



ADDENDUM NO. 1
Issued April 18, 2007

TO

“REQUEST FOR BIDS
FOR
SALE OF CAPACITY OF THE WATERBURY BULKY WASTE
LANDFILL”
(Bid Number 2007E003)
(RFB Issued April 12, 2007)

Note: Bidder is required to acknowledge this and all Addenda in Section 5(a) of the Bid Form.

This Addendum consists of the Connecticut Resources Recovery Authority’s (CRRA) changes to the Request For Bids (“RFB”) Documents to reflect changes in circumstances that have occurred since the RFB was issued.

1. ADDITIONAL SCENARIO

CRRA is amending the Contract Documents to require bidders to include in their bids a fourth Scenario. This fourth Scenario is a sub-scenario of Scenario 2, “Entity Other Than Successful Bidder Operates And Manages The Landfill,” and is designated “Scenario 2B – Payment For Volume Delivered.” The current Scenario 2 is re-designated “Scenario 2A – Payment For Volume Disposed.”

Under both Scenario 2A and Scenario 2B, the Landfill would be operated and managed by an entity other than the successful bidder while the capacity purchased by the successful bidder is being filled. As is the case for the current Scenario 2, under Scenario 2A, the successful bidder would pay CRRA for the volume (in cubic yards) of the capacity used by

the disposed waste. However, under Scenario 2B, the successful bidder would pay CRRA for the volume (in cubic yards) of the capacity of the containers delivered to the Landfill by the successful bidder. The successful bidder would have an exclusive right to deliver Acceptable Solid Waste to the Landfill. The successful bidder would pay for the capacity as it is utilized (on a monthly basis). Under Scenario 2B, the container size would be measured and recorded for each delivery and this information would be used to determine the monthly payment due to CRRA from the successful bidder.

CRRA is hereby revising the Bid Price And Term Form to reflect the addition of Scenario 2B and the addition to Optional Scenario 3 of a comparable sub-scenario. A copy of the revised Form is attached and is available on the CRRA web site under the "Business Opportunities" page. CRRA is also hereby revising Exhibit B to the Agreement to provide a payment procedure for Scenario 2B and a comparable sub-scenario for Optional Scenario 3. CRRA will make whatever other changes are required in the Contract Documents (e.g., to the Exhibit A, the Scope Of Work) to implement the change described in this Section 1.

2. CHANGE IN CAPACITY AVAILABLE

The City of Waterbury ("the City") may be provided with capacity in the Waterbury Bulky Waste Landfill ("the Landfill") for the disposal of Acceptable Solid Waste from the City that is shipped by the City. The City currently ships this waste to the Hartford Landfill for disposal. While the amount of material that the City may ship to the Landfill has yet to be determined, over the last three years (April 2004 through March 2007), the City has shipped an average of 206 tons per month of non-processible MSW to the Hartford Landfill. This is equivalent to an estimated 620 cubic yards per month of material delivered to the Landfill (as opposed to the amount of capacity required to dispose of the material).

The amount of capacity in the Landfill that may be taken up by the Acceptable Solid Waste from the City would depend on a number of factors including, but not limited to, the amount of time that it takes to fill the capacity purchased by the successful bidder and the efficiency with which material is emplaced in the Landfill.

Providing capacity for shipments of Acceptable Solid Waste from the City of Waterbury in the Landfill would impact the Scenarios described in the RFB in the following ways:

(a) Record Keeping

Under all Scenarios and sub-Scenarios, whoever operates and manages the Landfill would be required to maintain records documenting the volume (in cubic yards) of the containers delivered to the Landfill by the City. As for all shipments to the Landfill, the containers of Acceptable Solid Waste shipped by the City would not be allowed to be filled above the top of the container.

(b) Reconciliation

When the capacity that has been purchased by the successful bidder is filled and as part of the reconciliation process, the volume of material delivered to the Landfill by the City would be deducted from the volume of the capacity

purchased by the successful bidder. The successful bidder would not have to pay CRRA for the capacity of the material shipped to the Landfill by the City.

If capacity is provided at the Landfill for the City's Acceptable Solid Waste, CRRA would make whatever changes are required in the Contract Documents to implement the changes described in this Section 2.

