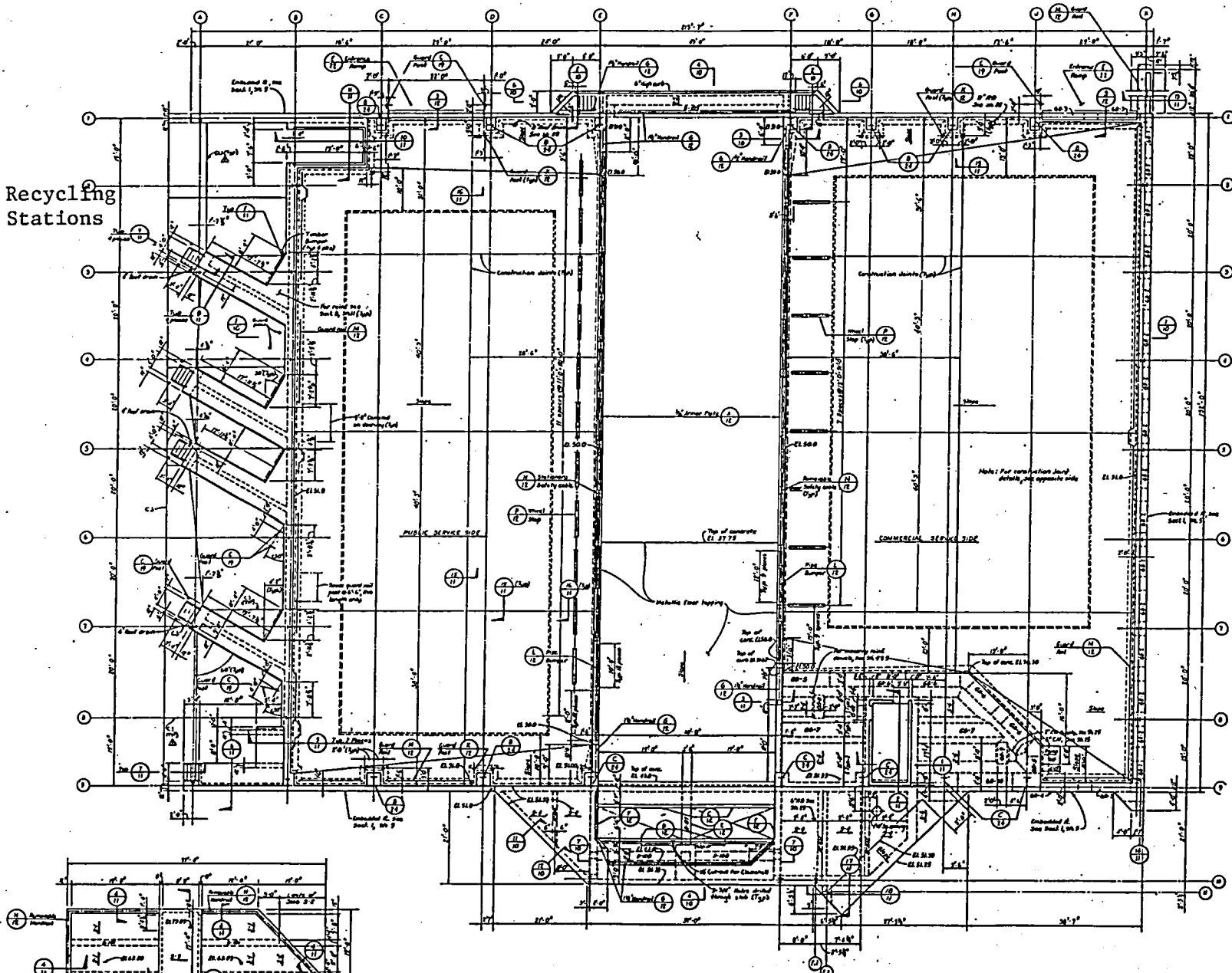
METRO CENTRAL TRANSFER STATION SITE DRAWING

NOT TO SCALE

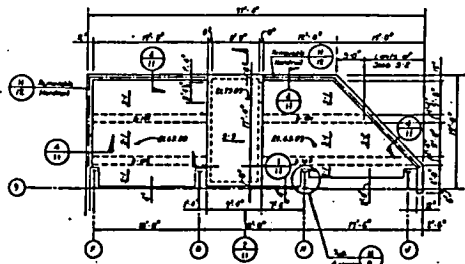




Recycling
Stations



Notes: For construction joint details, see opposite side.



Metro South
OPERATING FLOOR PLAN
Scale: 1/4" = 1'-0"

MEZZANINE FLOOR PLAN
Scale: 1/4" = 1'-0"

METROPOLITAN SERVICE DISTRICT
PORTLAND, OREGON
CLACKAMAS TRANSFER AND RECYCLING CENTER
TRANSFER BUILDING
STRUCTURAL OPERATING FLOOR PLAN



DESIGNED BY: JAC
CHECKED BY: JAC
DRAWN BY: JAC
DATE: 10/1/82
PROJECT NO.: 9782

TONNAGE PROJECTIONS

NOTE: For source-separated yard debris, assume 5,000 tons per year at each facility.



METRO

DATE: April 5, 1996

TO: Chuck Geyer, Senior Solid Waste Planner

FROM: Douglas Anderson, Technical Services Supervisor *Dug*
Jeff Stone, Senior Management Analyst *JZ*

RE: Long-run projections of delivery and landfill tonnages to Metro South and Metro Central transfer stations.

You have requested a projection of Metro transfer station tonnages for the period October 1996 through September 2001. We have prepared these forecasts (attached), based on the assumptions below.

Forecast Assumptions

The Regional Forecast

Our projections begin with a regional forecast, which is based on our standard macroeconomic projection prepared August 1995. This forecast provides long-run projections of mixed waste deliveries to facilities that had an operational history at the time the forecast was prepared. (ERI was the only *new* materials recovery facility that was in operation last August.)

To account for expected changes in the system over the long run, the August forecast is modified in two ways:

1. To account for factors that affect *overall* deliveries of mixed solid waste, such as expanded source-separated recycling programs;
2. To accommodate changes in operations, such as an increase in FBF production at Metro Central; or the rise of new facilities (e.g., MRFs) that divert waste from existing facilities.

Type-1 Factors. In the attached forecasts, we account for waste-reducing programs only if they are on a known implementation track. For example, the effect of new commercial recycling requirements in Portland is incorporated. But other programs—chiefly RSWMP practices such as commercial organics and business waste prevention programs—are excluded. Accordingly, the attached forecasts show higher deliveries to Metro transfer stations than are published in RSWMP.

For example, RSWMP projects that deliveries of mixed waste to all transfer stations (including Forest Grove) will be approximately 680,000 tons in calendar year 2000*—if *all* RSWMP programs are in place and performing as expected. If you wish the attached forecasts to be consistent with RSWMP, simply reduce the projections to 87 percent of their indicated value. This lowers the time path to the RSWMP target of approximately 620,000—625,000 tons to Metro transfer stations in calendar year 2000.

Type-2 Factors. Assumptions on new facilities and changes in operational characteristics are provided in detail below.

Metro South (see Attachment 1 for numeric detail)

1. Diversion of deliveries to Metro South due to changes in existing facilities:
 - a. Beginning March 1996, 6,840 tons per year (TPY) of waste from Sandy Transfer Station will be diverted from Metro South to a Sanifill landfill.
 - b. Approximately 18,000 TPY will be diverted from Metro South to WRI (Willamette Resources Incorporated). This amount grows by 4 percent per year.
 - c. Beginning January 1997, 1,600 TPY will be diverted from Metro South to ERI as a consequence of Sanifill's acquisition of the McInnis hauling franchises.
2. Diversion of deliveries to Metro South due to new MRFs (steady-state tonnages):
 - a. Waste Management of Oregon (WMO): 3,465 TPY.
 - b. Oregon Recycling Systems (OrRS): 7,200 TPY.
 - c. KB Recycling: 18,000 TPY.
 - d. EZ Recycling: 10,800 TPY.
 - e. Far West Fibers-Hillsboro Landfill joint venture: 4,000 TPY.
3. Recovery of materials from mixed waste that is delivered to Metro South:

A recovery rate of 0.856 percent is assumed, based on the empirical rate during 1995.

* RSWMP page 9-8

Metro Central (see Attachment 2 for numeric detail)**1. Diversion of deliveries Metro Central due to changes in existing facilities:**

Beginning January 1997, 7,000 TPY will be diverted from Metro Central to ERI as a consequence of Sanifill's acquisition of the McInnis hauling franchises.

2. Diversion of deliveries Metro Central due to new MRFs (steady-state tonnages):

- a. Waste Management of Oregon (WMO): 4,620 TPY.
- b. Oregon Recycling Systems (OrRS): 10,800 TPY from other than Marine Dropbox, plus 7,175 TPY from Marine Dropbox.
- c. KB Recycling: no effect.
- d. EZ Recycling: 10,800 TPY.
- e. Far West Fibers-Hillsboro Landfill joint venture: 2,000 TPY.

3. Recovery of materials from mixed waste that is delivered to Metro Central.**a. Calculation assumptions:**

- i. Fiber-based fuel stock is first subtracted from total incoming mixed waste; material recovery is assumed to come from the balance.
- ii. The proportion of fiber-based fuel stock in mixed waste does not change over time. That is, new operations (such as MRFs) do not change the FBF content of mixed solid waste that is delivered to Metro Central.

b. Assumptions for the balance of FY 1995-96. (The FBF figures are based on annual production of 18,000 tons, seasonalized according to factors from 1995.)

- i. April 1996: 370 tons of FBF.
- ii. May 1996: 791 tons of FBF.
- iii. June 1996: 1,214 tons of FBF.
- iv. Material recovery of 7½ percent (by weight) from remaining mixed waste after subtracting the above amounts of FBF stock.

c. Assumptions for July 1996 and thereafter:

- i. 18,000 tons of FBF per year, seasonalized according to factors from 1995.
- ii. Material recovery of 7½ percent (by weight) from remaining mixed waste after subtracting the above amounts of FBF stock.

JS/DA:

Attachments

cc: Jim Goddard, Acting Waste Reduction & Planning Services Manager
Marie Nelson, RSWMP Program Supervisor
Paul Ehinger, Senior Engineer
Scott Klag, Senior Solid Waste Planner

DA:clk
S:\SHAREP&TS\SWIS\GEYE0405.MMO

Attachment 1

Metro South Transfer Station

Tonnage Forecast 1996—2001

Showing Details of Calculation

Forecast Prepared March 28, 1996

Note

Figures for January March 1996 are actual deliveries, excluding waste related to the flood of February 1996. Flood-related tonnages are provided in Attachment 3. Forecasts begin April 1996

METRO SOUTH TRANSFER STATION (Jan, Feb, Mar= actual, all else is per March 24, 1996 forecast)								
MONTH	Incoming Tonnage Refer To Page 29 Of Mar96 Forecast		Tons Recovered Based On Rate During 1995 Of... 0.8560%	ESTIMATED Net GP Tons To Be Transferred	OUTGOING TONNAGE			
					Transfer To Marion County	To Columbia Ridge		
						Tons	Loads	
Jan-96	30,047	30,047	247	29,800	29	30,651	1,051	
Feb-96	27,966	27,966	217	27,749	29	30,061	1,042	
Mar-96	31,407	31,407	269	31,138	767	30,371	1,039	
Apr-96	31,353	31,353	268	31,085	0	31,085	1,063	
May-96	31,328	31,328	268	31,060	0	31,060	1,062	
Jun-96	32,033	32,033	274	31,759	0	31,759	1,086	
Jul-96	32,547	32,547	279	32,268	0	32,268	1,103	
Aug-96	32,881	32,881	281	32,600	0	32,600	1,115	
Sep-96	31,974	31,974	274	31,700	0	31,700	1,084	
Oct-96	30,143	30,143	258	29,885	0	29,885	1,022	
Nov-96	29,702	29,702	254	29,448	243	29,205	999	
Dec-96	27,814	27,814	238	27,576	1,162	26,414	903	
CY TOTAL	369,196	369,196	3,127	366,069	2,230	367,059	12,569	
FY 95-96 TOTAL	377,274	377,274	3,163	374,111	1,498	378,010	13,029	

METRO SOUTH TRANSFER STATION									
MONTH	Incoming Tonnage Refer To Page 29 Of Mar96 Forecast		Tons Recovered Based On Rate During 1995 Of...	ESTIMATED Net GP Tons To Be Transferred	OUTGOING TONNAGE				
					Transfer To Marion County	To Columbia Ridge			
							Tons	Loads	
			0.8560%						
Jan-97	26,146	26,146	224	25,922	15	25,907	886		
Feb-97	24,143	24,143	207	23,936	15	23,921	818		
Mar-97	28,177	28,177	241	27,936	384	27,553	942		
Apr-97	30,195	30,195	258	29,937	0	29,937	1,024		
May-97	30,042	30,042	257	29,785	0	29,785	1,018		
Jun-97	30,557	30,557	262	30,295	0	30,295	1,036		
Jul-97	30,400	30,400	260	30,140	0	30,140	1,031		
Aug-97	30,761	30,761	263	30,498	0	30,498	1,043		
Sep-97	29,810	29,810	255	29,555	0	29,555	1,011		
Oct-97	28,115	28,115	241	27,874	0	27,874	953		
Nov-97	27,823	27,823	238	27,585	122	27,464	939		
Dec-97	26,262	26,262	225	26,037	581	25,456	870		
CY TOTAL	342,430	342,430	2,931	339,499	1,115	338,384	11,571		
FY 96-97TOTAL	354,320	354,320	3,033	351,287	1,818	349,469	11,950		

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of... 0.8560%	ESTIMATED Net GP Tons Transfer To To Be Marion County Transferred	ACTUAL OUTGOING TONNAGE			
					Transfer To Marion County	To Columbia Ridge		
		Tons				Loads		
Jan-98	25,086	25,086	215	24,871	7	24,864	850	
Feb-98	23,579	23,579	202	23,377	7	23,370	799	
Mar-98	26,918	26,918	230	26,688	192	26,496	906	
Apr-98	28,876	28,876	247	28,629	0	28,629	979	
May-98	28,641	28,641	245	28,396	0	28,396	971	
Jun-98	29,208	29,208	250	28,958	0	28,958	990	
Jul-98	29,690	29,690	254	29,436	0	29,436	1,007	
Aug-98	30,277	30,277	259	30,018	0	30,018	1,026	
Sep-98	29,581	29,581	253	29,328	0	29,328	1,003	
Oct-98	28,056	28,056	240	27,816	0	27,816	951	
Nov-98	28,009	28,009	240	27,769	61	27,708	947	
Dec-98	26,653	26,653	228	26,425	291	26,135	894	
CY TOTAL	334,574	334,574	2,863	331,711	558	331,154	11,324	
FY 97-98 TOTAL	335,480	335,480	2,871	332,609	909	331,700	11,342	

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of... 0.8560%	ESTIMATED Net GP Tons Transfer To To Be Marion County Transferred	ACTUAL OUTGOING TONNAGE			
					To Columbia Ridge		Tons	Loads
Jan-99	25,572	25,572	219	25,353	7	25,345	867	
Feb-99	24,077	24,077	206	23,871	7	23,864	816	
Mar-99	27,411	27,411	235	27,176	192	26,984	923	
Apr-99	29,392	29,392	252	29,140	0	29,140	996	
May-99	29,156	29,156	250	28,906	0	28,906	988	
Jun-99	29,731	29,731	254	29,477	0	29,477	1,008	
Jul-99	30,219	30,219	259	29,960	0	29,960	1,024	
Aug-99	30,814	30,814	264	30,550	0	30,550	1,045	
Sep-99	30,118	30,118	258	29,860	0	29,860	1,021	
Oct-99	28,600	28,600	245	28,355	0	28,355	970	
Nov-99	28,590	28,590	245	28,345	61	28,285	967	
Dec-99	27,265	27,265	233	27,032	291	26,741	914	
CY TOTAL	340,944	340,944	2,920	338,024	558	337,467	11,540	
FY 98-99 TOTAL	337,605	337,605	2,890	334,715	558	334,158	11,427	

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of... 0.8560%	ESTIMATED Net GP Tons Transfer To To Be Marion County Transferred	ACTUAL OUTGOING TONNAGE			
					To Columbia Ridge		Tons	Loads
Jan-2000	26,153	26,153	224	25,929	7	25,922	886	
Feb-2000	24,673	24,673	211	24,462	7	24,455	836	
Mar-2000	27,993	27,993	240	27,753	192	27,561	942	
Apr-2000	29,993	29,993	257	29,736	0	29,736	1,017	
May-2000	29,735	29,735	255	29,480	0	29,480	1,008	
Jun-2000	30,304	30,304	259	30,045	0	30,045	1,027	
Jul-2000	30,787	30,787	264	30,523	0	30,523	1,044	
Aug-2000	31,380	31,380	269	31,111	0	31,111	1,064	
Sep-2000	30,678	30,678	263	30,415	0	30,415	1,040	
Oct-2000	29,155	29,155	250	28,905	0	28,905	988	
Nov-2000	29,171	29,171	250	28,921	61	28,861	987	
Dec-2000	27,864	27,864	239	27,625	291	27,334	935	
CY TOTAL	347,886	347,886	2,981	344,905	558	344,348	11,775	
FY 99-2000TOTAL	344,456	344,456	2,950	341,506	558	340,949	11,659	

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of... 0.8560%	ESTIMATED Net GP Tons Transfer To To Be Marion County Transferred	ACTUAL OUTGOING TONNAGE			
					To Columbia Ridge		Tons	Loads
Jan-2001	26,735	26,735	229	26,506	7	26,498	906	
Feb-2001	25,269	25,269	216	25,053	7	25,045	856	
Mar-2001	28,575	28,575	245	28,330	192	28,139	962	
Apr-2001	30,593	30,593	262	30,331	0	30,331	1,037	
May-2001	30,314	30,314	259	30,055	0	30,055	1,028	
Jun-2001	30,877	30,877	264	30,613	0	30,613	1,047	
Jul-2001	31,356	31,356	268	31,088	0	31,088	1,063	
Aug-2001	31,947	31,947	273	31,674	0	31,674	1,083	
Sep-2001	31,238	31,238	267	30,971	0	30,971	1,059	
Oct-2001	29,709	29,709	254	29,455	0	29,455	1,007	
Nov-2001	29,753	29,753	255	29,498	61	29,437	1,007	
Dec-2001	28,463	28,463	244	28,219	291	27,928	955	
CY TOTAL	354,828	354,828	3,036	351,792	558	351,235	12,010	
FY2000-2001 TOTAL	351,398	351,398	3,010	348,388	558	347,831	11,894	

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of...	ESTIMATE Net GP Ton To B Transferred	ACTUAL OUTGOING TONNAGE			
					Transfer To Marion County	To Columbia Ridge		Loads
						Tons		
			0.8560%					
Jan-2000	26,153	26,153	224	25,929	123	25,806		882
Feb-2000	24,673	24,673	211	24,462	123	24,339		832
Mar-2000	27,993	27,993	240	27,753	192	27,561		942
Apr-2000	29,993	29,993	257	29,736	0	29,736		1,017
May-2000	29,735	29,735	255	29,480	0	29,480		1,008
Jun-2000	30,304	30,304	259	30,045	0	30,045		1,027
Jul-2000	30,787	30,787	264	30,523	0	30,523		1,044
Aug-2000	31,380	31,380	269	31,111	0	31,111		1,064
Sep-2000	30,678	30,678	263	30,415	0	30,415		1,040
Oct-2000	29,155	29,155	250	28,905	0	28,905		988
Nov-2000	29,171	29,171	250	28,921	61	28,861		987
Dec-2000	27,864	27,864	239	27,625	291	27,334		935
CY TOTAL	347,886	347,886	2,981	344,905	789	344,117		11,767
FY 99-2000TOTAL	344,456	344,456	2,950	341,506	789	340,718		11,651

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered Based On Rate During 1995 Of...	ESTIMATE Net GP Ton To B Transferred	ACTUAL OUTGOING TONNAGE			
					Transfer To Marion County	To Columbia Ridge		Loads
						Tons		
			0.8560%					
Jan-2001	28,735	28,735	229	28,506	123	28,383		902
Feb-2001	25,269	25,269	216	25,053	123	24,930		852
Mar-2001	28,575	28,575	245	28,330	192	28,139		962
Apr-2001	30,593	30,593	262	30,331	0	30,331		1,037
May-2001	30,314	30,314	259	30,055	0	30,055		1,028
Jun-2001	30,877	30,877	264	30,613	0	30,613		1,047
Jul-2001	31,356	31,356	268	31,088	0	31,088		1,063
Aug-2001	31,947	31,947	273	31,674	0	31,674		1,083
Sep-2001	31,238	31,238	267	30,971	0	30,971		1,059
Oct-2001	29,709	29,709	254	29,455	0	29,455		1,007
Nov-2001	29,753	29,753	255	29,498	61	29,437		1,007
Dec-2001	28,463	28,463	244	28,219	291	27,928		955
CY TOTAL	354,828	354,828	3,036	351,792	789	351,004		12,003
FY2000-2001 TOTAL	351,398	351,398	3,010	348,388	789	347,600		11,886

S:\Share\PT&T\SWIS\Feb96\Extrapol.WK3 as of August 9, 1996
 Extrapolation of 2000-2001 to yr 2002 of April 1, 1996 Spreadsheet
 S:\Share\PT&T\SWIS\Feb96\Latest.WK3
 (Note: This forecast was done prior to the one shown in the August 1996 SWIS Report)

METRO SOUTH TRANSFER STATION								
MONTH	Incoming Tonnage		Tons Recovered	ESTIMATE Net GP Ton To B Transferred	ACTUAL OUTGOING TONNAGE			
					Transfer To Marion County	To Columbia Ridge		Loads
						Tons		
Jan-2002	27,257	27,257	226	27,031	0	27,031		924
Feb-2002	25,763	25,763	214	25,549	0	25,549		874
Mar-2002	29,134	29,134	241	28,893	0	28,893		988
Apr-2002	31,192	31,192	259	30,933	0	30,933		1,058
May-2002	30,906	30,906	256	30,650	0	30,650		1,048
Jun-2002	31,481	31,481	261	31,220	0	31,220		1,068
Jul-2002	31,969	31,969	265	31,704	0	31,704		1,084
Aug-2002	32,572	32,572	270	32,302	0	32,302		1,105
Sep-2002	31,849	31,849	264	31,585	0	31,585		1,080
Oct-2002	30,290	30,290	251	30,039	0	30,039		1,027
Nov-2002	30,334	30,334	251	30,083	0	30,083		1,029
Dec-2002	29,019	29,019	241	28,778	0	28,778		984
CY TOTAL	361,765	361,765	2,999	358,766	0	358,766		12,268
FY TOTAL	358,198	358,198	3,018	355,180	351	354,829		12,133

Actual 1995 And 1996-2000 Forecast Of Tonnage Into METRO SOUTH

	1995 = Actual Data	A 3/28/96 Forecast Of Core Tons Before Adjustments For MRFs	B Sandy TS Effect	C (Ref. Page 19) WMO MRF Effect	D (Ref. Page 17) ORs MRF Effect	E (Ref. Page 17) KB MRF Effect	F (Ref. Page) EZ MRF Effect	G (Ref. Page) Far West MRF Effect	H (Ref. Page) ERI Buying McInnis Effect	I (Ref. Page) WRI MRF Effect	Sum Of A Through I Net Amount
Jan-95	29,846	29,846									29,846
Feb-95	27,386	27,386									27,386
Mar-95	31,520	31,520									31,520
Apr-95	28,918	28,918									28,918
May-95	33,603	33,603									33,603
Jun-95	32,819	32,819									32,819
Jul-95	32,783	32,783									32,783
Aug-95	34,557	34,557									34,557
Sep-95	32,306	32,306									32,306
Oct-95	33,001	33,001									33,001
Nov-95	31,324	31,324									31,324
Dec-95	29,168	29,168									29,168
Jan-96	(1,277)	28,478	0	0	0	0				(1,118)	27,359
Feb-96	(1,182)	26,354	0	0	0	0				(960)	25,394
Mar-96	(1,392)	31,036	(584)	0	0	0				(1,280)	29,172
Apr-96	(1,493)	33,276	(563)	0	0	0				(1,360)	31,353
May-96	(1,499)	33,407	(601)	0	(38)	0				(1,440)	31,328
Jun-96	(1,536)	34,244	(615)	0	(76)	0				(1,520)	32,033
Jul-96	(1,574)	35,100	(589)	0	(114)	(250)				(1,600)	32,547
Aug-96	(1,594)	35,530	(621)	0	(152)	(356)				(1,520)	32,881
Sep-96	(1,554)	34,652	(585)	0	(190)	(462)				(1,440)	31,974
Oct-96	(1,474)	32,868	(569)	0	(228)	(568)				(1,360)	30,143
Nov-96	(1,457)	32,485	(563)	0	(266)	(674)				(1,280)	29,702
Dec-96	(1,371)	30,571	(553)	0	(304)	(780)				(1,120)	27,814
Jan-97	(1,850)	29,205	(522)	(135)	(342)	(886)			(10)	(1,165)	26,146
Feb-97	(1,720)	27,156	(476)	(147)	(380)	(992)			(19)	(998)	24,143
Mar-97	(2,014)	31,796	(584)	(159)	(418)	(1,098)			(29)	(1,331)	28,177
Apr-97	(2,158)	34,042	(563)	(171)	(456)	(1,205)			(38)	(1,414)	30,195
May-97	(2,165)	34,175	(601)	(183)	(494)	(1,311)			(48)	(1,498)	30,042
Jun-97	(2,214)	34,953	(615)	(195)	(532)	(1,417)			(57)	(1,581)	30,557
Jul-97	(2,262)	35,708	(589)	(207)	(570)	(1,800)	(126)	(286)	(67)	(1,664)	30,400
Aug-97	(2,286)	36,085	(621)	(219)	(608)	(1,710)	(252)	(258)	(76)	(1,581)	30,761
Sep-97	(2,227)	35,167	(585)	(231)	(646)	(1,620)	(378)	(313)	(86)	(1,498)	29,810
Oct-97	(2,113)	33,365	(569)	(243)	(612)	(1,530)	(504)	(282)	(95)	(1,414)	28,115
Nov-97	(2,092)	33,027	(563)	(255)	(576)	(1,440)	(630)	(304)	(105)	(1,331)	27,823
Dec-97	(1,977)	31,221	(553)	(267)	(504)	(1,260)	(756)	(340)	(114)	(1,165)	26,262
Jan-98	(1,992)	30,064	(522)	(274)	(504)	(1,260)	(756)	(338)	(113)	(1,211)	25,086
Feb-98	(1,855)	28,000	(476)	(243)	(432)	(1,080)	(648)	(407)	(97)	(1,038)	23,579
Mar-98	(2,159)	32,591	(584)	(309)	(576)	(1,440)	(864)	(386)	(129)	(1,384)	26,918
Apr-98	(2,306)	34,808	(563)	(267)	(612)	(1,530)	(918)	(433)	(137)	(1,471)	28,876
May-98	(2,311)	34,887	(601)	(325)	(648)	(1,620)	(972)	(377)	(145)	(1,558)	28,641
Jun-98	(2,360)	35,632	(615)	(316)	(684)	(1,710)	(1,026)	(275)	(153)	(1,644)	29,208
Jul-98	(2,408)	36,353	(589)	(296)	(720)	(1,800)	(1,080)	(286)	(162)	(1,731)	29,690
Aug-98	(2,431)	36,691	(621)	(318)	(684)	(1,710)	(1,026)	(258)	(153)	(1,644)	30,277
Sep-98	(2,367)	35,725	(585)	(303)	(648)	(1,620)	(972)	(313)	(145)	(1,558)	29,581
Oct-98	(2,244)	33,871	(569)	(296)	(612)	(1,530)	(918)	(282)	(137)	(1,471)	28,056
Nov-98	(2,220)	33,513	(563)	(243)	(576)	(1,440)	(864)	(304)	(129)	(1,384)	28,009
Dec-98	(2,098)	31,664	(553)	(274)	(504)	(1,260)	(756)	(340)	(113)	(1,211)	26,653
Jan-99	(2,027)	30,601	(522)	(274)	(504)	(1,260)	(756)	(338)	(116)	(1,260)	25,572
Feb-99	(1,891)	28,542	(476)	(243)	(432)	(1,080)	(648)	(407)	(99)	(1,080)	24,077
Mar-99	(2,195)	33,143	(584)	(309)	(576)	(1,440)	(864)	(386)	(132)	(1,440)	27,411
Apr-99	(2,344)	35,386	(563)	(267)	(612)	(1,530)	(918)	(433)	(141)	(1,530)	29,392
May-99	(2,349)	35,467	(601)	(325)	(648)	(1,620)	(972)	(377)	(149)	(1,620)	29,156
Jun-99	(2,399)	36,224	(615)	(316)	(684)	(1,710)	(1,026)	(275)	(157)	(1,710)	29,731
Jul-99	(2,448)	36,954	(589)	(296)	(720)	(1,800)	(1,080)	(286)	(165)	(1,800)	30,219
Aug-99	(2,470)	37,298	(621)	(318)	(684)	(1,710)	(1,026)	(258)	(157)	(1,710)	30,814
Sep-99	(2,406)	36,328	(585)	(303)	(648)	(1,620)	(972)	(313)	(149)	(1,620)	30,118
Oct-99	(2,284)	34,477	(569)	(296)	(612)	(1,530)	(918)	(282)	(141)	(1,530)	28,600
Nov-99	(2,262)	34,153	(563)	(243)	(576)	(1,440)	(864)	(304)	(132)	(1,440)	28,590
Dec-99	(2,141)	32,327	(553)	(274)	(504)	(1,260)	(756)	(340)	(116)	(1,260)	27,265
Jan-2000	(2,071)	31,236	(522)	(274)	(504)	(1,260)	(756)	(338)	(118)	(1,310)	26,153
Feb-2000	(1,935)	29,184	(476)	(243)	(432)	(1,080)	(648)	(407)	(101)	(1,123)	24,673
Mar-2000	(2,241)	33,785	(584)	(309)	(576)	(1,440)	(864)	(386)	(135)	(1,497)	27,993
Apr-2000	(2,391)	36,051	(563)	(267)	(612)	(1,530)	(918)	(433)	(144)	(1,591)	29,993
May-2000	(2,395)	36,114	(601)	(325)	(648)	(1,620)	(972)	(377)	(152)	(1,685)	29,735
Jun-2000	(2,445)	36,869	(615)	(316)	(684)	(1,710)	(1,026)	(275)	(161)	(1,778)	30,304
Jul-2000	(2,493)	37,599	(589)	(296)	(720)	(1,800)	(1,080)	(286)	(169)	(1,872)	30,787
Aug-2000	(2,516)	37,936	(621)	(318)	(684)	(1,710)	(1,026)	(258)	(161)	(1,778)	31,380
Sep-2000	(2,451)	36,956	(585)	(303)	(648)	(1,620)	(972)	(313)	(152)	(1,685)	30,678
Oct-2000	(2,327)	35,097	(569)	(296)	(612)	(1,530)	(918)	(282)	(144)	(1,591)	29,155
Nov-2000	(2,307)	34,795	(563)	(243)	(576)	(1,440)	(864)	(304)	(135)	(1,497)	29,171
Dec-2000	(2,187)	32,979	(553)	(274)	(504)	(1,260)	(756)	(340)	(118)	(1,310)	27,864
Note: The Jan95 forecast did not extend beyond the year 2000. For the purposes of meeting Chuck Geyer's March 1996 request for year 2001 data, year 2001 has is assumed to be ((year 2000)+(change from 1999 to year 2000))											
Jan-2001	(2,116)	31,870	(522)	(274)	(504)	(1,260)	(756)	(338)	(121)	(1,361)	26,735
Feb-2001	(1,980)	29,825	(476)	(243)	(432)	(1,080)	(648)	(407)	(104)	(1,166)	25,269
Mar-2001	(2,286)	34,428	(584)	(309)	(576)	(1,440)	(864)	(386)	(138)	(1,555)	28,575
Apr-2001	(2,438)	36,716	(563)	(267)	(612)	(1,530)	(918)	(433)	(147)	(1,652)	30,593
May-2001	(2,441)	36,761	(601)	(325)	(648)	(1,620)	(972)	(377)	(156)	(1,749)	30,314
Jun-2001	(2,491)	37,514	(615)	(316)	(684)	(1,710)	(1,026)	(275)	(164)	(1,847)	30,877
Jul-2001	(2,539)	38,243	(589)	(296)	(720)	(1,800)	(1,080)	(286)	(173)	(1,944)	31,356
Aug-2001	(2,561)	38,575	(621)	(318)	(684)	(1,710)	(1,026)	(258)	(164)	(1,847)	31,947
Sep-2001	(2,495)	37,585	(585)	(303)	(648)	(1,620)	(972)	(313)	(156)	(1,749)	31,238
Oct-2001	(2,371)	35,716	(569)	(296)	(612)	(1,530)	(918)	(282)	(147)	(1,652)	29,709
Nov-2001	(2,353)	35,436	(563)	(243)	(576)	(1,440)	(864)	(304)	(138)	(1,555)	29,753
Dec-2001	(2,233)	33,631	(553)	(274)	(504)	(1,260)	(756)	(340)	(121)	(1,361)	28,463
Total 1995	377,231	377,231	0	0	0	0	0	0	0	0	377,231
Total 1996	(17,404)	388,000	(5,842)	0	(1,368)	(3,091)	0	0	0	(15,998)	361,701
Total 1997	(25,076)	395,900	(6,840)	(2,412)	(6,138)	(16,269)	(2,646)	(1,783)	(741)	(16,640)	342,430
Total 1998	(26,750)	403,800	(6,840)	(3,465)	(7,200)	(18,000)	(10,800)	(4,000)	(1,615)	(17,306)	334,574
Total 1999	(27,216)	410,900	(6,840)	(3,465)	(7,200)	(18,000)	(10,800)	(4,000)	(1,653)	(17,998)	340,944
Total 2000	(27,760)	418,600	(6,840)	(3,465)	(7,200)	(18,000)	(10,800)	(4,000)	(1,691)	(18,718)	347,886
Total 2001	(28,304)	426,300	(6,840)	(3,465)	(7,200)	(18,000)	(10,800)	(4,000)	(1,729)	(19,438)	354,828
FY 1995-96	184,760	379,934	(2,363)	0	(114)	0	0	0	0	(7,678)	369,779
FY 1996-97	(21,144)	392,532	(6,840)	(990)	(3,876)	(10,000)	0	0	(200)	(16,307)	354,320

Attachment 2

Metro Central Transfer Station

Tonnage Forecast 1996—2001

Showing Details of Calculation

Forecast Prepared March 28, 1996

Note

Figures for January March 1996 are actual deliveries, excluding waste related to the flood of February 1996. Flood-related tonnages are provided in Attachment 3. Forecasts begin April 1996

M E T R O C E N T R A L					
MONTH	Jan, Feb, Mar = Actual Data Thereafter = From March 24, 1996 Forecast	Incoming Direct Haul	Recovered	Residue To CRidge	
			See Note Below	Tons	Loads
Jan-96		30,759	1,636	30,651	1,051
Feb-96		29,974	1,884	28,951	990
Mar-96		30,559	1,985	28,573	982
Apr-96		32,068	2,748	29,320	1,008
May-96		32,455	3,166	29,290	1,007
Jun-96		32,720	3,577	29,143	1,002
Jul-96		33,158	3,920	29,238	1,005
Aug-96		33,388	4,015	29,373	1,010
Sep-96		33,055	3,904	29,151	1,002
Oct-96		32,546	3,825	28,721	987
Nov-96		31,968	3,768	28,201	969
Dec-96		30,087	3,601	26,486	911
CY TOTAL		382,738	38,030	347,096	11,925
FY 1995-96		376,004	30,875	345,893	11,806

Recovery Rate Assumptions: Feb and Mar recovered 7.5% of incoming non-FBF processed material, plus 300 of FBF
Apr recovered 7.5% of non-FBF processed material plus 370 FBF (370 = 25% of seasonalized 18,000 FBF)
May recovered 7.5% of non-FBF processed material plus 791 FBF (791 = 50% of seasonalized 18,000 FBF)
Jun recovered 7.5% of non-FBF processed material plus 1,214 FBF (1,214 = 75% of seasonalized 18,000 FBF)
July and thereafter recovered 7.5% of non-FBF processed material plus seasonalized 18,000 FBF.

M E T R O C E N T R A L					
MONTH	Jan96 = Actual Data Thereafter = From March 24, 1996 Forecast	Incoming Direct Haul	Recovered	Residue To CRidge	
		Refer To Page 31	See Note Below	Tons	Loads
Jan-97		29,279	3,466	25,813	887
Feb-97		26,906	3,177	23,729	816
Mar-97		31,066	3,751	27,315	939
Apr-97		31,538	3,736	27,802	956
May-97		31,859	3,852	28,007	963
Jun-97		31,982	3,896	28,087	966
Jul-97		31,975	3,832	28,143	968
Aug-97		31,965	3,908	28,056	965
Sep-97		31,377	3,778	27,599	949
Oct-97		30,795	3,694	27,101	932
Nov-97		30,163	3,632	26,530	912
Dec-97		28,342	3,471	24,872	855
CY TOTAL		367,248	44,194	323,055	11,106
FY 1996-97		376,833	44,912	331,920	11,411

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
MONTH	Jan96 = Actual Data Thereafter = From March 24, 1996 Forecast	Incoming Direct Haul	Recovered	Residue To CRidge	
		Refer To Page 31	See Note Below	Tons	Loads
Jan-98		28,096	3,377	24,719	850
Feb-98		26,114	3,118	22,996	791
Mar-98		29,668	3,646	26,022	895
Apr-98		30,076	3,626	26,449	909
May-98		30,273	3,733	26,540	912
Jun-98		30,387	3,776	26,611	915
Jul-98		30,603	3,729	26,874	924
Aug-98		30,906	3,829	27,077	931
Sep-98		30,685	3,727	26,959	927
Oct-98		30,356	3,661	26,695	918
Nov-98		30,044	3,623	26,420	908
Dec-98		28,506	3,483	25,023	860
CY TOTAL		355,715	43,329	312,386	10,739
FY 1997-98		359,232	43,592	315,639	10,851

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
Jan96 =Actual Data Thereafter = From March 24, 1996 Forecast MONTH	Incoming Direct Haul	Recovered	Residue To CRidge		
	Refer To Page 31	See Note Below			
			Tons	Loads	
Jan-99	28,439	3,403	25,036	861	
Feb-99	26,543	3,150	23,393	804	
Mar-99	29,985	3,670	26,315	905	
Apr-99	30,375	3,649	26,726	919	
May-99	30,565	3,755	26,809	922	
Jun-99	30,667	3,797	26,870	924	
Jul-99	30,871	3,749	27,122	932	
Aug-99	31,224	3,853	27,371	941	
Sep-99	31,061	3,755	27,306	939	
Oct-99	30,808	3,695	27,113	932	
Nov-99	30,576	3,663	26,913	925	
Dec-99	29,144	3,531	25,613	881	

CY TOTAL 360,258 43,669 316,589 10,884
FY 1998-99 357,675 43,476 314,199 10,802

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
Jan96 =Actual Data Thereafter = From March 24, 1996 Forecast MONTH	Incoming Direct Haul	Recovered	Residue To CRidge		
	Refer To Page 31	See Note Below			
			Tons	Loads	
Jan-2000	29,045	3,448	25,597	880	
Feb-2000	27,156	3,196	23,960	824	
Mar-2000	30,583	3,715	26,868	924	
Apr-2000	30,962	3,693	27,269	937	
May-2000	31,139	3,798	27,341	940	
Jun-2000	31,229	3,839	27,389	942	
Jul-2000	31,423	3,790	27,633	950	
Aug-2000	31,771	3,894	27,877	958	
Sep-2000	31,608	3,796	27,812	956	
Oct-2000	31,373	3,737	27,635	950	
Nov-2000	31,162	3,707	27,455	944	
Dec-2000	29,745	3,576	26,169	900	

CY TOTAL 367,196 44,190 323,006 11,104
FY 1999-2000 363,798 43,935 319,863 10,996

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
Jan96 =Actual Data Thereafter = From March 24, 1996 Forecast MONTH	Incoming Direct Haul	Recovered	Residue To CRidge		
	Refer To Page 31	See Note Below			
			Tons	Loads	
Jan-2001	29,651	3,493	26,158	899	
Feb-2001	27,769	3,242	24,528	843	
Mar-2001	31,181	3,760	27,422	943	
Apr-2001	31,549	3,737	27,812	956	
May-2001	31,714	3,842	27,872	958	
Jun-2001	31,790	3,881	27,909	959	
Jul-2001	31,975	3,832	28,144	968	
Aug-2001	32,318	3,935	28,383	976	
Sep-2001	32,155	3,837	28,318	974	
Oct-2001	31,937	3,780	28,158	968	
Nov-2001	31,748	3,751	27,996	962	
Dec-2001	30,346	3,621	26,725	919	

CY TOTAL 374,134 44,710 329,424 11,325
FY 2000-2001 370,736 44,455 326,281 11,217

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
MONTH	Incoming Direct Haul		Recovered	Residue To CRidge	
				Tons	Loads
Jan-2000	29,045	3,448	25,597	880	
Feb-2000	27,156	3,196	23,960	824	
Mar-2000	30,583	3,715	26,868	924	
Apr-2000	30,962	3,693	27,269	937	
May-2000	31,139	3,798	27,341	940	
Jun-2000	31,229	3,839	27,389	942	
Jul-2000	31,423	3,790	27,633	950	
Aug-2000	31,771	3,894	27,877	958	
Sep-2000	31,608	3,796	27,812	956	
Oct-2000	31,373	3,737	27,635	950	
Nov-2000	31,162	3,707	27,455	944	
Dec-2000	29,745	3,576	26,169	900	

CY TOTAL 367,196 44,190 323,006 11,104
FY 1999-2000 363,798 43,935 319,863 10,996

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

M E T R O C E N T R A L					
MONTH	Incoming Direct Haul		Recovered	Residue To CRidge	
				Tons	Loads
Jan-2001	29,651	3,493	26,158	899	
Feb-2001	27,769	3,242	24,528	843	
Mar-2001	31,181	3,760	27,422	943	
Apr-2001	31,549	3,737	27,812	956	
May-2001	31,714	3,842	27,872	958	
Jun-2001	31,790	3,881	27,909	959	
Jul-2001	31,975	3,832	28,144	968	
Aug-2001	32,318	3,935	28,383	976	
Sep-2001	32,155	3,837	28,318	974	
Oct-2001	31,937	3,780	28,158	968	
Nov-2001	31,748	3,751	27,996	962	
Dec-2001	30,346	3,621	26,725	919	

CY TOTAL 374,134 44,710 329,424 11,325
FY 2000-2001 370,736 44,455 326,281 11,217

Assume recover 7.5% of non-FBF processed material plus seasonalized 18,000 tons of FBF.

S:\Share\PT&TS\SWIS\Feb96\Extrapol.WK3 as of August 9, 1996
Extrapolation of 2000-2001 to yr 2002 of April 1, 1996 Spreadsheet
S:\Share\PT&TS\SWIS\Feb96\Latest.WK3

(Note: This forecast was done prior to the one shown in the August 1996 SWIS Report)

Note: This forecast was done prior to the one shown in the attached for 2002-2003.

M E T R O C E N T R A L					
MON	Direct Ha	Recycle	Residue To CRidge		
	Tons I	Excludes Forest Grov			
	Exclude Transf				
	From Forest Grove		Ton.		Load
Jan-2002	30,201	3,609	26,591		914
Feb-2002	28,284	3,380	24,904		856
Mar-2002	31,759	3,795	27,964		961
Apr-2002	32,133	3,840	28,293		973
May-2002	32,301	3,860	28,441		978
Jun-2002	32,379	3,869	28,510		980
Jul-2002	32,568	3,892	28,676		986
Aug-2002	32,917	3,934	28,983		996
Sep-2002	32,751	3,914	28,837		991
Oct-2002	32,529	3,887	28,642		985
Nov-2002	32,336	3,864	28,472		979
Dec-2002	30,909	3,694	27,215		936

CY TOTAL 381,067 45,539 335,528 11,535
FY 2000-2002 384,489 45,940 338,549 11,639

Actual 1995 And Forecast Of 1996-2000 Direct Haul Tonnage Into METRO CENTRAL

	1995 - Actual Data	A 3/28/96 Forecast Of Core Tons Before Adjustments For MRFs	B (Ref. Page 19) WMO MRF Effect	C (Ref. Page 17) OrRS MRF Effect	D (Ref. Page) EZ MRF Effect	E (Ref. Page) ERI Buying McInnis Effect	F (Ref. Page) Far West @ Hillsboro Effect	Sum Of A Through F Net Amount
Jan-95	30,257	30,257						30,257
Feb-95	27,515	27,515						27,515
Mar-95	32,802	32,802						32,802
Apr-95	29,921	29,921						29,921
May-95	33,547	33,547						33,547
Jun-95	33,555	33,555						33,555
Jul-95	31,331	31,331						31,331
Aug-95	33,477	33,477						33,477
Sep-95	30,556	30,556						30,556
Oct-95	31,627	31,627						31,627
Nov-95	30,973	30,973						30,973
Dec-95	29,505	29,505						29,505
Jan-96	601	29,396	0	0	0		0	29,396
Feb-96	554	27,074	0	0	0		0	27,074
Mar-96	643	31,432	0	0	0		0	31,432
Apr-96	656	32,068	0	0	0		0	32,068
May-96	665	32,512	0	(57)	0		0	32,455
Jun-96	672	32,834	0	(114)	0		0	32,720
Jul-96	682	33,329	0	(171)	0		0	33,158
Aug-96	688	33,616	0	(228)	0		0	33,388
Sep-96	682	33,340	0	(285)	0		0	33,055
Oct-96	673	32,888	0	(342)	0		0	32,546
Nov-96	662	32,367	0	(399)	0		0	31,968
Dec-96	625	30,543	0	(456)	0		0	30,087
Jan-97	2	30,055	(180)	(556)	0	(41)	0	29,279
Feb-97	2	27,813	(196)	(630)	0	(81)	0	26,906
Mar-97	2	32,103	(212)	(704)	0	(122)	0	31,066
Apr-97	2	32,706	(228)	(778)	0	(162)	0	31,538
May-97	2	33,157	(244)	(852)	0	(203)	0	31,859
Jun-97	2	33,411	(260)	(926)	0	(243)	0	31,982
Jul-97	2	33,803	(276)	(1,000)	(126)	(284)	(143)	31,975
Aug-97	2	34,035	(292)	(1,074)	(252)	(324)	(129)	31,965
Sep-97	2	33,732	(308)	(1,148)	(378)	(365)	(157)	31,377
Oct-97	2	33,283	(324)	(1,114)	(504)	(405)	(141)	30,795
Nov-97	2	32,807	(340)	(1,077)	(630)	(446)	(152)	30,163
Dec-97	2	31,096	(356)	(986)	(756)	(486)	(170)	28,342
Jan-98	(151)	30,871	(365)	(1,003)	(756)	(482)	(169)	28,096
Feb-98	(140)	28,614	(324)	(912)	(648)	(413)	(203)	26,114
Mar-98	(161)	32,833	(413)	(1,145)	(864)	(551)	(193)	29,668
Apr-98	(163)	33,368	(357)	(1,216)	(918)	(585)	(217)	30,076
May-98	(165)	33,773	(433)	(1,287)	(972)	(620)	(188)	30,273
Jun-98	(166)	33,984	(421)	(1,358)	(1,026)	(654)	(138)	30,387
Jul-98	(168)	34,338	(395)	(1,429)	(1,080)	(689)	(143)	30,603
Aug-98	(169)	34,531	(424)	(1,392)	(1,026)	(654)	(129)	30,906
Sep-98	(167)	34,192	(404)	(1,355)	(972)	(620)	(157)	30,685
Oct-98	(165)	33,713	(395)	(1,318)	(918)	(585)	(141)	30,356
Nov-98	(163)	33,215	(324)	(1,281)	(864)	(551)	(152)	30,044
Dec-98	(154)	31,469	(365)	(1,190)	(756)	(482)	(170)	28,506
Jan-99	(150)	31,425	(365)	(1,202)	(756)	(493)	(169)	28,439
Feb-99	(139)	29,172	(324)	(1,031)	(648)	(423)	(203)	26,543
Mar-99	(159)	33,393	(413)	(1,374)	(864)	(564)	(193)	29,985
Apr-99	(162)	33,925	(357)	(1,460)	(918)	(599)	(217)	30,375
May-99	(164)	34,338	(433)	(1,546)	(972)	(634)	(188)	30,565
Jun-99	(165)	34,553	(421)	(1,632)	(1,026)	(669)	(138)	30,667
Jul-99	(167)	34,910	(395)	(1,718)	(1,080)	(705)	(143)	30,871
Aug-99	(168)	35,104	(424)	(1,632)	(1,026)	(669)	(129)	31,224
Sep-99	(166)	34,773	(404)	(1,546)	(972)	(634)	(157)	31,061
Oct-99	(164)	34,321	(395)	(1,460)	(918)	(599)	(141)	30,808
Nov-99	(162)	33,854	(324)	(1,374)	(864)	(564)	(152)	30,576
Dec-99	(153)	32,131	(365)	(1,202)	(756)	(493)	(170)	29,144
Jan-2000	(191)	32,042	(365)	(1,202)	(756)	(505)	(169)	29,045
Feb-2000	(177)	29,795	(324)	(1,031)	(648)	(433)	(203)	27,156
Mar-2000	(202)	34,004	(413)	(1,374)	(864)	(577)	(193)	30,583
Apr-2000	(205)	34,526	(357)	(1,460)	(918)	(613)	(217)	30,962
May-2000	(208)	34,927	(433)	(1,546)	(972)	(649)	(188)	31,139
Jun-2000	(209)	35,130	(421)	(1,632)	(1,026)	(685)	(138)	31,229
Jul-2000	(211)	35,479	(395)	(1,718)	(1,080)	(721)	(143)	31,423
Aug-2000	(212)	35,667	(424)	(1,632)	(1,026)	(685)	(129)	31,771
Sep-2000	(210)	35,335	(404)	(1,546)	(972)	(649)	(157)	31,608
Oct-2000	(208)	34,899	(395)	(1,460)	(918)	(613)	(141)	31,373
Nov-2000	(205)	34,453	(324)	(1,374)	(864)	(577)	(152)	31,162
Dec-2000	(195)	32,743	(365)	(1,202)	(756)	(505)	(170)	29,745
Note: The Jan95 forecast did not extend beyond the year 2000. For the purposes of meeting Chuck Geyer's March 1996 request for year 2001 data, year 2001 has is assumed to be ((year 2000)+(change from 1999 to year 2000))								
Jan-2001	(231)	32,660	(365)	(1,202)	(756)	(516)	(169)	29,651
Feb-2001	(215)	30,418	(324)	(1,031)	(648)	(442)	(203)	27,769
Mar-2001	(245)	34,615	(413)	(1,374)	(864)	(590)	(193)	31,181
Apr-2001	(249)	35,126	(357)	(1,460)	(918)	(627)	(217)	31,549
May-2001	(252)	35,516	(433)	(1,546)	(972)	(663)	(188)	31,714
Jun-2001	(253)	35,707	(421)	(1,632)	(1,026)	(700)	(138)	31,790
Jul-2001	(256)	36,047	(395)	(1,718)	(1,080)	(737)	(143)	31,975
Aug-2001	(257)	36,229	(424)	(1,632)	(1,026)	(700)	(129)	32,318
Sep-2001	(254)	35,897	(404)	(1,546)	(972)	(663)	(157)	32,155
Oct-2001	(251)	35,478	(395)	(1,460)	(918)	(627)	(141)	31,937
Nov-2001	(248)	35,052	(324)	(1,374)	(864)	(590)	(152)	31,748
Dec-2001	(236)	33,356	(365)	(1,202)	(756)	(516)	(170)	30,346
Total 1995	375,066	375,066	0	0	0	0	0	375,066
Total 1996	7,804	381,400	0	(2,052)	0	0	0	379,348
Total 1997	23	388,000	(3,216)	(10,839)	(2,646)	(3,159)	(892)	367,248
Total 1998	(1,933)	394,900	(4,620)	(14,880)	(10,800)	(6,885)	(2,000)	355,715
Total 1999	(1,918)	401,900	(4,620)	(17,175)	(10,800)	(7,047)	(2,000)	360,258
Total 2000	(2,433)	409,000	(4,620)	(17,175)	(10,800)	(7,209)	(2,000)	367,196
Total 2001	(2,948)	416,100	(4,620)	(17,175)	(10,800)	(7,371)	(2,000)	374,134
FY 1995-96	191,260	372,785	0	(171)	0	0	0	372,614
FY 1996-97	4,023	385,327	(1,320)	(6,324)	0	(651)	0	376,833

Attachment 3
Solid Waste Deliveries
Related to the Flood of February 1996
Metro South and Metro Central Transfer Stations

Flood Material: NOT included in other tonnage reports.

MONTH	Metro South			Metro Central		
	Code 10 Cash Account	Code 11 Credit Accounts	Total	Code 10 Cash Account	Code 11 Credit Accounts	Total
Jan-96						
Feb-96	400.61	2,371.06	2,771.67	87.43	992.08	1,079.51
Mar-96	334.35	493.57	827.92	51.29	83.84	135.13
Apr-96						
May-96						
Jun-96						
Jul-96						
Aug-96						
Sep-96						
Oct-96						
Nov-96						
Dec-96						
Total	734.96	2,864.63	3,599.59	138.72	1,075.92	1,214.64



METRO

DATE: July 11, 1996

TO: Chuck Geyer, Senior SW Planner

FROM: Jeff Stone, Senior Management Analyst *JS*

RE: Summary of Loads and Tonnages Delivered During FY 1995-96 To Metro Transfer Stations

The attached spreadsheets are provided in response to your request for hourly and daily data at Metro Central and Metro South from 6 am to 6 pm.

JS:kn

Attachments

cc: Terry Petersen, Environmental Services Manager
Penny Erickson, Facilities Supervisor
Paul Ehinger, Senior Engineer
Jim Goddard, Acting Waste Reduction and Planning Services Manager
Jim Watkins, Engineering and Analysis Manager
Douglas Anderson, Technical Services Supervisor

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Tons And Loads Of Waste Delivered To Metro Central Transfer Station From 6 am to 6 pm During FY 1995-96

Page 1 of 2

Time	Payment Method	Statistic	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
6 am to 7 am	Credit	Average Tons	95.1	90.6	92.9	98.6	102.5	26.7	5.5	26,644.0
		Average Loads	18.1	18.4	18.0	17.9	19.3	5.3	1.1	5,108.0
		Tons/Load	5.3	4.9	5.2	5.5	5.3	5.0	5.1	5.2
	Cash	Average Tons	2.3	0.8	0.4	0.7	0.7	1.1	0.2	328.6
		Average Loads	1.1	1.0	0.9	0.9	0.9	1.1	0.6	337.0
		Tons/Load	2.1	0.8	0.5	0.8	0.8	1.0	0.3	1.0
	Credit + Cash	% of Total Tons	8.06%	8.00%	8.44%	9.00%	9.05%	7.78%	5.56%	8.41%
7 am to 8 am	Credit	Average Tons	117.2	116.2	110.3	92.5	103.7	43.3	3.7	30,563.9
		Average Loads	22.2	20.8	21.3	18.0	20.1	8.9	1.0	5,847.0
		Tons/Load	5.3	5.6	5.2	5.1	5.2	4.9	3.7	5.2
	Cash	Average Tons	0.9	0.9	1.1	1.0	2.1	0.9	0.4	380.8
		Average Loads	2.4	2.6	2.5	2.5	2.3	2.1	1.1	812.0
		Tons/Load	0.4	0.4	0.4	0.4	0.9	0.4	0.3	0.5
	Credit + Cash	% of Total Tons	9.78%	10.25%	10.07%	8.48%	9.26%	12.39%	4.04%	9.65%
8 am to 9 am	Credit	Average Tons	115.7	112.2	112.8	124.6	129.6	45.0	6.1	33,638.6
		Average Loads	22.3	21.5	20.9	22.9	23.9	8.9	1.2	6,332.0
		Tons/Load	5.2	5.2	5.4	5.4	5.4	5.1	5.3	5.3
	Cash	Average Tons	2.0	2.5	3.1	3.5	3.3	2.4	2.1	982.6
		Average Loads	4.8	4.8	4.5	5.0	4.2	6.0	5.0	1,786.0
		Tons/Load	0.4	0.5	0.7	0.7	0.8	0.4	0.4	0.6
	Credit + Cash	% of Total Tons	9.75%	10.04%	10.48%	11.61%	11.64%	13.27%	8.03%	10.80%
9 am to 10 am	Credit	Average Tons	111.8	117.0	108.4	110.6	123.8	41.4	7.1	32,285.5
		Average Loads	22.9	24.1	22.5	22.8	24.8	8.1	1.6	6,596.0
		Tons/Load	4.9	4.9	4.8	4.9	5.0	5.1	4.4	4.9
	Cash	Average Tons	3.8	5.2	4.8	4.2	3.6	4.7	2.5	1,505.8
		Average Loads	8.3	8.2	7.6	7.8	7.6	12.8	7.2	3,108.0
		Tons/Load	0.5	0.6	0.6	0.5	0.5	0.4	0.3	0.5
	Credit + Cash	% of Total Tons	9.57%	10.69%	10.24%	10.41%	11.16%	12.91%	9.43%	10.54%
10 am to 11 am	Credit	Average Tons	142.3	134.2	141.2	143.0	141.5	28.5	5.6	38,316.7
		Average Loads	28.2	26.9	29.4	29.3	30.3	5.4	1.2	7,843.0
		Tons/Load	5.0	5.0	4.8	4.9	4.7	5.3	4.7	4.9
	Cash	Average Tons	5.3	5.3	4.5	5.2	4.9	6.7	4.0	1,878.2
		Average Loads	11.6	10.7	9.6	10.1	11.1	18.5	11.9	4,365.0
		Tons/Load	0.5	0.5	0.5	0.5	0.4	0.4	0.3	0.4
	Credit + Cash	% of Total Tons	12.22%	12.21%	13.18%	13.44%	12.82%	9.87%	9.39%	12.53%
11 am to noon	Credit	Average Tons	170.0	151.0	146.1	148.0	144.4	27.5	4.8	41,202.4
		Average Loads	33.7	31.8	30.2	31.9	31.3	5.5	1.1	8,611.0
		Tons/Load	5.0	4.7	4.8	4.6	4.6	5.0	4.4	4.8
	Cash	Average Tons	8.6	7.2	7.9	6.6	6.8	8.4	5.8	2,670.6
		Average Loads	13.4	13.1	12.9	12.2	13.0	23.9	16.1	5,460.0
		Tons/Load	0.6	0.6	0.6	0.5	0.5	0.4	0.4	0.5
	Credit + Cash	% of Total Tons	14.79%	13.85%	13.92%	14.01%	13.24%	10.07%	10.39%	13.68%
noon to 1 pm	Credit	Average Tons	151.3	155.2	141.2	134.4	131.7	21.0	4.2	38,445.1
		Average Loads	29.8	31.6	29.0	27.9	28.2	4.5	1.1	7,912.0
		Tons/Load	5.1	4.9	4.9	4.8	4.7	4.7	3.8	4.9
	Cash	Average Tons	8.5	8.5	7.5	7.3	10.1	9.7	7.0	3,050.5
		Average Loads	14.9	13.7	13.2	12.0	14.2	27.5	19.9	6,025.0
		Tons/Load	0.6	0.6	0.6	0.6	0.7	0.4	0.4	0.5
	Credit + Cash	% of Total Tons	13.23%	14.33%	13.44%	12.84%	12.42%	8.58%	10.93%	12.94%
1 pm to 2 pm	Credit	Average Tons	111.4	96.3	95.4	95.7	88.8	16.1	4.5	26,438.9
		Average Loads	23.5	21.3	21.4	21.1	19.8	3.8	1.0	5,818.0
		Tons/Load	4.7	4.5	4.5	4.5	4.5	4.2	4.6	4.5
	Cash	Average Tons	5.3	6.4	5.5	5.8	6.0	9.9	7.4	2,417.4
		Average Loads	11.7	13.9	12.3	11.8	13.4	27.6	21.3	5,855.0
		Tons/Load	0.5	0.5	0.4	0.5	0.4	0.4	0.3	0.4
	Credit + Cash	% of Total Tons	9.66%	8.99%	9.13%	9.20%	8.31%	7.26%	11.64%	9.00%

Tons And Loads Of Waste Delivered To Metro Central Transfer Station From 6 am to 6 pm During FY 1995-96

Page 2 of 2

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Tons And Loads Of Waste Delivered To Metro South Transfer Station From 6 am to 6 pm During FY 1995-96

Page 1 of 2

Time	Payment Method	Statistic	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total	
6 am to 7 am	Credit	Average Tons	51.3	61.6	51.3	42.1	69.3	14.5	1.1	15,152.4	
		Average Loads	11.1	12.6	11.4	9.6	15.9	3.4	0.3	3,351.0	
		Tons/Load	4.6	4.9	4.5	4.4	4.4	4.2	3.7	4.5	
	Cash	Average Tons	1.3	1.4	1.2	1.5	1.5	1.3	1.3	495.0	
		Average Loads	3.3	3.2	2.7	2.8	3.1	3.0	2.6	1,085.0	
		Tons/Load	0.4	0.5	0.4	0.5	0.5	0.4	0.5	0.5	
	Credit + Cash	% of Total Tons	3.64%	4.77%	4.19%	3.58%	5.32%	4.52%	1.35%	4.24%	
	7 am to 8 am	Credit	Average Tons	98.4	79.9	79.8	68.5	94.9	26.1	3.9	23,508.4
			Average Loads	21.5	20.5	19.8	18.7	22.7	5.2	1.0	5,696.0
Tons/Load			4.6	3.9	4.0	3.7	4.2	5.0	4.0	4.1	
Cash		Average Tons	2.2	2.7	2.6	2.6	2.6	3.8	3.0	1,019.9	
		Average Loads	6.4	6.3	5.8	5.6	5.6	9.4	7.7	2,443.0	
		Tons/Load	0.3	0.4	0.4	0.5	0.5	0.4	0.4	0.4	
Credit + Cash		% of Total Tons	6.96%	6.25%	6.59%	5.84%	7.33%	8.58%	3.95%	6.65%	
8 am to 9 am		Credit	Average Tons	153.3	111.6	118.3	120.9	144.2	30.3	5.9	35,627.6
			Average Loads	32.1	25.7	27.8	28.3	31.3	6.7	1.4	7,972.0
	Tons/Load		4.8	4.3	4.3	4.3	4.6	4.5	4.3	4.5	
	Cash	Average Tons	4.6	5.3	5.2	4.8	5.1	7.1	5.6	1,978.1	
		Average Loads	12.3	12.1	11.4	11.2	13.1	19.3	15.9	4,975.0	
		Tons/Load	0.4	0.4	0.5	0.4	0.4	0.4	0.4	0.4	
	Credit + Cash	% of Total Tons	10.92%	8.85%	9.87%	10.33%	11.23%	10.72%	6.66%	10.19%	
	9 am to 10 am	Credit	Average Tons	170.3	159.8	143.2	155.2	171.7	30.7	5.4	43,521.9
			Average Loads	36.5	33.3	31.7	33.3	38.0	6.7	1.3	9,410.0
Tons/Load			4.7	4.8	4.5	4.7	4.5	4.6	4.2	4.6	
Cash		Average Tons	7.3	7.1	7.6	7.1	7.8	11.4	9.2	2,998.4	
		Average Loads	20.2	18.2	18.3	17.2	19.8	33.6	26.7	8,035.0	
		Tons/Load	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.4	
Credit + Cash		% of Total Tons	12.29%	12.64%	12.05%	13.34%	13.50%	12.05%	8.39%	12.61%	
10 am to 11 am		Credit	Average Tons	175.6	195.1	146.5	154.5	198.9	24.6	4.4	46,803.3
			Average Loads	36.8	42.0	33.6	34.1	43.4	5.2	1.3	10,212.0
	Tons/Load		4.8	4.6	4.4	4.5	4.6	4.7	3.4	4.6	
	Cash	Average Tons	9.7	9.5	9.7	8.8	9.8	15.4	12.2	3,921.7	
		Average Loads	26.8	23.6	24.8	22.2	25.6	46.1	36.8	10,753.0	
		Tons/Load	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.4	
	Credit + Cash	% of Total Tons	12.82%	15.49%	12.48%	13.42%	15.69%	11.44%	9.58%	13.75%	
	11 am to noon	Credit	Average Tons	258.4	200.1	190.6	184.4	203.6	15.8	3.9	54,973.4
			Average Loads	50.2	42.6	41.7	41.1	44.2	4.0	1.1	11,697.0
Tons/Load			5.1	4.7	4.6	4.5	4.6	3.9	3.7	4.7	
Cash		Average Tons	10.9	10.0	10.5	9.9	11.2	19.1	15.4	4,542.4	
		Average Loads	30.0	27.7	27.4	26.0	28.9	58.6	47.5	12,858.0	
		Tons/Load	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.4	
Credit + Cash		% of Total Tons	18.63%	15.90%	16.07%	15.96%	16.15%	10.02%	11.13%	16.13%	
noon to 1 pm		Credit	Average Tons	210.6	197.5	188.9	169.3	143.3	12.5	3.5	48,153.9
			Average Loads	40.4	38.9	38.7	35.4	30.2	3.5	1.3	9,797.0
	Tons/Load		5.2	5.1	4.9	4.8	4.7	3.6	2.8	4.9	
	Cash	Average Tons	11.5	10.5	10.9	10.0	11.7	20.8	17.3	4,835.5	
		Average Loads	30.4	28.5	27.4	27.7	30.3	62.6	53.2	13,586.0	
		Tons/Load	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.4	
	Credit + Cash	% of Total Tons	15.37%	15.74%	15.96%	14.74%	11.66%	9.54%	12.00%	14.36%	
	1 pm to 2 pm	Credit	Average Tons	111.4	117.0	127.6	118.1	103.2	10.1	2.7	30,689.2
			Average Loads	24.1	26.6	27.1	25.7	23.0	3.3	0.8	6,797.0
Tons/Load			4.6	4.4	4.7	4.6	4.5	3.0	3.4	4.5	
Cash		Average Tons	10.7	10.2	9.9	10.3	11.1	20.3	15.6	4,602.2	
		Average Loads	29.8	27.2	26.6	26.2	30.4	61.4	50.8	13,181.0	
		Tons/Load	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.3	
Credit + Cash		% of Total Tons	8.44%	9.63%	10.99%	10.55%	8.59%	8.70%	10.57%	9.57%	

Page 2 of 2

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METRO

DATE: July 12, 1996

TO: Chuck Geyer, Senior SW Planner

FROM: Jeff Stone, Senior Management Analyst *js*

RE: Summary of Yard Debris Loads and Tonnages Delivered During FY 1995-96 To Metro Transfer Stations

The spreadsheet on the other side of this memo is provided in response to your request for monthly tonnages and loads of yard debris delivered to Metro South and Metro Central during FY 1995-96.

JS:kn

Attachment

cc: Terry Petersen, Environmental Services Manager
Penny Erickson, Facilities Supervisor
Paul Ehinger, Senior Engineer
Jim Goddard, Acting Waste Reduction and Planning Services Manager
Jim Watkins, Engineering and Analysis Manager
Douglas Anderson, Technical Services Supervisor

Yard Debris (Material Code 15) Delivered To Metro Transfer Stations

Tons

Month	MC	MS	Total
Jul-96	134	35	169
Aug-96	104	32	136
Sep-96	60	27	88
Oct-96	79	29	108
Nov-96	53	19	72
Dec-96	67	29	96
Jan-97	57	26	83
Feb-97	45	12	58
Mar-97	117	52	169
Apr-97	103	39	142
May-97	126	56	182
Jun-97	160	88	248
Total	1,106	445	1,551

Loads

Month	MC	MS	Total
Jul-96	407	159	566
Aug-96	332	148	480
Sep-96	243	122	365
Oct-96	196	125	321
Nov-96	150	78	228
Dec-96	184	102	286
Jan-97	162	81	243
Feb-97	143	51	194
Mar-97	370	196	566
Apr-97	351	154	505
May-97	391	221	612
Jun-97	564	325	889
Total	3,493	1,762	5,255

Tons Per Load

Month	MC	MS	Total
Jul-96	0.33	0.22	0.30
Aug-96	0.31	0.22	0.28
Sep-96	0.25	0.22	0.24
Oct-96	0.40	0.23	0.34
Nov-96	0.35	0.25	0.32
Dec-96	0.37	0.28	0.34
Jan-97	0.35	0.32	0.34
Feb-97	0.32	0.24	0.30
Mar-97	0.32	0.27	0.30
Apr-97	0.29	0.26	0.28
May-97	0.32	0.25	0.30
Jun-97	0.28	0.27	0.28
Total	0.32	0.25	0.30

Source: Transaction data.

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Metro/AAA MITIGATION AGREEMENT

SETTLEMENT AGREEMENT

OREGON AAA (Automobile Club of Oregon), FRIENDS OF THE COLUMBIA GORGE, COLUMBIA RIVER HERITAGE ASSOCIATION, HOOD RIVER VALLEY RESIDENTS COMMITTEE, INC., GERALD BLAKE, JACK MILLS, et al., Petitioners, and METROPOLITAN SERVICE DISTRICT (Metro) and JACK GRAY TRANSPORT, INC., Respondents, in LUBA No. 89-035 mutually agree to settlement of that action as follows:

RECITALS:

1. Metro and Jack Gray Transport, Inc. have entered into a Waste Disposal Services Agreement to transport solid waste from the Portland metropolitan area to the landfill at Arlington, Oregon, by truck; and
2. All the parties desire to mitigate the impact of increased truck traffic through the Columbia River Gorge National Scenic Area; and
3. Administration of the Waste Transport Services Agreement by Metro's Executive Officer has been delegated to Robert B. Martin, Director of Solid Waste; and
4. Suggestions for mitigation measures have been received from local governments located in the Columbia River Gorge National Scenic Area, the Columbia River Gorge Commission, as well as petitioners; and
5. All parties seek resolution of the LUBA appeal based upon implementation of a comprehensive set of measures to mitigate waste disposal truck impact on the Columbia River Gorge National Scenic Area.

AGREEMENTS:

1. Metro and Jack Gray Transport, Inc. agree to add Mitigation of Truck Impact attached as Exhibit "A" and incorporated herein to the Operations Plan as Exhibit 12 of that Plan required by the Waste Disposal Services Contract between the parties upon dismissal of LUBA No. 89-035.

//////

Mitigation of Truck Impact

1. Staging areas shall be located in areas outside or excluded from the Columbia River Gorge NSA.
2. Jack Gray Transport, Inc. trucks shall stop at designated stopping points outside the Columbia River Gorge NSA, except in cases of emergency as indicated on page 7 of the driver's handbook portion of the Operating Plan. Use of rest areas, turnouts, scenic vista points and state parks shall be limited to cases of emergency.
3. Jack Gray Transport, Inc. trucks shall operate twenty-four (24) hours a day. However, to the extent feasible trucks shall not operate in the Columbia River Gorge NSA during the following times:
 - 4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August and September.
 - Daylight hours on Saturday in June, July, August and September.
 - All hours on Sunday in June, July, August and September.
4. Jack Gray Transport, Inc. shall comply with Gilliam County's Waste Reduction Program and Specification 21.0 of the Waste Transport Services Contract by backhauling recyclables from Arlington to available recyclable markets.
5. Per PUC and ODOT operation requirements, Jack Gray Transport, Inc. trucks shall include splash and spray suppressant devices behind each wheel and rain suppressant side flaps on all non-turning axles.
6. Jack Gray Transport, Inc. shall comply with Specification 10.2, paragraph 2, of the Waste Transport Services Contract by utilizing containers which will not leak or release solid waste on roads.
7. Jack Gray Transport, Inc. shall comply with Specification 10.2, paragraph 4, of the Waste Transport Services Contract by maintaining tractors and containers suitably painted to present an acceptable appearance in the opinion of Metro including reasonable promotion of waste reduction and recycling.

8. Monitoring of the Waste Transport Services Contract shall include monthly coordination meetings with a monthly report presented by Jack Gray Transport, Inc. to discuss operational problems, complaints and any extraordinary occurrences per Specification 4.0 of the Waste Transport Services Contract. Monthly reports shall include written explanation of operational changes more than five (5) days during the month causing trucks to stop at points inside the Columbia River Gorge NSA or to operate during the hours indicated in item 3, above.
9. The public review process which has solicited public comment on the draft Operating Plan shall continue to review ongoing operations with mutually agreed Gorge representatives in twice per year meetings. Interested parties who request notice shall be notified of the time and place of the twice per year public meetings. Metro shall prepare a report reviewing the past six (6) months of operations for distribution at the twice per year meetings which shall be available ten (10) days prior to the meeting.
10. Metro shall conduct an annual audit of Jack Gray Transport, Inc. dispatch logs to determine contractor compliance with regulatory requirements, contract specifications and mitigation of truck impact provisions. The audit shall include a determination of the reasons for operations outside these mitigation provisions as part of contract administration. This annual audit shall be reported to the Metro Council as part of contract administration.
11. All mitigation of truck impact provisions for Jack Gray Transport, Inc. shall be requirements for any subcontractor of Jack Gray Transport, Inc. to the extent required by the Waste Transport Services Agreement.
12. Proposed permanent amendments to these mitigation of truck impact provisions in Exhibit 12 of the Operating Plan may be approved by Metro's Executive Officer after thirty (30) days notice to interested parties who request such notice.

LS/gl

SOLID WASTE TRANSPORT INVOICE

100969

METRO

600 N.E. Grand
Portland, OR 97232-2736

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 Hours Min.	Date Month Day Year	Truck number	Trailer number	Computer operator	Seal number	Special waste?	Permit number
309	12:24	03-21-95		159	SRH	66341		

Remarks:

Gross Wt. lb S 1
32360 Tare Wt. lb M 0
Net weight tons
63080 Net Wt./lb 31.54 CS. 03

G: 53560 T: 41780
R: 1(053660) 2(011920) 3(029860)

At transfer station:
Verify: ☒ Load weight
☒ Seal intact
☒ Seal number

Signature—transfer station contractor

Signature—waste transport contractor

At a landfill:
Verify: ☒ Seal intact
☒ Seal number

Signature—transport unloader/driver

Signature—landfill contractor

Landfill name: Oxington

Time unloaded: _____

Time signed: _____

LOAD MANIFEST EXAMPLE

LOAD MANIFEST

DATE: _____
COMPACTOR #: _____ TRAILER #: _____
TRAILER SEAL #: _____

Initialling this form states that there was no apparent damage to the trailer before or after loading. Any damage should be noted below in the comments section.

TRUCK IN Time: _____ TRUCK OUT Time: _____
JGT: _____ JGT: _____
TI: _____ TI: _____

COMPACTOR WEIGHT 1st Bale _____ Time 1st Bale _____
Time: _____ Clearance Front: _____
Total: _____ Back: _____

Comments: _____

share/geye/stations/forest/forest/loadmani.frm

LOAD MANIFEST

DATE: _____
COMPACTOR #: _____ TRAILER #: _____
TRAILER SEAL #: _____

Initialling this form states that there was no apparent damage to the trailer before or after loading. Any damage should be noted below in the comments section.

TRUCK IN Time: _____ TRUCK OUT Time: _____
JGT: _____ JGT: _____
TI: _____ TI: _____

COMPACTOR WEIGHT 1st Bale _____ Time 1st Bale _____
Time: _____ Clearance Front: _____
Total: _____ Back: _____

Comments: _____

share/geye/stations/forest/forest/loadmani.frm

INSPECTION AND DAMAGE CLAIM FORM (ACCIDENT REPORT) EXAMPLE

ACCIDENT REPORT

Date of Accident: _____

Time of Accident: _____

Trailer Number: _____

Truck Number: _____

Transfer Station: _____

Compactor Number: _____

1. Where did the accident occur?

2. In your own words, describe what happened.

3. Describe any damage to facility, trailer, truck, or other property.

4. Where were you when the accident occurred?

5. Did you see the accident happen? _____

6. What action, if any, did you take to prevent the accident?

7. Did anyone else see the accident happen? If so, please list their name/names.

8. Did you contact a supervisor? If so, which supervisor(s) did you contact, and when?

9. What, if any, repairs did you make to the trailer or vehicle to make it roadworthy?

10. Please list any other pertinent information here:

Compactor Operator Signature

Transporter Signature

Date

share\geyelstations\forest\forest\accident.rpt

**EQUIPMENT, MATERIALS RECOVERY AND COST INFORMATION FROM
EXISTING CONTRACTORS**

Metro Central Station

Portland District

BFI - Utility Expenses

Metro Central Transfer Station
Year Ending 12/31/95

Month	Electric	Water / Sewer	Natural Gas	Total	Production Tonnage	Cost Per Ton
January	16,569	2,688	255	19,512	2,171	\$8.99
February	17,725	3,814	129	21,667	1,998	10.84
March	17,567	1,307	147	19,021	2,448	7.77
April	16,531	2,610	112	19,252	2,705	7.12
May	16,955	1,273	38	18,266	3,180	5.74
June	18,059	2,373	20	20,452	3,477	5.88
July	17,710	1,780	13	19,503	3,115	6.26
August	17,599	2,645	17	20,260	3,259	6.22
September	18,890	2,127	14	21,031	2,952	7.12
October	16,438	1,342	33	17,813	2,412	7.38
November	17,525	1,893	109	19,527	2,249	8.68
December	13,909	1,370	217	15,497	1,678	9.24
Total	205,478	25,220	1,103	231,801	31,644	\$7.33



BROWNING-FERRIS INDUSTRIES

Portland District

Recycled paper

BFI - Recycling Production Tonnage

Metro Central Transfer Station
Year Ending 12/31/95

Month	Hog Fuel	FBF Cubes	Cardboard	Paper	Metal	Other	Total
January	1,267	24	207	480	158	35	2,171
February	1,213	128	222	277	128	29	1,998
March	1,564	37	278	376	174	19	2,448
April	1,872	78	254	293	194	16	2,705
May	2,185	201	276	313	177	28	3,180
June	2,187	392	285	407	184	22	3,477
July	2,035	289	247	332	188	23	3,115
August	1,979	375	249	442	183	30	3,259
September	1,830	284	215	421	160	43	2,952
October	1,446	295	220	239	174	38	2,412
November	1,067	798	198	10	149	28	2,249
December	896	400	208	14	133	26	1,678
Total	19,542	3,302	2,861	3,601	2,003	336	31,644

Amounts stated are actual production numbers and will vary from "Recycling Revenue" tons due to timing of payments.

Portland District

BFI - Recycling Revenue

Metro Central Transfer Station
Year Ending 12/31/95

Recycled Material	Tons	Revenue	Revenue Per Ton	Metro Revenue Share
Aluminum	39	\$15,382	\$394	\$3,076
Batteries	32	1,560	48	312
Brass	1	1,059	1,174	212
Cardboard	2,857	452,790	158	90,558
Copper	1	1,984	1,932	397
FBF Cubes	3,608	48,910	14	1,563
Foam	150	19,949	133	3,990
Glass	7	299	40	60
Hog Fuel	19,312	289,942	15	0
Motors	5	545	104	109
Newspaper	153	19,563	128	3,913
Paper	3,520	337,655	96	67,531
Plastic	49	2,822	58	564
Radiators	1	909	1,110	182
Tin	1,914	104,084	54	20,817
Other	118	1,849	16	370
Total	31,767	\$1,299,301	\$41	\$193,653

*avoided
cost
payments*

AVOIDED COSTS & RECOVERED MATERIALS

Date	Fiber Based Avoided Costs	Recycling Avoided Costs	Fuel Purchase Adjustment	Fiber Based Recovered	Recycling Recovered	Fiber Based Tonnage	Hog Fuel Tonnage	Recycling Tonnage
Jul-95	\$10,418.52	\$103,964.14	\$3,776.64	(\$35.55)	(\$19,386.16)	305.260	2,145.970	803.630
Aug-95	\$10,183.71	\$74,075.11	\$2,788.74	(\$53.36)	(\$17,386.32)	298.380	1,324.810	815.238
Sep-95	\$12,812.40	\$117,974.83	\$4,320.70	(\$67.45)	(\$10,461.41)	375.400	2,713.600	585.678
Oct-95	\$9,648.21	\$97,075.97	\$3,523.58	(\$50.07)	(\$12,553.63)	282.690	1,726.380	963.380
Nov-95	\$10,780.30	\$67,611.23	\$2,598.05	(\$374.14)	(\$6,957.14)	315.860	1,429.700	480.650
Dec-95	\$25,639.72	\$65,733.94	\$3,079.89	(\$958.13)	(\$8,004.00)	755.220	1,281.970	561.210
Jan-96	\$9,888.32	\$42,785.48	\$1,812.64	(\$336.82)	(\$5,690.30)	289.980	884.530	343.017
Feb-96	\$5,122.84	\$54,509.75	\$2,035.35	(\$163.79)	(\$6,306.69)	150.230	1,150.800	384.290
Mar-96	\$946.96	\$59,685.56	\$2,057.68	(\$30.15)	(\$7,375.04)	27.770	1,243.220	420.532
Apr-96	\$0.00	\$63,838.75	\$2,141.67	\$0.00	(\$5,976.31)	0.000	1,416.320	413.772
May-96	\$0.00	\$65,102.65	\$2,184.07	\$0.00	(\$5,105.57)	0.000	1,521.750	328.433
Jun-96	\$12,036.49	\$59,544.46	\$2,434.34	\$0.00	\$0.00	349.390	1,470.590	334.450
Totals:	\$107,477.47	\$871,901.87	\$32,753.35	(\$2,069.46)	(\$105,202.57)	3,150.180	18,309.640	6,434.280

\$0.39 CREDIT ON EQUIPMENT PURCHASE

Date	CREDIT	TONNAGE	REMAINING	Date	CREDIT	TONNAGE	REMAINING
Jul-94	\$0.00	0.000		Jul-95	\$12,166.92	31,197.230	\$146,195.50
Aug-94	\$0.00	0.000		Aug-95	\$13,015.51	33,373.090	\$133,179.99
Sep-94	\$0.00	0.000	\$280,000.00	Sep-95	\$11,815.27	30,295.560	\$121,364.72
Oct-94	\$13,411.54	34,388.570	\$266,588.46	Oct-95	\$12,303.53	31,547.510	\$109,061.19
Nov-94	\$14,269.92	36,589.550	\$252,318.54	Nov-95	\$12,058.87	30,920.170	\$97,002.32
Dec-94	\$13,982.75	35,853.210	\$238,335.79	Dec-95	\$11,480.57	29,437.370	\$85,521.75
Jan-95	\$14,197.26	36,403.240	\$224,138.53	Jan-96	\$11,973.95	30,702.430	\$73,547.80
Feb-95	\$12,832.84	32,904.710	\$211,305.69	Feb-96	\$12,089.95	30,999.860	\$61,457.85
Mar-95	\$15,249.40	39,101.030	\$196,056.29	Mar-96	\$11,924.94	30,576.760	\$49,532.91
Apr-95	\$11,632.37	29,826.600	\$184,423.92	Apr-96	\$12,654.27	32,446.840	\$36,878.64
May-95	\$13,027.33	33,403.400	\$171,396.59	May-96	\$12,902.11	33,082.330	\$23,976.53
Jun-95	\$13,034.17	33,420.940	\$158,362.42	Jun-96	\$12,102.81	31,032.850	\$11,873.72
Totals:	\$121,637.58	311,891.250		Totals:	\$146,488.70	375,612.000	

DRY WASTE FROM MCS IN 1996

JULY

HILLSBORO			
	LOADS	TONS	AVG
1	5	124.13	24.83
2	7	193.99	27.71
3	7	183.88	26.27
4	4	109.78	27.45
5	5	134.64	26.93
6			
7			
8	6	146.47	24.41
9	7	176.68	25.24
10	7	193.10	27.59
11	6	154.34	25.72
12	9	231.38	25.71
13			
14			
15	12	290.55	24.21
16	9	238.23	26.47
17	5	128.85	25.77
18	8	219.07	27.38
19	6	162.25	27.04
20			
21			
22	9	239.39	26.60
23	9	240.50	26.72
24	8	214.68	26.84
25	9	246.15	27.35
26	7	191.10	27.30
27			
28			
29	9	237.00	26.33
30	10	258.42	25.84
31	10	261.32	26.13

TOTAL 174 4575.90 26.30

AUGUST

HILLSBORO			
	LOADS	TONS	AVG
1	8	208.18	26.02
2	8	207.73	25.97
3			
4			
5	10	268.57	26.86
6	9	260.98	29.00
7	6	179.57	29.93
8	8	242.42	30.30
9	8	233.96	29.25
10			
11			
12	8	222.07	27.76
13	9	253.18	28.13
14	9	239.25	26.58
15	9	220.86	24.54
16	9	236.82	26.31
17			
18			
19	8	229.94	28.74
20	6	158.40	26.40
21	7	185.74	26.53
22	9	238.58	26.51
23	9	234.31	26.03
24			
25			
26	11	296.30	26.94
27	7	186.69	26.67
28	11	292.64	26.60
29	6	172.91	28.82
30	8	218.50	27.31
31			

TOTAL 183 4987.60 27.25

Section 5

STAFFING, PERSONNEL DUTIES, AND WORK SCHEDULES

A. GENERAL

This section describes the Metro Central Station's personnel organization structure. Topics included are:

- Work Schedules
- Descriptions of personnel duties
- Training program
- Subcontractors

B. WORK SCHEDULES

Figure 5-1 shows the overall station personnel organization. The station operates on three daily work shifts: day shift, second shift and third shift (cleanup).

The day shift begins at 3:00 a.m. Work shifts directly associated with waste receiving, processing, maintenance, and cleanup overlap to correspond with waste deliveries. Similarly, administrative functions overlap the work shifts and are roughly oriented around standard 8-hour work day. Activities during the day shift focus on receipt and handling of waste. Waste deliveries slow, then stop, in the evening and night hours when activities focus on processing, maintenance, and cleanup. Table 5-1 lists staff positions for full operation mode with process lines operating and the station handling 1,250 tons per day (tpd). Those in bold-face type are considered supervisory personnel.

Table 5-1 Station Staff Positions

Position	Number of Personnel
General Manager	1
Operations Manager	1
Accounting Manager	1
Shift Supervisor	4
Environmental Health and Safety officer	1
HazMat Tech	1
Spotters	7
Laborers	3
Line Pickers	10-12
Floor Pickers	11-23
Landscaper	1
Day Janitor	1
Security	1
Equipment Operators	16
Maintenance Supervisor	1
Mechanics	6
Mechanics Assistant	2
Clerical	3

The station is under the control of supervisory personnel with full authority to make operating decisions during all work. Key maintenance and operating personnel are onsite at these times and are on call during hours when the station is closed. Arrangements have been made to replace key management, operation, and maintenance personnel at the station when these individuals are sick or on vacation. Therefore, the station provides uninterrupted, efficient service at all times. Minimum staffing is maintained at the station during delivery and processing hours as follows:

A.1 FINAL PROCESS EQUIPMENT LIST

The MM also includes this information. The general process equipment list is included as Table 4-1.

A.2 ROLLING STOCK

Rolling stock is equipment owned and supplied by BFI.

- 4 Komatsu front-end loaders
- 5 Forklifts
- 1 Manlift
- 4 Skid Loaders
- 1 John Deere sweeper
- 1 1- yard bin
- 4 2- yard bins
- * 21 3- yard bins
- * 26 4- yard bins
- * 8 6- yard bins
- * 10 20- yard bins
- * 6 30- yard bins
- * 17 Rubbermaid 4 and 3 wheel carts
- * 2 40- yard storage baskets

A.3 MAINTENANCE RECORDS

Records of service, maintenance, and repair must be maintained in order to develop historical data (vital for planning purposes) and to provide proper documentation for warranty purposes. Consult Section 8 of this plan for information on maintenance record keeping.

A.4 EQUIPMENT MAINTENANCE

Major equipment on the site includes truck scales, densifiers, waste processing equipment, environmental controls, and miscellaneous electrical equipment. Inspection and/or maintenance information for this equipment and for the station grounds is provided in the following subsection. Specific maintenance requirements for this equipment are included in the MM.

Table 4-1
General Equipment List

MUNICIPAL SOLID WASTE NO. 1 (MSW 1)

<u>ID No.</u>	<u>DESCRIPTION/SOURCE</u>	<u>MANUFACTURED ONSITE</u>
400	Grapple	
401	Pit Conveyor/Duraquip	
402	Disc Screen/Duraquip	
403		60" x 14' - 6" Transfer Conveyor
404		60" x 27' - 0" Transfer Conveyor
405		60" x 32' - 9" Transfer Conveyor
406		60" x 12' - 0" Transfer Conveyor
407	Picking Conveyor	48" x 36' - 6" Transfer Conveyor
408		48" x 10' - 0" Transfer Conveyor
409	Rotary Air Separator Infeed/Duraquip	
410	Rotary Air Separator/Duraquip	
411	Rotary Air Separator Fan/Duraquip	
412	Cyclone/Duraquip	
413		48" x 22' - 6" Transfer Conveyor
414		60" x 34' - 9" Transfer Conveyor
415		48" x 10' - 3" Transfer Conveyor
416		Magnetic Conveyor
417		48" x 7' - 9" Transfer Conveyor
418		48" x 37' - 3" Transfer Conveyor
419	Disc Screen/Duraquip	
420	Rotary Air Separator Infeed/Duraquip	
421	Rotary Air Separator/Duraquip	
422	Rotary Air Separator Fan/Duraquip	
423	Cyclone/Duraquip	
424		48" x 22' - 6" Transfer Conveyor
425		48" x 16' - 0" Transfer Conveyor
426	Air Knife/Duraquip	
427		24" x 21' - 6" Transfer Conveyor
428		24" x 21' - 6" Transfer Conveyor

MUNICIPAL SOLID WASTE NO. 1 (MSW 1)

<u>ID No.</u>	<u>DESCRIPTION/SOURCE</u>
---------------	---------------------------

429	
430	
430a	
431	
431a	

DENSIFIER NO. 1

101	Densifier Pit Conveyor/Duraquip
102	
90,002	Densifier/Shredding Systems, Inc.

MANUFACTURED ONSITE

24" x 38' - 0"	Transfer Conveyor
36" x 50' - 0"	Transfer Conveyor
36" x 80' - 0"	Transfer Conveyor
48" x 50' - 0"	Transfer Conveyor
48" x 59' - 0"	Transfer Conveyor

72" x 22' - 0"	Transfer Conveyor
----------------	-------------------

FOOD AND DEMOLITION LINE (WL)

<u>ID No.</u>	<u>DESCRIPTION/SOURCE</u>	<u>MANUFACTURED ONSITE</u>
800	Grapple	
801	Pit Conveyor/Duraquip	
803	Shredder(slow-speed shredder)/Shredding Systems, Inc.	
804		48" x 21' - 0" Transfer Conveyor
805	Rotary Air Separator Infeed/Duraquip	
806	Rotary Air Separator/Duraquip	
807	Rotary Air Separator Fan/Duraquip	
808	Cyclone/Duraquip	
809		48" x 16' - 6" Transfer Conveyor
810		48" x 47' - 9" Transfer Conveyor
811		48" x 29' - 0" Transfer Conveyor
812		48" x 5' - 0" Transfer Conveyor
813		48" x 20' - 0" Transfer Conveyor
814		48" x 34' - 0" Transfer Conveyor
815	Hammermill/Duraquip	
816		60" x 15' - 6" Transfer Conveyor
817		Magnetic Conveyor
818		36" x 35' - 0" Transfer Conveyor
819	Multi-Flow Incline Conveyor/Duraquip	
820	Multi-Flow Trailer Loading/Duraquip	
821	Wash Tank/Austin Mac	
822		36" x 7' - 6" Transfer Conveyor
823		48" x 16' - 0" Transfer Conveyor
821a	Wash Tank Auger/Austin Mac	
821b	Wash Tank Filtering System/Austin Mac	

		1st Qtr Fiscal 95	2nd Qtr Fiscal 95	3rd Qtr Fiscal 95	4th Qtr Fiscal 95	TOTAL Fiscal 95
AMFAB	LABOR	\$4,009.39	\$4,924.08	\$4,281.90	\$8,813.09	\$22,028.46
	PARTS	\$2,304.82	\$3,938.77	\$4,710.28	\$40,418.95	\$51,372.81
SSI 1	LABOR	\$3,560.75	\$3,411.34	\$6,521.27	\$2,988.04	\$16,481.40
	PARTS	\$2,625.97	\$1,583.83	\$14,423.28	\$5,293.96	\$23,927.05
SSI 2	LABOR	\$2,488.85	\$2,568.30	\$6,268.83	\$3,682.32	\$15,008.29
	PARTS	\$2,410.06	\$4,971.51	\$7,080.72	\$2,591.10	\$17,053.38
WALER	LABOR	\$2,963.51	\$5,982.09	\$4,774.90	\$4,383.71	\$18,104.21
	PARTS	\$144.40	\$300.57	\$927.17	\$1,039.13	\$2,411.28
WIT 1	LABOR	\$5,288.69	\$7,858.72	\$1,665.82	\$3,690.29	\$18,503.52
	PARTS	\$14,516.15	\$10,830.48	\$29.25	\$112.49	\$25,488.38
WIT 2	LABOR	\$1,092.93	\$12,699.72	\$2,191.86	\$621.69	\$16,606.20
	PARTS	\$20.41	\$18,150.91	\$142.53	\$0.00	\$18,313.84
WIT 3	LABOR	\$5,469.34	\$2,749.82	\$2,191.85	\$5,364.06	\$15,775.07
	PARTS	\$2,971.72	\$676.77	\$340.74	\$112.57	\$4,101.80
WOO LINE	LABOR	\$22,800.79	\$30,307.24	\$16,785.55	\$16,169.70	\$86,063.28
	PARTS	\$5,483.18	\$3,576.21	\$3,915.65	\$2,873.09	\$15,848.13
WOO LINE	LABOR	\$45,693.40	\$106.04	\$239.11	\$4,796.73	\$50,835.28
	PARTS	\$2,334.45	\$109.40	\$0.00	\$0.00	\$2,443.85
WUBER	LABOR	\$12,837.50	\$16,124.74	\$3,652.54	\$3,496.69	\$36,111.47
	PARTS	\$1,785.93	\$39,724.38	\$102.58	\$589.41	\$42,202.30
WAG BREAKER	LABOR	\$6,433.97	\$980.93	\$207.23	\$1,610.02	\$9,232.15
	PARTS	\$39.50	\$264.83	\$0.00	\$455.03	\$759.36
WAPPLE	LABOR	\$5,441.43	\$621.69	\$1,857.11	\$379.61	\$8,299.84
	PARTS	\$742.30	\$220.56	\$11.21	\$63.01	\$1,037.07
WOODLINE	LABOR	\$7,244.10	\$8,292.30	\$6,803.27	\$16,432.27	\$38,771.94
	PARTS	\$2,464.65	\$4,678.70	\$3,400.61	\$100,625.45	\$111,169.42
WASHRACK	LABOR	\$2,773.86	\$5,371.37	\$3,639.31	\$1,187.61	\$12,972.15
	PARTS	\$454.68	\$28.70	\$168.05	\$1,194.93	\$1,846.36
WPLANT INSPECT.	LABOR	\$1,873.06	\$2,056.36	\$2,295.48	\$2,000.57	\$8,225.48
	PARTS	\$77.06	\$0.00	\$0.00	\$0.00	\$77.06
WPLANT REPAIRS	LABOR	\$18,256.25	\$4,241.68	\$6,514.88	\$10,955.50	\$39,968.31
	PARTS	\$1,797.14	\$1,037.58	\$818.69	\$584.55	\$4,237.96
WFFICE REPAIRS	LABOR	\$1,065.47	\$255.05	\$87.68	\$585.21	\$1,993.41
	PARTS	\$57.05	\$0.00	\$0.00	\$194.12	\$251.17
MONTH TOTALS		\$189,522.77	\$198,644.66	\$106,049.33	\$243,304.91	\$737,521.68
LABOR TOTAL		\$149,293.30	\$108,551.46	\$69,978.58	\$87,157.12	\$414,980.45
PARTS TOTAL		\$40,229.47	\$90,093.21	\$36,070.75	\$156,147.79	\$322,541.22

Items not included in above costs: Annual repairs of Rolling Stock,
Administrative costs, Insurance deductibles, Utilities (Electric,
Water, Gas).

		1st Qtr Fiscal 94	2nd Qtr Fiscal 94	3rd Qtr Fiscal 94	4th Qtr Fiscal 94	TOTAL Fiscal 94
MFAB	LABOR	11,080.00	3,485.71	2,227.14	4,310.08	\$21,102.92
	PARTS	7,573.65	3,079.40	1,361.93	5,524.17	\$17,539.14
SSI 1	LABOR	10,627.98	3,399.10	3,824.46	4,050.90	\$21,902.45
	PARTS	3,289.10	5,071.02	4,390.94	4,400.56	\$17,151.62
SSI 2	LABOR	1,690.18	3,584.11	2,767.55	3,550.12	\$11,591.95
	PARTS	1,863.34	2,569.86	8,414.39	9,840.16	\$22,687.75
BALER	LABOR	2,806.17	3,510.43	6,835.43	3,614.40	\$16,766.43
	PARTS		88.50	1,515.16	109.86	\$1,713.52
PIT 1	LABOR	1,245.77	3,483.14	7,727.02	4,313.78	\$16,769.72
	PARTS	28.12	40.92	6,910.00	500.48	\$7,479.52
PIT 2	LABOR	3,706.88	1,477.01	2,843.17	3,022.37	\$11,049.43
	PARTS	2,470.26	48.21	4,296.29	2,803.63	\$9,618.40
PIT 3	LABOR	2,063.25	5,390.39	4,453.58	7,604.21	\$19,511.43
	PARTS	37.84	964.17	492.60	17,748.41	\$19,243.02
400 LINE	LABOR	11,967.11	12,829.44	9,765.98	5,905.44	\$40,467.97
	PARTS	1,066.54	270.78	338.99	1,215.74	\$2,892.06
500 LINE	LABOR	20,021.32	2,416.95		8,135.28	\$30,573.54
	PARTS					
CUBER	LABOR	13,792.21	17,104.10	4,671.24	2,239.10	\$37,806.66
	PARTS		197.45	889.50		\$1,086.94
BAG BREAKER	LABOR		6,714.63	3,117.82	1,059.14	\$10,891.58
	PARTS			1,434.46	251.84	\$1,686.30
RAPPLE	LABOR		80.68			\$80.68
	PARTS					
WOODLINE	LABOR	14,913.16	3,408.48	6,616.54	10,374.48	\$35,312.66
	PARTS	9,210.24	1,180.08	7,888.86	14,231.71	\$32,510.89
MISC	LABOR	13,611.75	12,348.72	13,407.06	5,177.10	\$44,544.63
	PARTS	2,232.04	1,721.06	1,442.39	139.15	\$5,534.64
WASHRACK	LABOR				4,628.04	\$4,628.04
	PARTS				905.95	\$905.95
PLANT INSPECT.	LABOR				1,460.33	\$1,460.33
	PARTS					
PLANT REPAIRS	LABOR				24,870.23	\$24,870.23
	PARTS				1,564.84	\$1,564.84
OFFICE REPAIRS	LABOR				250.12	\$250.12
	PARTS				41.84	\$41.84
GENERATOR	LABOR				32.27	\$32.27
	PARTS				485.08	\$485.08
MONTH TOTALS		\$135,296.88	\$94,464.34	\$107,632.51	\$154,360.82	\$491,754.55
Total Labor		107,525.76	79,232.89	68,257.00	94,597.39	349,613.05
Total Parts		27,771.12	15,231.45	39,375.51	59,763.42	142,141.50

Items not included in above costs: Annual repairs of Rolling Stock, Administrative costs, Insurance deductibles, Utilities (Electric, Water, Gas).

**Metro Central Transfer Station
Extraordinary Equipment Repairs and Replacements List**

Equipment/Component	Estimated Cost To Rebuild	Estimated Cost To Replace
<u>Densifiers</u>		
Amfab		
Packing Cylinder	10,000	80,000
Electric Motor 150 hp	1,600	5,000 two units
Hydraulic Pump	1,000	5,000
Hydraulic Valve Body	2,500	20,000
Replace floor	n/a	45,000
Resurface concrete	20,000	50,000
SSI Unit #1		
Packing Cylinder	6,000	70,000
Ejection Cylinder	7,000	60,000 two units
Electric Motors, 150 hp	1,600	5,000 two units
Hydraulic Pump	900	3,500
Hydraulic Valve Body	2,500	15,000
Replace floor	n/a	45,000
Resurface concrete	20,000	50,000
SSI Unit #2		
Packing Cylinder	6,000	70,000
Ejection Cylinder	7,000	60,000 two units
Electric Motors 150 hp	1,600	5,000 two units
Hydraulic Pump	900	3,500
Hydraulic Valve Body	2,500	15,000
Replace floor	n/a	45,000
Densifier Total	91,100	652,000
<u>Support Equipment</u>		
Air Compressor	n/a	40,000
Back up Generator	60,000	85,000
Diesel Tank Failure	n/a	75,000 Replace &

Metro South Station

Waste Management of Oregon
Metro South Transfer Station
1995 Annual Utilities Report Summary
Exhibit "D"



A Waste Management Company

	P.G.E	WATER
JANUARY	\$4,823.06	\$1,131.29
FEBRUARY	\$4,816.11	\$3,118.69
MARCH	\$4,721.83	\$3,118.69
APRIL	\$4,513.88	\$1,558.80
MAY	\$3,948.55	\$1,080.33
JUNE	\$4,016.64	\$2,122.85
JULY	\$4,564.59	\$3,997.83
AUGUST	\$4,614.80	\$9,863.95
SEPTEMBER	\$4,118.29	\$6,440.75
OCTOBER	\$4,645.75	\$2,861.95
NOVEMBER	\$4,450.51	\$5,693.87
DECEMBER	\$4,871.23	\$1,391.53
TOTAL:	\$54,105.24	\$42,380.53

METRO SOUTH STAFFING LIST

DIVISION MANAGER	1
DIVISION CONTROLLER	1
ADMINISTRATIVE SUPPORT	2
CLERICAL	1
OPERATIONS MANAGER	1
HEALTH AND SAFETY MANAGER	1
ENVIRONMENTAL TECH MANAGER	1
PLANT FOREMAN	1
EQUIPMENT OPERATORS	4
LABORERS / SPOTTERS	7



Metro South Equipment List
Revised 4/15/96

Waste Management Owned

1 CAT 973 Track Loader w/ Blade modification.
Used for Solid Waste processing in refuse pit and for loading of compactors.

1 CAT 926 Loader w/ attachments
Used for Solid Waste processing - various uses for recycling processing - site maintenance - etc.

Attachments include:

- Telescoping boom
- Forklift attachment
- Sweeper (hydraulic)
- 2.5 Cu yard bucket

1 CASE 1835 Uniloaders w/ attachments
Used for recycling processing.

Attachments include:

- Versa bucket (grapple type)
- Standard Bucket

1 Marathon Stationary Cardboard Compactor

14 Roll-off Boxes
30-40 Yard Capacity

1 Air Compressor
15 HP 120 Gallon Capacity

1 Diesel Tank
1000 Gallon Capacity

1 Used oil Tank
1 500 Gallon Capacity



Metro South Equipment List
Revised 4/15/96
Page Two

Lincoln Arc Welder
Weldan Power 225-G7

Hydro Tek SC Series
Steamcleaner

Coll-Crimp-I
Model# T-400

Hydraulic Fabrication Unit

Metro Owned

1 AmFab Model 500 Refuse Compactor
1 Shredding Systems Model 400 Refuse Compactor

MAINTENANCE MANUALS

Operation and Maintenance Manuals Include:

- *Amfab Compactor
- *SSI Compactor
- *Fire Suppression System
- *Dust Suppression System
- *Roll-up Doors
- *Building Modifications
- *Halon Fire System
- *Roof HVAC
- *Roof Ventilation System

**METRO SOUTH TRANSFER STATION
PARTS / INVENTORY LIST**

AmFab Compactor

- 1 High Temperature / Oil Cooler Fan Switch
- 1 Chamber Knife Bolts
- 1 Lid Disconnect Arm Assembly
- 1 Hydraulic Motor
- 1 2" Retract Hose
- 1 Optical Encoder
- 1 Coupling
- 7 Trolley Cam Rollers
- 1 Set Wear Strips
- 50 Bolts w/lockwashers
- 4 Return Filter Elements
- 6 Air Filters
- 6 11" Elements
- 10 Indicator Light Bulbs
- 8 Limit Switch w/ Actuator
- 2 Radio Controllers
- 55gal Chevron AW-46

SSI COMPACTOR

- 1 Compaction Manifold Hydraulic Hose
- 2 Pump Hose
- 4 Limit Switches
- 1 Hydraulic High Pressure Cartridge
- 1 Hydraulic Pipe Clamp
- 1 90 Degree Hose Fitting for Compaction Hose
- 10ft Hose Track Segments
- 55gal Chevron AW-46

Due to location of vendors, we do not stock vital parts. Response time during unscheduled repairs is adequate in most cases.

**METRO SOUTH TRANSFER STATION
INVENTORY LIST
Page Two**

BUILDING / SITE MAINTENANCE

HVAC Filters
Brooms
Shovels
Washrack Hoses
Janitorial Supplies

LUBRICANTS (All Chevron Products)

400-10wt.
100-40wt
400-15/40wt
30wt
50wt
400-30wt
AW-46
AW-68
Ultra Duty II Grease
Tubs of Amelith Grease

**Waste Management of Oregon
Metro South Transfer Station**

**Maintenance/Facility Costs
1994-1995**

	<u>1994</u>	<u>1995</u>
Building Maintenance Costs:	\$84,263	\$69,785
Security Services	\$26,687	\$22,614
Landscaping	<u>\$34,356</u>	<u>\$34,356</u>
Total Facility Maintenance Costs:	\$145,306	\$126,755
Welding Supplies	\$929	\$1,455
Compactor Maintenance--Labor/benefits	\$18,511	\$18,946
Compactor Maintenance--3rd Party/Parts	\$92,801	\$69,001
Compactor structural repairs, Fall 1995, Metro/WM Oregon split undetermined:		<u>\$87,000</u>
Total Compactor Maintenance Costs:	\$112,241	\$176,402
Total Maintenance & Facility Costs Incurred:	<u>\$257,547</u>	<u>\$303,158</u>

Waste Management of Oregon
 Metro South Transfer Station
 1995 Recycling Statistic
 Exhibit "A"



A Waste Management Company

	Amount	Tons
Aluminum	\$7,918.93	31.02
Cardboard	\$21,396.15	191.41
Glass	\$2,336.58	80.74
Newspaper	\$10,740.95	125.92
Tin	\$39,006.01	1470.29
Iron	\$666.25	26.65
Copper	\$2,288.40	0.00
Appliance	\$2,661.00	0.00
Batteries	\$2,840.00	0.00
Bicycle	\$300.50	0.00
Engine parts	\$518.00	0.00
Misc. Metal	\$7,469.43	0.00
Lawnmowers	\$784.80	0.00
Motors	\$20.00	0.00
TOTAL:	\$98,947.00	1926.03

FIBER BASED FUEL LINE INFORMATION

Portland District

Purchase Price For Fiber Based Fuel Line

Purchase Price	1,560,000	
Third Cuber Not Installed	<u>(146,751)</u>	
Original Price		1,413,249

Plus Capital Modifications	<u>In Service</u>	
Metal Detector	07/95	5,083
400 Line Conveyor	07/95	3,691
Monitors	07/95	1,962
Picking Station	07/95	2,237
New Belt Installation (Woodline)	10/95	6,425
Wall Demolition	11/95	2,174
Air Separator	01/96	2,003
Heated Heads	04/96	<u>66,876</u>
Total Capital Modifications		<u>90,451</u>
Total Price Before Depreciation		1,503,700

Depreciation Schedule (Asset Life = 10 Years beginning 7/95)

If Purchased on	<u>10/01/96</u>	<u>05/01/96</u>
Original Installation	176,656	259,096
Metal Detector	635	932
Monitors	245	360
Picking Station	280	410
New Belt Installation (Woodline)	659	1,043
Wall Demolition	206	337
Air Separator	158	281
Heated Heads	<u>3,615</u>	<u>7,832</u>
	182,455	270,291
Price Before Depreciation (Above)	1,503,700	1,503,700
Depreciation (Above)	<u>(182,455)</u>	<u>(270,291)</u>
Total Purchase Price	1,321,246	1,233,409

ANNUAL FACILITY INSPECTION REPORTS

May 28, 1996



METRO

Mr. Dan Dudley
Waste Management of Oregon
Metro South Station
2001 Washington Street
Oregon City, OR 97045

Re: Metro South Annual Review and Inspection

Dear Dan:

Enclosed please find results from the recent inspection of your facility. It appears that you and your staff are doing a fine job and should be congratulated.

My thanks to you, Jodie Lilly, Chuck Birdsong and the others who provided excellent support to the inspection team.

Sincerely,

Jim Watkins

Enclosure: As stated

cc: Terry Peterson, Environmental Services Manager
Chuck Geyer, Senior Solid Waste Planner
Pete Hillmann, Construction Coordinator
Dawitt Solomon, Assistant Engineer
Barry Adamson, Contracts Compliance Officer
Angela Chappue, Associate Management Analyst

JW:glj
D:\ROB\ANNUI\NSP.LTR

DATE: May 15, 1996

TO: File

FROM: *PH* Pete Hillmann, Construction Coordinator

RE: Metro South Annual Inspection

1. An annual performance review is required by Section 22.0 of the Contract Specifications governing the agreement between Waste Management of Oregon and Metro. The review consists of a plant inspection and a review of records. The inspection of the plant, equipment and operations was conducted by Pete Hillman and Dawit Solomon of the REM, Engineering and Analysis staff. The records review was conducted by Angela Chappue and Barry Adamson of the REM, Budget and Finance staff. The findings of the performance review follow:
 2. Structural and Site Inspection
 - A. Transfer Station
 1. *Office area* - No problems noted. Area is clean, good condition with fresh paint.
 2. *Maintenance Room* - The fire suppression system is located here. Compressor and valves for the dry pipe sprinkler system are located here. The compressor for the fire system was installed in 1983 by Discount Fire and is considered unreliable. Grinnell Fire Protection System has assisted Waste Management in coupling a Manchester Air Compressor to the system. The Manchester is located in the same room and it belongs to Waste Management.
 3. *Tipping Floor* - Metro recently surveyed the floor to see if excessive wear or deterioration had taken place. Metro determined that it had not. Rebar appearing at the surface in a couple of places was a construction oversight and not a problem. This floor does not have the heavy wear experienced at Metro Central because most trucks dump directly into its pit.
 4. *Access Doors* - Both commercial and public access openings are equipped with rollup doors which are never closed. The commercial tipping floor would be better served by a wider access. Widening the opening might not be feasible because of the position of the major columns.

5. *Pit*
 - a. Floor - The pit floor requires re-surfacing with asphalt now. Contractor has it scheduled for the near future. In addition the 6" angle iron and metal plate adjacent to the walking floor requires repair and replacement. That is also scheduled.
 - b. Dozer Door - The dozer door is in good condition and operational. At the time of inspection, a limit switch had been damaged by the dozer and needed repair.
6. *Pit Access Ramp* - The ramp is very steep and the asphalt surface is worn and grooved. The CAT 973 Tract Loader is taken out of the pit every Saturday evening for maintenance. Contractor reports that progress of the dozer down that ramp is a very wild ride particularly if the tracks are not perfectly straight as it tips over the edge at the top. A "cattle guard" structure has been installed near the top of the ramp to help maintain control. Contractor recommends that two more "cattle guards" be installed on the slope and I agree with that. Asphalt re-surfacing is scheduled in the near future.
7. *Control Room* - No problems noted. Panels and switch boards appear to be in good condition. This room is protected by a Chemtron Halon Fire System.
8. *Storage and Compactor Operations Room* - No problems noted. Power unit for the walking floor is located here.
9. *Compactor Room* - Power units for the AMFAB and SSI are located here. Contractor reports that during the recent flood, the wall leaked at construction joint at floor and ceiling level. That is not the case now. The contractor reports that the ventilation system in the compactor room cannot keep pace with heat generated by the compactor power units in the summertime. The SSI compactor frequently shuts down due to overheating. A study should be made to find a cost effective way to correct this problem.
10. *Roof* - The Transfer Station Roof has no known leaks at this time. Much of the roof was replaced in 1993 and had some leaks until just recently when the cause was discovered and repaired.

The HVAC fans were also installed in 1993. They appear to be in good condition. (See Enclosure 1). Roof gutters and drains are functional and reasonably clean.

Access to the roof is by an 18' ladder which rises from a 12' platform. There is a possibility of a 40' fall from the top of the ladder. OSHA Regulation 29CFR 1926.1053 requires a cage when length of climb equals 24'. The climb does not equal 24' but the potential fall does. Recommend that a cage be fabricated and installed on this ladder.

The access hatch door is very heavy and difficult to open, particularly when standing on the top of the ladder. The compressed air cylinders appear very small compared to the size and weight of the door. The handle of the door is too close to the edge and is likely to cause abrasion or pinching injury to the hand. Recommend that this hatch be modified.

11. *Tunnel* - Metro has been using the tunnel to recycle latex paint. Metro and contractor personnel complain of inadequate ventilation of fumes from this area. Consideration should be given to increasing the efficiency of the roof fan which exhausts air from the tunnel.

There is a linear seep on the roof of the tunnel which parallels the outside edge of the front entrance to the office areas above. Consideration is being given to constructing a sealed apron to shed water away from that area.

B. Truck Wash

This structure was recently damaged by high winds. Additional cables have been installed. The building has been evaluated as temporarily safe. It will be repaired or replaced before next winter.

Some drivers are not cleaning up the trash after washing down their trucks. Contractor personnel clean the area up twice a day but in the interval, trash is getting down through the grates into the oil/water separator. In addition, drivers are washing the undercarriage of their rigs which adds oil to the sewer outflow.

There is a storm water catch basin just to the west of the entrance to the Truck Wash. Runoff from the truck wash needs to be diverted away from this catch basin.

The truck wash has been a source of the non-polar oil and grease entering the sewer system in excess of legal limits. The contractor feels that the problem is greatest during the dry months of July, August and September because less groundwater seeps in to the sewer lines when water tables are lower, thereby concentrating the sewage effluent.

Recommend the following actions be taken to reduce contamination from the truck wash and maximize the effectiveness of the oil/water separator.

1. Enforce driver cleanup policy;
2. Install wire mesh over the catch basin grates to reduce the amount of trash in the oil/water separator between cleanup and pumping each week.
3. Prohibit the cleaning of undercarriage and engine compartments during the months of June, July and August.

C. Scale Houses

1. Scale House A was built in 1983. The roof was half replaced about 2 years ago. The roof was resealed in April 1996. Older portions of the roof look like they will need attention soon. Contractor claims that the compressor on the HVAC system has been replaced three times and that the system may require an upgrade.
2. Scale House B is a newer structure by Modern Building Systems built in 1991. This structure is in good condition.

D. Trailer Parking Lot

No problems noted.

E. Employee Parking Lot

No problems noted.

F. Access Roads

No problems noted.

G. Bridge

There are seeps at the joints below the bridge deck. OBEC Engineering has recently looked at the bridge and a report is expected soon.

A vertical expansion joint in the retaining wall below the bridge shows deterioration of the expansion material. This joint should probably be sealed.

H. Pond

The pond area looks great, providing a natural setting for waterfowl and other birds. There were small oil slicks at each of the three storm drain outfalls.

I. Storm Drains

Most of the site drainage ends up in the pond, except for the Trailer Parking Lot which drains to the existing ditch to the north of the site, paralleling the railroad. A storm drain pump station constructed in 1991 collects runoff from the east side of the Transfer Station and pumps it to a drainage ditch along Washington Street where it flows by gravity to the pond.

A storm drain pump station constructed in 1983 collects runoff from the west side of the Transfer Station and pumps it to the pond past the entrance to the Household Hazardous Waste Facility.

Drainage on the north side of the facility including the area around the Truck Wash and the Scale Houses is collected by catch basins and flow by gravity to the pond. Comments on key elements follow:

1. *Stormwater Pump Station at the Bridge* - No problems noted;
2. *Stormwater Pump and Tank at Front Entrance* - No problems noted.
3. *Emergency Shut-Off Valve at H₂W* - This hand operated valve appears to be functional but it takes a long time to close and the wheel is in an awkward position for the operator. Recommend that a tool or device be installed that will assist an operator in closing this valve, in real time, in the event of a spill.
4. *Manhole #20* - Designed as a sand/oil separator but installed as a standard manhole. This does not appear to be a problem because of a compost filter installed downstream.
5. *Compost Filter* - This filter was installed by CFS Treatment Systems, Inc., and appears to be functioning properly. Contacted Jim Linhardt (644-8220) for a drawing and O & M Manual. Lindybeth Wilkin with Metro maintains the filter.

6. *Manhole #7 Sand/Oil Separator* - No problems noted. Contractor cleans this out about every 6 months.

J. **Wastewater**

All wastewater on site is pumped to a 4" force main on Washington Street on the Sewer Lift Station, constructed in 1983, just south of the main entrance to the Transfer Station. It is here, in an adjacent structure called the Pig Launcher, that samples are taken for testing for contaminants. The sump pump in the Tunnel pumps to the Sewer Lift Station. The bathrooms in the Transfer Building Office Area flow by gravity to the Sewer Lift Station.

Another Sanitary Pump Station constructed in 1991 is located in the trailer loading area west of the bridge. Sewage from the Scale House and Truck Wash area flows to this pump station by gravity.

Also feeding into this pump station are the catch basins in front of the compactors. The catch basins in the Compactor Room are plugged in the event of a hydraulic oil leak. This Sanitary Pump Station pumps to the Sewer Lift Station. Comments on key elements follow:

1. *Testing* - Contractor records running time at the Sewer Life Station daily. Wastewater discharge is tested on a monthly basis by Coffey Laboratories and forwarded by Contractor to Clackamas County Service District #1. The only real problem that the contractor experienced last year was due to an inadvertent hydraulic oil spill in the Compactor Room. This was resolved by plugging the floor drains and installing a kill switch for the adjacent lift station at the compactor.
2. *Oil Separator at Truck Wash* - This oil separator was inspected before and after weekly cleaning. Prior to cleaning it appeared that there was a lot of trash on both sides of the weir. When it was cleaned and pumped out, the device appeared small but functional. It appears that the weir is raised about 6" above the floor allowing cleaner water to pass to the outlet side while retaining most of the oil sludge and floating garbage on the intake side. See paragraph 2b Truck Wash above for recommendations on improving function.
3. *Sewer Lift Station* - No problems noted.

4. *Sanitary Pump Station at Bridge* - No problems noted.
5. *Sump Pump at Tunnel* - No problems noted. Contractor had this sump cleaned out on May 6, 1996 on the suspicion that contaminants from the flood may have settled in the sump.

K. Water System

No problems noted.

L. Fire System

The older portions of the Transfer Station are protected by a sprinkler system installed in 1983 by Discount Fire Systems. The station modifications are protected by an extension of that system by Grinnell Fire Protection Systems.

Contacted Pete Heldner of Grinnell on 5/9/96 by telephone to discuss the condition of the sprinkler system. He informed me that he had repaired some sections of leaking pipes under the new roof which was recently installed. He stated that the piping installed in 1983 was in bad shape and could be expected to continue to deteriorate and spring new leaks. He recommended that Metro specify galvanized pipe for future sprinkler construction. Mr. Heldner told me that the current connection of the fire sprinkler system to Waste Management's compressor was safe and met fire safety code.

Grinnell conducts a complete inspection of the fire protection system every six months.

The fire alarm is located in the office and is by Gamewell. The monitoring company is Alarm Central in Tigard. The system is not tested on a regular basis but only when the power fails which is frequent enough to instill confidence.

M. Dust Control

A spray system over the pit is controlled from the office or on the main floor. It was satisfactorily demonstrated and no problems were noted. Dust did not seem to be a great problem during the inspection, except perhaps in the pit.

N. Odor Control

1. No particularly offensive odor was noted during the inspection.

2. The facility is well maintained and cleaned every day.
3. The pit is completely cleaned out once per week.

O. Nuisance Control

1. Pest control subcontractor is Pest Master.
2. No rodents observed. Some birds.

P. Housekeeping

1. Site appeared to be clean and well maintained.
2. Observed magnetic sweep of access roads and parking lot at end of day shift.

Q. Landscaping

1. Metro has assumed responsibility for landscape maintenance.
2. Erosion damage at north corner of Employee Parking Lot was repaired this winter by L & H Grading. It is stabilized and grass is growing. Metro may want to add some compost and re-establish ivy.
3. Some cedars have been lost on the Washington Street side of the Transfer Station, due to the flood. Metro has plans to replace them.
4. Ivy is not doing well in some areas and weeds are taking its place.
5. Time was not available to check irrigation system. Lindybeth Wilkin reports that some elements of the system were damaged during the flood and that action is underway to repair.

R. Lighting and Emergency Power

1. Interior lights in Transfer Station were all functional.
2. Exterior lights were all working except for one light standard in the northwest corner of the Trailer Parking Lot.

3. Emergency Power Supply - Damaged by the flood. Generator will be repaired and emergency power will be provided to the Transfer Station and Scale Houses, stormwater and sewage pumps as well as the H₂W Facility.

S. Review of Existing Permits

The following documents are on file at the facility:

- (1) Conditional Use Permit (annual - Oregon City)
- (2) Solid Waste Disposal Permit (Oregon DEQ to 5/31/99)
- (3) Industrial Waste Water Discharge Permit (Clackamas County)
- (4) Alarm Permit (Oregon City)
- (5) Fuel Tank Permit (Clackamas County)
- (6) Occupancy Permit (Oregon City)
- (7) Air Compressor Permit
- (8) FCC Radio License

3. Operations and Maintenance

A. Waste Handling Operations

1. *Traffic Control* - Metro South appears to have more public traffic than Metro Central particularly late in the afternoon when householders and small contractors have finished their projects for the day. Metro takes in commercial traffic only between 5 and 6 AM on Scale A. Usually by 8 AM, Metro opens Scale B for commercial traffic and handles inbound public on Scale A and outbound public and commercial. On days when public traffic is heavy such as Mondays and Fridays it becomes necessary late in the day to put all inbound traffic on Scale B and outbound on both scales at Scale House A. Metro and contractor stay in contact by radio and contractor is responsive in changing the traffic patterns.
2. *Tipping Floor Operations* - Space is limited on both Commercial and Public Tipping Floors which restricts the ability of contractor to extract recyclables from mixed loads of trash in a safe and efficient manner. On the commercial side, trash trucks generally dump directly into the pit because of lack of space on the floor and time to do anything else. Yard debris is accumulated along the backwall. Trucks have barely enough room for 2 trucks to dump in the pit side by side. The space against the front wall cannot be used because the entrance is too narrow to allow another truck to maneuver in and out. When traffic is heavy, any delay only lengthens the

queue waiting to dump. Contractor personnel do the best they can, moving the trucks, in and out, quickly and safely.

On the public side, more recycling is possible, if the loads coming in have recyclables separated and organized. The recyclables are dropped at various stations and the trash shoved out of the trucks and trailers into the pit. At peak times the activity is frantic and contractor personnel are hard pressed to keep everyone moving and dumping without accident or injury. At these times, there is less possibility of saving all of the recyclables. When public traffic peaks, some trash loads are diverted to the commercial side. However it is not possible to divert commercial loads to the public side because of height clearance problems.

3. *Waste Handling Equipment* - Metro South has two compactors, one is an AMFAB and one is an SSI model. Both are operating and well maintained. See Enclosure 1 for a detailed description of current condition. In addition, Metro South has a "Walking Floor" installed at the compactor end of the pit. The walking floor is used only at the end of the week to clear out the pit. The depth of trash which is usually in the pit make this equipment of little use during the week. This equipment is in good condition because of the limited use. Contractor has scheduled replacement of 5 aluminum and 15 steel slats on the walking floor.
4. *Transfer Trailer Loading Operations* - No problems noted.

B. Maintenance

1. Contractor does not have a written maintenance plan. He does have daily, weekly, monthly maintenance schedules and checklists. The contractor maintains records of maintenance on site and forwards sufficient information to his higher headquarters in Portland so that costs associated with maintenance can be determined.
2. The contractor has maintenance manuals on the following:
 - a. Installed equipment on original construction 1983;
 - b. Installed equipment on system modification 1991;
 - c. AMFAB compactor;
 - d. SSI compactor.

3. No drawings or manuals for the Truck Wash were on hand.
4. Contractor did not have a full set of existing as built drawings. Recommend that Metro assemble all known as built drawings for the facility and provide contractor with a set.
5. Contractor conducts periodic maintenance and light repairs with his operators. Dan Dudley assigns these tasks. For major repairs on the compactors, Dan mobilizes AMFAB and SSI who generally provide same day service.
6. Metro conducted an inspection of on-site equipment on 5/6/96. Findings and status of equipment on that date are included in the memo by Dawit Solomon at Enclosure 1. Operation of the Dozer Door and the Walking Floor was observed on the evening of 5/10/96.

C. Health and Safety

1. Contractor has a corporate health and safety plan which he follows.
2. Contractor has a prepared training schedule for safety. He conducts a safety meeting on the third Wednesday of each month. He keeps and posts minutes. He has an annotated training record for each of his employees. Dan Dudley is the site Safety Officer.
3. There is a fire plan posted on the bulletin board.
4. Metro prepared the Emergency Procedures Manual dated 10/23/95. Contractor has three responders trained by Metro in the event of a spill or hazardous material emergency. A copy of this plan is on hand.

4. Records Review

- A. A review of the records at the facility was conducted by Barry Adamson, Angela Chappue and Pete Hillman of Metro with Dan Dudley of Waste Management of Oregon on 5/23/96.
- B. Metro was satisfied with the records and accounting controls employed on site by the Contractor. A summary of finding is included at Enclosure 2.

MEMO TO: File
RE: MS Annual Inspection

5/15/96
Page 12

5. Summary

The staff at the facility was very cooperative during the inspection. The facility appears to be efficiently run and well maintained.

Enclosures

1. Metro Memo, Metro South Transfer Station Annual Equipment Inspection
2. Metro Memo Subject: Records Review dated 5/28/96.

cc: Jim Watkins, Engineering and Analysis Manager
Chuck Geyer, Senior Solid Waste Planner
Dawit Solomon, Assistant Engineer
Angela Chappue, Management Technician
Barry Adamson, Contracts Compliance Officer

PH:glj
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METRO

DATE: May 21, 1996
TO: File
FROM: Dawit Solomon, Assistant Engineer
RE: Metro South Transfer Station Annual Equipment Inspection

On March 6th 1996, Pete Hillman and I conducted an Annual Inspection of the Metro South Transfer Station Equipment for condition evaluation. Key elements we were looking for in the equipment inspection were as follows. For hydraulic units, evidence of leakage around the power units, frayed or torn hoses, broken clamps/fittings, leaks around fittings, uncommon sounds, grinding sounds, worn out parts, excessive vibration of equipment and cracks visible to the naked eye. For equipment in general we were looking for evidence of excessive vibration of equipment, large evidence of cracks, rust, corrosion and grinding sounds. The following report is on the condition of the equipment as a result of our inspection.

Contractor, Waste Management conducts daily, weekly, monthly, semi-annually and annual maintenance inspection by their operators to identify any maintenance requirements in advance. The result is reduced risk of major equipment damage and improve maintenance quality and longevity of equipment.

COMPACTORS

Compactors are refuse densifiers used to compact garbage into an average 30 ton bales, and transfer these compacted garbage to transfer trailers.

Inspection (AmFab/SSI): SSI/AmFab compactors are inspected continuously to identify early problem indicators. Identified problems or required maintenance are provided on site if the work involved is minor. For major repair work, the work is contracted out. There isn't a full time mechanic on duty. In most cases, the weekly (Sunday) inspections identify impending problems and resolve them that same day. If work required is extensive and requires a mechanic, then one is contracted to provide the services by Waste Management. Work requiring in-depth knowledge of the equipment is done by representatives of the compactor manufacturers. Since their response time is quick, an on hand mechanic is not required.

AmFab: The AmFab compactor in general is in good condition. Operators show more preference towards AmFab compactors due to its simplicity. In addition, since Amfab's main headquarters is within 20 min. from MSS, stocking of vital spare parts is not required. The result is reduced space requirements and inventory costs.

Several elements/items in this unit were replaced November and December of last year, due to damage. Individual items replaced are listed below.

Condition:

- Floor kit - Support base for the compacting head as it slides along the bed on the compactor. The steel floor is used as the cylinder head support, where two steel wheels 6 inches wide, ride on both sides of the floor. Floor Kit replacement is required on an annual basis only. The floor was replaced in November 1995.
- Cooler coil/hose are in sufficiently good condition. There are no leaks evident and do not expect the hoses to fail in the next year.
- Knives: Knife spacing adjusted and calibrated to 1/16" every month for both AmFab and SSI. As a result, the life of the knives since there is less wear, is extended.
Chamber Knife wears out. Life expectancy of 1-1/2 Yr. Presently 30-40% worn out. Knife life is limited to 6 months before flipping is required.
Platen Knife requires hardening in shop as required(4-way reversible). Presently about 3-4 months of useful life is expected on the Platen knives before surface hardening will be required.
- Oil is tested every 6 months and filtered/cleaned as recommended by test results. Filters are replaced every 6 months or as per test results.
- One of the gate cylinders is leaking. Likely to be a broken seal.(Left cylinder when facing the ram cylinder head on). Waste Management is replacing this cylinder since a spare cylinder is available on site.
- Load cells are in operable condition and do not exhibit any visible fracture.
- Compactor roof replaced in November 1995. Roof is not expected to be replaced for the next 8-10 years.

SSI-1: The SSI-1 compactor is in sufficiently good condition. Operators have pointed out the problems associated with the SSI Compactor. Several key elements/items in the unit have been replaced which are frequently replaced items due to wear and tear.

Condition:

- Platen knife - Two way reversible knife. Presently about 3-4 months of useful life left before hard surfacing will be required.
- Chamber knife wears out. Life expectancy of 1-1/2 Yr. Presently 30-40% worn out.
- Oil is tested every 6 months. Filtered and cleaned as required. Changed when unusable.
- Filters replaced every 750 hr's.
- Oil leak in power unit noted. Probably the logic block or valve seals are broken.
- A few hoses had oil leaks. Minor leaks.
- Compactor wall thickness need to be looked into for strength and integrity. Wear is evident. Less than 5 yrs expected as reported by Contractor.
- Compactor floors show excessive wear and integrity is questionable. Thickness should be investigated closely.
- Cylinders at gate have no boots to prohibit dirt from contacting the cylinder pistons. Possible source of future problem.
- Both gate cylinder seals are broken due to "Dry Waste" test which required boosting of the oil pressure. Seals are scheduled to be replaced.
- Load cells are in good operable condition.

Note: Compactor was operational during inspection. Dan Dudley noted that there has been problems associated with the hydraulic oil overheating in the summer time.

Product Manufacturer Service Quality: Having both competitors compactor side by side provides a competitive atmosphere where by improving response time of these compactor manufacturers where by providing Metro with quality service.

EQUIPMENT

Walking Floor: Garbage is dumped onto a sectioned floor and conveyed to the compactors via a two direction hydraulic walking floor located between the feed opening of the two compactors. The walking floor is operated on a very infrequent basis and is not serving the purpose for which it was installed. In most cases, the CAT (Front End Loader) is used to clear the garbage from the walking floor. The garbage that is not cleared by the CAT is cleared by the used on the walking floor. This is the only time the walking floor is used.

Condition:

- Oil is clear and clean. No evidence of parts wearing or burnt oil.
- Not a high use, high maintenance item.

Note: The walking floor was not running during the inspection due to the large amount of garbage on walking floor conveyor.

CAT Entrance Gate and Bridge: Gate at the top of the CAT ramp to allow the CAT access to the pit. It takes 30 seconds for the gate to lower and 30 seconds to close. Motor control is in the compactor room. Gate used only once a week when the CAT is maintained.

Condition:

- Cable is clean and not frayed.
- Zerk fitted for greasing.
- Functionally adequate set-up

Note: Not seen functioning due to high garbage amount.

Emergency Generator: Backup power for the Hazardous Waste facility. The 200KW Katolight generator is presently under reconditioning as a result of flood damage. Metro is in the process of upgrading the emergency electrical system to provide emergency power to the main transfer station. Generator is to be hooked up to the Main Transfer Station, Scale house and storm/sewer pumps. Presently, maintenance on the generator is done by Metro HHWF staff.

Note: The generator was not available for testing. Still being re-conditioned by an external contractor.

Cardboard Compactor: A Marathon stationary cardboard compactor that is owned by Waste Management Company. Since this item is owned by Waste Management, inspection was limited to its functionality. The cardboard compactor is functional.

Fans and Roof Vents: Located on the main building roof. A Greenheck-model-GB Single IHP motor and fan set-up is used to ventilate the "Tunnel". The roof vents are in fairly good condition and do not foresee any associated problems. The fan size is not large enough to provide sufficient ventilation for operations in the "Tunnel".

Conditions:

- Visual inspection, looks structurally sound
- Minor dirt accumulation around exterior of vents.
- "Tunnel" fan belts need replacing. Scheduled to be replaced.

Roll-Up Doors: There are 2-motorized roll-up doors at both main entrances (Commercial & Public). There is 1-motorized roll-up door at the "Tunnel." Presently, it is in the process of being rebuilt due to flood damage. There are 4-manual roll-up doors located on the West wall of the main Transfer Building. Maintenance requirements for the 2-motorized doors are: belt/chain replacement, greasing, inspection. Roll-up doors require minimum maintenance. Doors are left open since the facility is in use during operations which require the doors to remain open. In periods when the facility is closed, there is an armed guard that is on site at all times. As a result, it is not necessary to close the doors. In general, the roll-up doors are used infrequently. The only roll-up door that is used on a regular basis and one that requires regular maintenance is the one at the "Tunnel".

Conditions:

- Functionally sound
- No object in path sensor in place (or not functioning)

Note: The roll-up doors were not operational.

Dust Control System: Airborne dust suppression system. Requires regular maintenance such as flushing the system every 6 months. Cleaning nozzles every 6 months. Since the nozzles were replaced with fine mist type nozzles, the frequency of cleaning has increased which is to be expected. Mainly due to the reduction of the nozzle exhaust size.

Conditions:

- A few of the pipe hangers need re-enforcing.
- Drain is OK.

Air Compressor: A 15 HP 120 gallon capacity air compressor owned and operated by Waste Management. The air compressor is used for tool maintenance and building roof & equipment cleaning.

In addition the building maintenance compressor is used to back up the present fire system compressor. The fire system compressor needs to be backed-up by the building air compressor because the sprinkler system loses air pressure when fire system compressor is used. This might not be approved by the Fire Marshall in regards to having a secondary compressor assisting the main fire system compressor. Possible cause for the need to have an auxiliary compressor to assist the fire system compressor could be that the compressor might be undersized for this specific application or there is an air leak somewhere.

Additional concern with the secondary compressor being used to supplement the fire compressor is that since the auxiliary compressor is owned by Waste Management, in the event that Waste Management doesn't get the MSS operation contract, Metro would have to either buy the compressor, replace the compressor or update the fire system compressor and find the problem.

Conditions:

- On automatic control.
- No leaks evident, no evidence of leaks
- Hoses and fittings are in good condition.
- Tank is in good condition. At 140 PSI.
- Oil level is OK.

HVAC Units: Roof mounted HVAC units on the East end of the facility. Motors need greasing every 6 months. Belts are replaced on an as needed basis. There was no evidence of belt replacement need such as excessive vibration and noise. Blower blades require regular cleaning. Shutoffs are available on the roof to allow better control of these units. Power and water is available on the roof for service and maintenance purposes.

Condition:

- Exhaust is directed vertically towards the sky. As a result, rain enters the blower case. The blower case has a drain at the base to allow the rain water to drain. There is evidence of rust in the interior of these blowers. Action should be taken to reduce the rust such as re-coating the interior of the blowers and redirecting the exhaust to limit the amount of rain water entering the blowers.
- Duct needs regular cleaning to reduce dirt build-up.
- Excessive dust and dirt on the inside of the blower walls.
- One of the blower is plugged. Needs to be unplugged.
- Dirt and debris had accumulated in one of the blowers interior casing. Cause might be associated with the drain being plugged. Dirt and debris need to be removed.
- Blades need regular cleaning. Dirt build-up is regular due to the nature and use of the building.

Note: Louvers located in the main building are reported to be functional. Function was not tested because the louvers are actuated automatically. It was reported by Dan Dudley that the louvers open only in the summer when it is hot. Their function might be controlled by the building ambient temperature and HVAC controls.

- In the event of a power failure, the dampers are to return to their original position. The louvers presently have minor effects on the operations conducted in the facility.

BUILDING

Cat Ramp: A ramp used to load the CAT into the pit. It is located between the two refuse compactors.

Condition:

- Excessive wear of floor.
- Required improvement. Reported that CAT has difficulty with slippage, when using the ramp.
- Required maintenance and improvements.

Truck Wash: Where commercial trucks wash their trucks after disposing of their garbage. Initially nozzles were installed but most of the truck wash users misused, abused and damaged them. As a result, nozzles were removed. Common occurrences of damage requiring maintenance are as follows: hoses stolen, hoses run over by trucks or hose fittings broken. Brooms left for cleaning have disappeared therefore there are no brooms being provided by Metro or the Contractor.

In addition, the truck wash had been damaged by a wind storm. Presently, a temporary bracing is in place to provide structural integrity.

Conditions:

- Hoses work well
- Fresh water presently used to wash the trucks.
- Oil/water separator pumped out every week.

Note: Reported problems with oil/water separator; over use of water to clean trucks by customers.

Driveway Floor Surface: Location where customers access the Pit. Located on both sides of the "Pit"

Conditions:

- Excessive wear, metal rebar showing in some cases.
- Possible contamination of the floor to a finite depth.

Fire System: Sprinkler system. Dry type. Please see noted remark in the above "Air Compressor" section.

Condition:

- Air pressure @ 40 PSI.
- Water pressure @ 90 PSI.
- Air and water pressure are all as required.
- Needs review of the present fire system set-up to eliminate the need to compensate the fire system air compressor pressure loss with the auxiliary air compressor.

Storm Pumps: Indicator and control panels located in room above compactors. Overflow of the storm manhole will result in storm water entering the sewer. Pumps work well and do not exhibit any evidence of problems. Pumps do not have seal detect therefore damage to the primary seal will not be identified early.

Sewer Pumps: Pumps require daily checking as part of the permit requirement. Pumps are equipped with a seal detect sensor to indicate seal failure prior to major pump damage. Indicator and control panels located in the room above compactors.

Note: In the unfortunate event of a hydraulic oil spill, there is a sewer pump kill switch to stop pumping sewer in the vicinity of the compactor power unit area. This enables the containment of any oil spilled and prohibit the oil from entering the sewer lines.

Paint: Interior of building has freshly been repainted.

RECOMMENDATION

SSI-1:

- In regards to the problem associated with the hydraulic oil overheating during hot days, there are several possible causes, such as: compactor room having poor ventilation where by trapping heat; undersized heat exchanger or selected oil not within the range of applied temperature. As a solution, Metro or Contractor should either contact SSI and have SSI provide a solution or replace the heat exchanger with a larger and more efficient unit.

Temporary Hazardous Waste Storage Area:

- A designated temporary Hazardous Waste Material Storage area is necessary inside the Main Transfer Station to reduce any possibility of hazardous waste contamination of near by items. This area is necessary due to the hazardous material that is continuously found in the "Pit" or left at the edges of the "Pit" by customers. These materials need to be safely stored for a short period of time before being transported to the HHW facility.

Compactor Power Unit Rooms:

- Improvement is noted in areas such as the compactor power unit rooms. Noise limits operator awareness. Visibility should be enhanced to compensate for the noise.

Main Building Roof Access:

- Roof access door needs some improvement. There is excessive resistance to opening. Possible source of problem are as follows: compressed air cylinders might need replacement; compressed air cylinders might need readjustment to carry some of the weight of the door; lock and release set-up of the door are two separate functions requiring the operator to balance and open the door simultaneously.

Fire System:

- The fire system needs to be reviewed to identify why a secondary compressor is required to provide the required pressure.

Driveway Floor Surface:

- The floor by the "Pit" needs to be re-surfaced and all the exposed re-bars covered. In addition, provide a coating over the surface to reduce any concrete contamination from the garbage and provide added strength.

CAT Ramp:

- Steel skirts similar to the one installed towards the top of the ramp should be added towards the lower end and midway of ramp plus floor hardener to reduce wear and chipping. In addition, it will provide sufficient grip between the CAT and the ramp so that the CAT doesn't slip.

Louvers:

- More in-depth look required to evaluate the cause/function of these units.

Storm Pumps:

- Seal detect should be installed to provide advanced warning of impending failure. This will reduce rebuilding costs of these pumps.

Truck Wash:

- The structure of the Truck Wash needs to be sufficiently examined and a permanent solution be implemented.
- Misuse and abuse of the equipment by Metro customers should be dealt with. As noted earlier, such examples of misuse are over use of water and damage of equipment. Customers should take more of the responsibility in regards to maintenance and cleaning.

"Tunnel" Ventilation:

- Depending on the use for which the "Tunnel" is to be used for, the ventilation system should be reviewed. For storage purposes, the present 1HP fan should be sufficient.

Emergency Generator:

- Once the generator is connected to the Main Transfer Station, maintenance should be shared by both the HHW staff and the Contractor that operates the Main Transfer Station. The reason to have both companies maintain the generator is to familiarize them with the generator and it's functions. In the event of an outage and a problem arises, either one can check for problems.

CONCLUSION

As a result of the equipment inspection most of the equipment is in good condition which is evidence of a good maintenance program implementation.

DS:clk

cc: Jim Watkins, Engineering & Analysis Manager
Chuck Geyer, Senior Solid Waste Planner
Barry Adamson, Contract Compliance Officer
Angela Chappue, Management Analyst

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Memorandum

Date: May 28, 1996
To: Pete Hillmann
From: Barry Adamson *B.A.*
Re: Metro South Transfer Station Annual Records Inspection

The "Specifications" portion of the Metro/Waste Management Contract documents for the Metro South Transfer Station provides that Metro will, among other things, review records of the transfer stations' performance over the previous contract year and inspect the Facility. The contract provides that the annual inspection shall encompass, among other subjects, a "review of plant and equipment maintenance and replacement records" and a "determination of continued efficiency and optimal operation of the Facility." (Specifications at page IV-30, § 22.0.)

The facility contract also provides that the facility operator shall maintain

"... [1] maintenance records, [2] equipment replacement records and schedules, [3] safety and accident reports; [4] quantity of Acceptable Waste delivered to the Facility; [5] quantity of Source-Separated recyclable materials received and sold; [6] quantity of Recovered Materials produced and sold; [7] quantity of compacted waste loaded for transport to disposal; and [8] quantity and type of Unacceptable Waste handled. Metro will have complete access to all such records." (Specifications at IV-43, § 38.0 [enumeration added].)

On May 23, 1996, Peter Hillmann, Angela Chappue, and Barry Adamson met with Dan Dudley of Waste Management at the Metro South Transfer Station for the final phase of Metro's review of the facility operator's on-site records that fall within the above description from the contract documents. Peter Hillmann and Dawit Solomon had previously conducted an annual inspection and evaluation of the facility's equipment and related maintenance documentation, and this memo does not address or comment on contractor's records and documents pertinent to the latter inspection.

At Metro's request, Mr. Dudley made available all of its on-site bookkeeping and accounting data for inspection so that Metro could review, inquire about, and evaluate such matters as

- the integrity of the on-site data collection process, including the generation of, and chain-of-custody of, scale and weight data;
- the adequacy of the format in which the facility contractor collects and compiles the data; and
- the extent to which the facility contractor's on-site data for the weighing of incoming and outgoing solid waste could be satisfactorily reconciled with other data generated from other sources; and
- the process(es) by which the facility contractor accounts for solid waste delivered to the facility, recyclable materials delivered to the facility, and compacted waste loaded for transport to disposal.

During the records inspection, the facility contractor either produced for review on-site or explained the location of the information described above. However, contractor explained that it performs a negligible amount of on-site recycling for reasons attributable to both the physical configuration of the facility and the current lack of a lucrative market for the disposition of various recyclables. Thus, contractor explained that it currently generates no productive records with respect to recycling efforts.

With respect to financial data pertinent to the facility's collection and movement of solid waste, the facility contractor serves as the data collection source and collects and maintains raw data on-site in various readily-retrievable formats. The on-site personnel transmit some of that data to another Waste Management office that, in turn, compiles and maintains the data in retrievable spreadsheet format for accounting and other financial purposes. The latter documentation does not necessarily remain on-site, but nevertheless remains available for review by Metro.

Metro found that the facility contractor:

- maintains knowledgeable staff on-site who are familiar with, and can provide ready answers to questions about, the various records and documents described above;
- satisfactorily addressed all questions posed by Metro during its review and inspection of the facility's on-site record-keeping processes;
- demonstrated an adequate understanding of the on-site data collection process and provided a knowledgeable explanation of how that process functions at the facility;
- utilizes satisfactory on-site bookkeeping and data collection techniques, such that both the contractor and Metro can readily and accurately account for all financial aspects of the solid waste flow into and out of the facility; and

- satisfactorily explained the location and accessibility of accounting and financial data that contractor maintains off-site, and provided a knowledgeable description of the kinds of accounting data maintained off-site.

ENVIRONMENTAL SERVICES

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

May 9, 1996

Mr. Steven L. Meissen
Browning-Ferris Industries
6161 N.W. 61st Avenue
Portland, OR 97210

Re: Metro Central Annual Review and Inspection

Dear Steve:

Enclosed please find results from the recent inspection of your facility. It appears that you and your staff are doing a fine job and should be congratulated.

My thanks to you, Ron Toole, Randy Garr, Bob Johnson, Dan Schooler and the others who provided excellent support to the inspection team.

Sincerely,

Jim Watkins

Jim Watkins

JW\PH:clk

Enclosure: as stated

cc: Terry Petersen, Environmental Services Manager
Chuck Geyer, Senior Solid Waste Planner
Pete Hillmann, Senior Engineer
Dawitt Solomon, Assistant Engineer
Barry Adamson, Contracts Compliance Officer
Angela Chappue, Associate Management Analyst

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METRO

DATE: April 24, 1996

TO: File

FROM: Peter J. Hillmann, Project Coordinator

RE: Metro Central Annual Review and Inspection

1. An annual performance review is required by Section 5.9.1 of the Trans Industry \ Metro Operating Agreement. The review consists of a plant inspection and a review of records. The inspection of the physical plant and operations of the facility began in early March when Metro personnel started collecting information necessary to update the as-built drawings for the facility. This part of the inspection was conducted by Pete Hillmann and Dawit Solomon of the Regional Environmental Management, Engineering and Analysis staff. The records review was conducted by Angela Chappue and Barry Adamson of Regional Environmental Management, Budget and Finance staff on March 21, 1996. The findings of the performance review follows.

2. Structural and Site Inspection

A. Process Building

- 1) **Tipping floor surface** - The floor surface appears to be generally holding up well considering the amount of activity in moving waste around with Bobcats and loaders. In most areas aggregate is exposed but the wear is even with very little pitting. The exception is the area around the loading pits for the process equipment. It is there that deterioration is most evident. The plans show these areas as "armored slab" with 5/8" x 3" x 12" steel flat bars embedded on edge on 30" centers flush with concrete surface. The concrete between the flat bars has been chipped out as much as 2" and the flat bars themselves show evidence of wear. Contractor is in contact with some suppliers. The most likely repair material will be an epoxy type product rather than a cement based product because the shorter cure time will have less impact on operations.
- 2) **Floor and Pit Drains** - Contractor has removed the sump pumps from the pit drains and closed all valves leading to the sanitary sewer. Water and debris still does accumulate in the sumps but is removed on a regular basis by hand and portable pump. The debris and waste water are mixed with the trash at the loading areas for the compactors. The plan appears to be working well.

- 3) **Structural Steel and Siding** - No problems noted.
- 4) **Roof** - The manlift was down for maintenance and a close inspection of the roof was not possible. No evidence of leaks or damage was noted. An additional 32 clear panels were installed in the roof above Bay III providing needed light. Contractor personnel are not permitted, by company policy, on the roof of the facility. The reasons for this policy appears to stem from an uneasiness about high work rather than structural unsoundness. Contractor will bring in a roofing contractor as necessary.
- 5) **Fans and Roof Vents** - There are a total of 29 Air Fold Impeller Fans in the roof to assist with dust control. The filters have been removed to improve function. The fans were checked on the morning of 3/29/96 by Metro and contractor. All are in working condition. The fans are noisy and, when all are running as they were during the test the noise prevent personnel from hearing radio calls and voice commands. For this reason, they are seldom used during operational hours.

There are 14 roof vents which open when heat from a fire melts the fusible links. They look to be in good condition although a close inspection was not possible. Contractor and inspection personnel were not sure why the vents were required. A drawback to an open vent during a fire would be the draft that would result. Metro and contractor personnel could not find operations and maintenance information in the technical manuals for the site. Additional investigation is required.

- 6) **Rollup Doors** - The rolling doors all appear to be functional. The automatic reverse has been disconnected on all doors except for the entrance to the mechanical room which is never opened. The contractor does not feel there is a safety problem because the automatic open/close function has been removed and an operator must press the open/close switch continuously until doors are either opened or closed.

7) **Emergency Equipment**

- a) The external fire communication system is located in the Electrical Room. The system is Silent Knight Model 5207 which operates on battery when a power failure occurs. During tests of emergency power the system remained functional and an alarm sounded until power was restored. Fire alarms are monitored by T&L Communications (206) 573-9730.
- b) The fire control system is a dry pipe sprinkler system which is pressurized by two air compressors located in valve houses at the north and south ends of the building.

There are four valve houses which service the Process Building. All are in good condition, holding pressure. The system is inspected monthly and condensation drained. A set of as-builts by Vanport is available on site and in Metro files.

- 8) **Emergency Generator** - The Emergency Generator is a CAT Model 3406B, 300 KW generator. Two attempts were made to simulate a power shutdown and emergency start after hours. The attempts were foiled by battery problems which may have been a result of testing. The batteries were replaced and a day time test was done on 4/23/96 without simulating a power shutdown. Metro still plans to conduct an after hours test with power shutdown for this facility and the HHWCF in the near future. Contractor reports that the generator starts and provides power during actual power outages. Recommend that testing procedures be documented for the O&M Manual.
 - 9) **Air Compressor** - The air compressor is a Quincy Model Q1000. Operational test demonstration was made on 4/23/96.
 - 10) **Review of Existing Permits** - The following permits required for operation of the facility were examined in the files.
 - a) Certificate of Occupancy
 - b) Notice of Compliance Worker Compensation Law.
 - c) City of Portland Business License - Not available on site. Staff reports that it is located at corporate headquarters.
 - d) State Fire Marshal Yearly Hazardous Substance Survey.
 - e) Diesel Tank Testing - Passed test 4/8/96.
 - f) Backflow Prevention Testing (yearly) -- Passed test, according to City of Portland letter dated October 1, 1995 American Waterworks Association (249-5845) was the testing agency.
 - g) Radio Station License
 - h) Waste Water Discharge Permit - Metro holds this permit. Jim Quinn of REM confirms that it is current.
- B. Storm Drainage
- 1) **Catch Basin and Manholes** - were spot checked for excessive sedimentation. Stormdrain appears to be clear and in good condition. Cleanouts are undamaged and not paved over.

- 2) There were no apparent leaks in the roof drain system. The downspout on the northeast corner of the Process Building was crushed and in need of repair.
- 3) There is a 24" shear gate valve at Manhole #9 which provides us the ability to isolate the stormdrain on site in case of a spill. This valve was demonstrated to be operational.

C. Waste Water

- 1) Review of files indicate no violations on the most recent letter from City of Portland on April 10, 1996. Contractor is working under a Consent Agreement with City of Portland and Metro dated 11/30/95 in an effort to achieve "zero discharge" of waste water from truck wash and transfer station floor. Contractor tests and adjusts pH at oil/water separator on a daily basis and maintains records. Waste water is currently being self tested by contractor on a quarterly basis. City is conducting unannounced tests on a random basis.
- 2) Inspected oil and water separator adjacent to the truck wash. Seems to be functional. Contractor reports that it is cleaned out about once a month. They have installed a removable basket in the separator which makes it easier to remove solids. They have also installed baskets in the slotted drains at the adjacent truck wash. In addition contractor has placed fine mesh over slot drains.
- 3) Floor and pit drains inside the Process Building are closed off from the sewer system. The waste water and debris accumulate at these drains, the sludge and solids from the oil water separator are mixed with trash at the compactors and removed from the site.
- 4) Contractor is working on a plan to modify the wash rack, so that water used to wash trucks will be recycled and used for dust suppression at the Woodline. This has not yet been accomplished but contractor continues working toward that goal.

D. Water System

- 1) **Water Service Vault** - The vault was inspected and found to have standing water in the bottom. No broken water lines were found. The water appears to be entering the vault through the pipe chase and may be coming from the track drain on the adjacent rail spur. There is a pump in the service vault which did not seem to be keeping up. Contractor will check, modify or replace pump.
- 2) **Fire Water:**
 - a) All hydrants appeared to be in good condition
 - b) Sprinkler systems in Process Building and Operations Building are operational and intact.

3) Potable Water

- a) Shutoff valves for the Scalehouses are accessible through a trap door in the floor at the end of the building facing entrance to the scale.
- b) Shutoff valve for Operations Building is located on the west side of the building in a vault.
- c) Shutoff valve for Metro Building is located beneath floor in room adjacent to break area.

E. Dust Control

- 1) There is only one Aerodyne Baghouse Unit left in the Process Building. It is operational.
- 2) The second Baghouse Unit installed for use with the Woodline was removed and is presently stored at the north edge of the property.
- 3) There is a mist system installed at the Woodline to help hold down dust which uses fresh water at this time. Contractor plans to use recycled water from the truck wash over process equipment and fresh water on adjacent access areas..
- 4) Ceiling fans are all functional but too noisy to use during operating hours.
- 5) The facility is cleaned every night. Accumulated dust is blown down from equipment. The floor is cleaned every night. Fugitive dust does appear to persist in hard to reach places. The spare parts storage area above the Mechanical/Electrical Rooms is very dusty. Recommend some investigation of vacuum type collectors be made. Consideration should be given to enclose the

F. Odor Control

- 1) No particularly offensive odor was noted during the inspection.
- 2) The facility is well maintained and is cleaned every night.

G. Nuisance Control

- 1) No rodents and only a few birds were noted hanging around the facility during the inspection.
- 2) Rodent bait stations were noted in and around the facility. Paramount Pest Control (288-7375) is the subcontractor.

H. Housekeeping and Litter Control

- 1) The site appears to be clean and well maintained. The cleanup detail inside the compound is done by one man during the day and 4 men at night.
- 2) The access roads to the site including Highway 30, Front Street and 61st Street are policed once per week by the Boys and Girls Club of Portland.
- 3) Checked the perimeter outside the fence line and found it to be free of litter and evidence of control of blackberries and noxious weeds.

I. Landscaping

- 1) Vegetation appears to be healthy and well maintained.
- 2) Checked the sprinkler system on the site. It is all functional. Identified about a dozen sprinkler heads which need to be replaced.
- 3) Checked the Hilfiger Retaining Wall on the east side. It is in good condition with only minor rust.
- 4) Interviewed Henry Love, Contractor's landscape maintenance man. He appears to be knowledgeable and enthusiastic about his duties.
- 5) Beavers have cut Ash trees at the north boundary of the site but trees are regrowing at the stump.

J. Lighting and Emergency Power

- 1) Exterior lights are all functional. Many of the light standards are showing some rust and corrosion and should be repainted.
- 2) Interior lights are for the most part functional. The lighting in the Process Building is adequate but could stand improvement.
- 3) Emergency power from the 300 kw generator is available to maintain lighting in case of a power failure. In addition there are 14 battery powered emergency lights which go on immediately when power is out. Five of these lights require repair.

3. Operations and Maintenance

A. Waste Handling Operations

- 1) **Traffic Control** - Scalehouse A is generally used by the public but is also used to weigh commercial trucks during peak periods or when circumstances do not allow operation of Scalehouse B. Contractor has at least one man stationed between Scalehouses A and B sorting out public commercial front end loaders, drop boxes and residential rear loaders with efficiency.
- 2) **Tipping Floor Operations and Sorting** - Spotters meet the incoming trucks, dump and direct drivers with speed and efficiency. Picking crews appear to be well led and organized in removing recyclables swiftly, and safely.
- 3) **Waste Handling Equipment** - See Memo dated 4/2/96 at Enclosure #1 for details on operational status and maintenance of equipment. A summary follows:
 - a) MSW #1 - This recycling line is operational but has not been used this winter due to low price of paper and seasonal non-availability of recyclables. Metro personnel observed line in operation on 4/28/96 in conjunction with a test of a new Rader bag breaker.
 - b) Baler - This line is operated two or three times a week as cardboard is accumulated. Metro personnel observed operation on 3/28/96.
 - c) Woodline - This line is also operated two or three times per week as wood is available. Metro observed operation on 3/21/98.
 - d) Cuber - This line which belongs to contractor was down for repair during the inspection period.
 - e) Densifier #1 (AMFAB) - Operational on a daily bases.
 - f) Densifier #2 (SSI) - Operational on a daily bases.
 - g) Densifier #3 (SSI) - Operational on a daily basis.
- 4) **Transfer Trailer Loading Operations** - No problems noted.

B. Maintenance

- 1) Metro has reviewed contractors Maintenance Plan (Maintenance Manual). Comments were furnished to contractor. They are still working on it, but it can be said that it is very thorough and contractor is generally following the plan.

- 2) Technical operations and maintenance information is maintained in an orderly fashion for all Metro and Contractor owned equipment. One set is available on-site. The other is located in Metro's archives. The third set has not been found.
- 3) Maintenance records were spot checked and found to be adequate.
- 4) Spare parts inventory is reasonably organized but the area is very dusty.
- 5) Condition report for equipment is included in Enclosure 1.

C. Health and Safety

- 1) Reviewed contractor's Health and Safety Plan with Ron Toole, their safety officer.
- 2) Plan is well thought out and appears to be well executed judging by the records.
- 3) A monthly safety meeting with all hands is conducted, usually lasting 1 - 1-1/2 hours. Activities include MSDS training and updates, hearing tests, spill control, lifting techniques, current incidents and something they call "near miss."
- 4) OSHA logs are up to date.
- 5) Contractor conducts one operator performance evaluation each week.
- 6) Contractor is conducting a self evaluation which will be complete by this September.

4. Records Review

- a. Records for the facility were inspected by Angela Chappue and Barry Adamson of Metro on March 21, 1996.
- b. Metro was satisfied with the records and the accounting controls employed by the contractor
- c. A summary of the record review is at Enclosure 2.

5. The staff of the Metro Central Transfer Station Facility was extremely cooperative and provided all requested information and assistance. The facility appears to be well run, morale and discipline of the employees are high.

PJH:clk

Enclosures:

1. Metro Memo, Subject: Metro Central Transfer Station Annual Equipment Inspection dated 4/2/96.
2. Metro Memo, Subject: Records Review dated 3/29/96.

cc: Jim Watkins, Engineering & Analysis Manager
Chuck Geyer, Senior Solid Waste Planner
Dawit Solomon, Assistant Engineer
Angela Chappue, Management Technician
Steve Meisen, BFI

**METRO**

DATE: May 2, 1996

TO: Pete Hillman, Construction Coordinator

FROM: Dawit Solomon, Assistant Engineer

RE: Metro Central Transfer Station Annual Equipment Inspection

On March 28th 1996, Pete Hillmann and I conducted an Annual Inspection of the Metro Central Transfer Station Equipment for condition evaluation. Key elements we were looking for in the equipment inspection were as follows. For hydraulic units evidence of leakage around the power units, frayed or torn hoses, broken clamps/fittings, leaks around fittings, uncommon sounds, grinding sounds, worn out parts, excessive vibration of equipment and large cracks. For equipment in general we were looking for evidence of excessive vibration of equipment, large evidence of cracks, rust, corrosion and grinding sounds.

The following report is on the condition of the equipment as a result of our inspection.

Compactors

AmFab: The AmFab compactor in general is in good condition. Operators show more preference towards AmFab compactors due to its simplicity. Several elements/items in the unit have recently been replaced which frequently wear out.

Condition:

- Floor kit - Support base for the compacting head as it slides along the bed on the compactor. Such replacement is required on an annual basis only. The steel/brass plates were replaced with UHMW and this is expected to extend the life of these items.
- Cooler coil/hose replaced. There are no leaks evident and do not expect the hoses to fail in the next year.
- Knife Plate securing bolts worn out due to shearing.
- Reel guide bent due to garbage falling behind the cylinder head. (No effect on function.)
- Shearing knife on order.
- Reeled hydraulic oil hose replaced 6 times per year and is an item that requires continuous inspection.
- Chamber knife wears. Life expectancy of 1-1/2Yr. Presently 50% worn out.

- Platen Knife requires hardening in shop as required (4-way reversible)
- Oil is tested quarterly. Filtered and cleaned as required. Changed when unusable. Contractor reports that AMFAB oil has been changed one time. Oil for the SSI-1 has been changed only once. Oil for SSI-2 has been changed five times due to other maintenance problems.
- Increased hopper size to minimize bridging problem.

SSI-1: The SSI-1 compactor is in sufficiently good condition. Operators have pointed out the problems associated with the SSI Compactor. Several key elements/items in the unit have been replaced which are frequently replaced items due to wear and tear.

Condition:

- Load cells are in good shape. Load cells have cracked previously. Not always the case.
- 1 Hydraulic pump replaced to date. Pump is presently functional with no evident problem.
- Brass plates at 1/2 life (2/3 gone - 1ft² cross-section plate (4)).
- Platen knife - non reversed once only (2-way).
- Cylinders at gate have no boots to prohibit dirt from contacting the cylinder pistons. Possible source of future problem.
- SSI has rebuilt and modified trunnion to an improved design, after failure.

*Note: Compactor was not running during inspection.

SSI-2: The SSI-2 compactor is in sufficiently good condition. Operators have pointed out the problems associated with the SSI Compactor. Several key elements/items in the unit have been replaced which are frequently replaced items due to wear and tear.

Condition:

- Load cells are in good condition. Past problems have been load cells cracking.
- 5 Hydraulic pumps replaced.
- Brass plates at 1/2 life (2/3 gone - 1ft² cross-section plate (4)).
- Platen knife - non reversed once only (2-way).
- Cylinders at gate have no boots to prohibit dirt from contacting the cylinder pistons. Possible source of problem.
- SSI has rewelded trunnion to prevent failure similar to SSI-1.

Compactor Feed Conveyors: The Compactor Feed Conveyors are the main conveyors that the front end loaders load the garbage on. The conveyors takes the garbage and feeds it into the compactors. There is one feed conveyor per compactor. Functionally the feed conveyors are in sound condition.

Condition:

- Belts adjusted to a loose tension to maximize life. Belts are in fair condition.

- Conveyor belts have tears, cuts, and holes in them. Belts require and receive regular maintenance.
- Chain pins wear out. Presently 1/2 worn out.
- Changed AmFab feeder conveyor from a variable belt drive to a single speed chain/pulley drive. This reduces cost since a variable speed belt is more expensive.
- Motor replaced twice. Possible source of future repair. Presently all motors are functioning.
- Might want to replace SSI feeder conveyors to a chain/ pulley drive with a constant speed. Cheaper and less maintenance.

400 - Line: 400 line is to separate the bottles, heavy garbage, metals and paper. The associated equipment are in fairly good condition.

Condition:

- Bag breaker is clean, no evident cracks.
- Grapple removed - used for spare parts.
- Disc Screens (large and small) are chain driven. Idle, belts are OK.
- Some conveyor belts and cross bars damaged.

* Note: Line was not running when the inspection was made

Cuber: Line makes Fiber Based Fuel: Fuel composed of a mixture of paper products and some plastic. Owned by BFI. Range 6500-8500 Btu/Lb. Moisture range 10-20 %. Hog fuel at 40%. Associated equipment were idle. There was no evidence of rust or corrosion in any of the equipment. There is excessive dust, more than usual which could be a problem source for electric motors used in this area.

Condition:

- Cuber in being modified. New heater elements and air classifier to be introduced.
- Good condition
- Nails damaging belts often
- Metals entering cuber(paper clips) - hard to remove

*Note: Line was not running when the inspection was made

Baler: Cardboard is collected and separated for baling. Line was idle but the equipment were clean with no rust or corrosion. Line was not functionally tested.

Condition:

- Main cylinder to system attaching bolts break off \$400 ea. to repair. Damage at high pressure. Presently in good condition. No cracks evident on bolts.
- Leak in hydraulic tanks
- Knotter wheels wear out (will probably last the year)
- Cardboard mist system not used any more.
- Push cylinder guides wear out (UHMW used presently)

- Manual pump used in sump(Baler unit sys.).
- Conveyor belt not frequently used therefore in good condition. No evidence of excessive wear. Belt is still the original belt.

* Note: System was turned on to evaluate function.

Woodline: Wood in the form of pallets, chips scraps are collected, shredded, nails removed and shipped for hog fuel. Rate of 75tons/day averaged.

Condition:

- Conveyors - Belts have excessive number of nails that have punctured it. This is likely to reduce the life of the belts.
- Grapple - repair needed, parts salvaged from not used grapples elsewhere.
- Shredder - low speed (teeth replaced last year), fairly clean.
- Shredder - high speed (Hammer Mill), hammers re-surfaced every 6 mo., tungsten based metal replacement is a possibility for hammer longer life, fairly clean. Some of the hammer heads show wear. Need resurfacing.
- Magnetic Separator 1 - overhead conveyor type, satisfactory condition.
- Magnetic Separator 2 - overhead conveyor type, satisfactory condition.
- Dust suppression - uses fresh water, water recycling system does not work or is not used.

* Note: Line was not running during inspection.

Emergency Generator: Backup power for the hazardous waste, scale houses and main transfer building.

Condition:

- No leaks, cracks.
- Gauges are OK.
- Maintenance books show repair work and down periods. No apparent problem evident.
- Comes on every Monday. Self start-up and test.

*Note: The generator was not started up due to the stations process at hand.

Truck Wash: Commercial trucks wash their trucks after disposing of their garbage.

Conditions:

- Hoses and nozzles work well
- Water recycling system doesn't work.
- Fresh water presently used to wash the trucks.
- Pump out oil/water separator every month.

Tipping Floor Surface: Location where garbage is dumped on the floor for processing.

Conditions:

- Excessive wear, metal showing.
- Possible contamination of the floor to a finite depth.

Fans and Roof Vents:

Conditions:

- Not turned on.
- Visual inspection, looks structurally sound
- Floor drains

Roll-up Doors:

Conditions:

- Functionally sound
- No object in path sensor in place (or not functioning)
- Roll-up doors won't work without pushing the control button and holding it.

Dust Control System: Air-O-Dyne

Conditions:

- Sufficient ducting
- Some rusting evident at the dust collection intake. Need re-painting with rust protective coating.

Air Compressor: To run air tools and woodline/ 400 line.

Conditions:

- Not seen running
- No leaks evident, no evidence of leaks
- Hoses and fittings are in good condition

500 Line: Line is idle. It is not operational.

Conditions:

- Air-O-Dyne.
- Blower out to Cuber.
- Grapple(moving parts supply).
- 504 - Disc screen.
- Infeed conveyor.
- 517 - 48" x 10' - 3" Transfer Conveyor.
- 518 - Magnetic Conveyor.
- 520 - 48" x 37' - 3" Transfer Conveyor.

Fire System:

Condition:

- Air and water pressure are all as required.
- Limited access to one of the valve houses due to some construction.

Spare Parts In Back Of Facility:

Conditions:

- 529 - 24" x 21' - 6" Transfer Conveyor.
- 530 - 24" x 21' - 6" Transfer Conveyor.
- 507 - 60" x 12' - 0" Transfer Conveyor. Half of conveyor.
- 527 - Small disc screen.
- 505 - 60" x 14' - 6" Transfer Conveyor.
- 506 - 60" x 27' - 0" Transfer Conveyor. Case only - no belt/ only half (Parts used in 400 line).
- 604 - 24" x 12' - 10" Transfer Conveyor.
- 510 - 48" x 10' - 0" Transfer Conveyor .
- RAS - 431A - 48" x 59' - 0" Transfer Conveyor.
- 515 - 48" x 22' - 6" Transfer Conveyor.
- 526 - 48" x 22' - 6" Transfer Conveyor.
- 511 - two(RAS - Infeed)
- Disc Screen
- Hammer - 3 replaced (On third)
- Scrap(ladder w/guards)
- Woodline Auger in back of facility (Spare)
- Grate - grinder of Cuber

Conclusion

As a result of the equipment inspection most of the equipment is in good condition which is evidence of a good maintenance procedure. Some of the lines were not run as indicated which limited the extent to which inspection was done. It is my recommendation to inspect the equipment as they are actually being utilized to get a more in-depth evaluation of the equipment.

cc: Jim Watkins, Engineering & Analysis Manager
Chuck Geyer, Senior Engineer
Barry Adamson, Contract Compliance Officer
Angela Chappue, Management Analyst

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May 2, 1996



METRO

DATE: May 2, 1996
TO: File
FROM: Barry Adamson, Contracts Compliance Officer
RE: Metro Central Records Review

The "annual performance review" provisions in Section 5.9.1 of the Trans Industries – Metro "Operating Agreement" require Metro to conduct an audit and inspection of various aspects of the Metro Central Transfer Station Facility. The annual inspection shall encompass, among other things, "a review of plant and equipment maintenance and replacement records" and "a determination of continued efficiency and optimal operation of the Facility." Metro shall thereafter, within 30 days of the annual inspection, issue to the Contractor a summary of its findings.

Angela Chappue and Barry Adamson met with Dan Schooler at the Metro Central Transfer Station facilities on March 21 in order to review the Contractor's on-site bookkeeping and accounting records with respect to the following data:

- solid waste tonnage received;
- solid waste tonnage shipped to the OWS facility and elsewhere;
- production and disposition of fiber-based fuel;
- collection and disposition of recoverable materials;
- collection and disposition of yard debris; and
- maintenance and replacement records for equipment at the Facility.

At Metro's request, Contractor made all of its bookkeeping and accounting data available for inspection so that Metro could review, inquire about, and evaluate such matters as:

- the integrity of the on-site data collection process itself, including the adequacy and effectiveness of internal controls;
- the adequacy of the format in which the contractor collects and compiles the data;
- the extent to which Contractor's on-site data could be satisfactorily reconciled with other data generated by both Contractor itself and other sources;
- the adequacy and specificity of Contractor's equipment maintenance and replacement records; and
- the extent to which Contractor satisfactorily (1) utilizes and understands its own data collection process and (2) translates that data into a meaningful product for review and audit by Metro.

Metro posed questions about such matters as:

- the generation of, and chain-of-custody of, scale and weight data;
- the various processes and procedures designed and implemented by Contractor to insure the integrity of the weighing and tracking of incoming solid waste;
- the various processes and procedures designed and implemented by Contractor to track the disposition of solid waste within the Facility itself;
- the various processes and procedures designed and implemented by Contractor to track and monitor the routing of solid waste to the OWS facility in Arlington;
- the apparent discrepancies between (1) Facility production and disposition of various marketable products (hog fuel and FBF, for instance) and (2) payment to Metro for its portion of the proceeds from the disposition of those products;
- the various processes and procedures designed and implemented by Contractor to track, monitor, and ultimately account for the disposition of fiber-based fuel and hog fuel generated at the Facility; and

- the various processes and procedures designed and implemented by Contractor to track, monitor, and ultimately account for the disposition of recoverable materials.

For instance, Metro inquired of Contractor about the process by which Contractor determines the circumstances under which it might temporarily cease to divert various recoverable materials from the solid waste transported to the OWS facility at Arlington. Contractor explained that its marketing contacts and expertise within the recoverable products industry enables it to make the requisite determination that, under certain circumstances and market conditions, it would be uneconomical to divert certain products from the solid waste stream.

Contractor also identified the various vendors with whom it contracts to dispose of all of the various categories of recoverable products, and explained the historical relationships between Contractor and those vendors in a manner that satisfactorily answered Metro's questions about the integrity of the pricing and market components of the recycling process.

Contractor also examined and explained the likely source of discrepancies between the timing of (1) Facility production and disposition of various marketable products (such as hog fuel and FBF, for instance) and (2) payment to Metro for its portion of the proceeds from the disposition of those products. Rather than arising from a flaw in the accounting process or from some irregularity in the transport process, it appears that such discrepancies arise solely from the fact that Contractor does not remit payment to Metro until such time as Contractor itself gets paid, which, in turn, both creates and accounts for a discrepancy between tonnage produced and transported for a particular month and revenue paid to Metro for such items. Metro and Contractor also examined other discrepancies between inflow and outflow data, and concluded that the discrepancies arose solely from differences in the timing of data entry as opposed to the loss or diversion of waste or recoverable products.

Finally, Contractor also produced for review its records of maintenance and replacement for the Facility's various equipment components. The records proved sufficiently detailed and specific that Metro could satisfactorily review the historical levels of labor and parts invested in the maintenance and replacement of any equipment in the Facility.

Metro found the following:

- Contractor satisfactorily addressed and resolved all questions posed by Metro during the review of Contractor's books, records, and accounting data, and demonstrated a thorough and meaningful understanding of the data collection process.

- Contractor's internal bookkeeping and accounting controls provide satisfactory accounting integrity and enable both Metro and Contractor to readily and accurately account for all financial aspects of the solid waste flow, from the point that incoming loads are weighed at the Facility to the point that loads of solid waste, fiber-based fuel, and recoverable materials exit the Facility and proceed elsewhere.
- Contractor maintains adequate records of equipment maintenance and replacement, such that Metro could obtain a detailed historical perspective of levels and frequency of maintenance and replacement.

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LIST OF BACKGROUND MATERIALS AVAILABLE

The following materials are available for review at Metro or can be obtained at the charge listed. Contact Karen Green, Records and Information Specialist, at 503-797-1675.

Current operating contracts for Metro South Station - \$5.00

Current operating contracts for Metro Central Station - \$5.00

Annual and Monthly Reports for each facility - \$3.00

Facility Drawings for Metro South Station - \$12.50

Facility Drawings for Metro Central Station - \$12.50

Contractor Waste Handling Procedures Manual

Metro Central Station Operations Manual (prepared by operator)

Metro Central Station Maintenance Manual (prepared by operator)

Equipment Manuals (available for viewing only)

Permits

Metro's Regional Solid Waste Management Plan

Site Emergency Action Plan

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