BID PRICE AND TERM FORM

Name of Bidder (Firm):	
------------------------	--

Each bidder shall submit a Bid Price And Term Form as part of its bid. Bidders should carefully review the Scope Of Services for the work (**Exhibit A** to the Agreement) prior to preparing the Bid Price And Term Form. Bidders must provide bid prices and bid terms for each scenario for which they are requested in this Bid Price And Term Form.

Prices submitted shall be inclusive of any and all costs associated with performing the Work specified in the Scope Of Work, including, but not limited to, the costs of mobilization, demobilization, labor, supervision, materials, equipment, tools, transportation, licenses and permits, insurance and any other items, services or activities that will be required to complete the Scope Of Work.

For reconciliation purposes (see **Exhibit B** to the Agreement), the “per cubic yard” price used in the reconciliation will be calculated based on the estimated capacity available (41,300 cubic yards for Scenario 1 and Scenario 2 and an additional 84,700 cubic yards for Optional Scenario 3) and the bidders lump sum bid price for the capacity.

1. SCENARIO 1 – BIDDER OPERATES AND MANAGES THE LANDFILL

1.1 Lump Sum Payment By Bidder To CRRA For The Remaining Capacity And Operation And Management Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill and for operating and managing the Landfill while the capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

1.2 Lump Sum Payment By CRRA To Bidder For Relocating An Estimated 7,700 Cubic Yards Of Material

Bidder proposes that CRRA pay to the Bidder (or credit against amounts that might otherwise be owed to CRRA by the Bidder) the following lump sum amount for the Bidder to relocate an estimated 7,700 cubic yards of waste material to an adjacent area of the Landfill to correct an existing condition.

\$
(Use Figures)
(Use Words)

1.3 Term Of The Work

Bidder proposes that it will complete filling the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin filling the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months

	Months
--	--------

2. SCENARIO 2 – ENTITY OTHER THAN BIDDER OPERATES AND MANAGES THE LANDFILL

2.1 Scenario 2A – Payment Based On Volume Disposed – Lump Sum Payment By Bidder To CRRA For The Remaining Capacity Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the remaining capacity (i.e., an estimated 41,300 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$
(Use Figures)
(Use Words)

2.2 Scenario 2B – Payment Based On The Volume Delivered – Per Unit (Cubic Yard) Payment By Bidder To CRRA For The Remaining Capacity Of The Landfill

Bidder proposes to pay to CRRA the following unit price for each cubic yard of Acceptable Solid Waste delivered to the Landfill by the Bidder. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$	Per Cubic Yard
(Use Figures)	
(Use Words)	Per Cubic Yard

2.3 Term Of The Work

Bidder proposes that it will complete delivery of waste to fill the remaining capacity of the Landfill (i.e., an estimated 41,300 cubic yards) in the following number of months from the time Bidder receives a Notice To Proceed from CRRA to begin delivery of waste to fill the remaining capacity. The term proposed by Bidder shall not be more than 12 (twelve) months. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

	Months
--	--------

3. SCENARIO 3 (OPTIONAL) – ADDITIONAL CAPACITY BECOMES AVAILABLE

CRRA is considering acquiring an abandoned railroad embankment to the south of the Landfill. If CRRA acquires the embankment, the amount of capacity available for landfill would increase by an estimated 84,700 cubic yards. Filling this capacity would be an optional Scenario under the Agreement to be implemented at CRRA’s sole and absolute discretion.

If CRRA purchases the abandoned railroad embankment and issues to the Bidder, at CRRA’s sole and absolute discretion, a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario 3 will be implemented through an amendment to the Agreement pursuant to Section 2.8 of the Agreement. Such an amendment shall only address indeterminate terms of the Agreement related to the Work involved with Scenario 3. If CRRA does not issue a Notice To Proceed with Scenario 3 by January 1, 2008, Scenario will not be implemented.

If Scenario 3 is implemented, the additional capacity purchased by the Bidder must be filled by October 1, 2008.

3.1 Scenario 3A - Bidder Operates And Manages The Landfill – Lump Sum Payment By Bidder To CRRA For The Additional Capacity Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e., an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available, and for operating and managing the Landfill while the additional capacity purchased by the Bidder is being filled.

\$
(Use Figures)
(Use Words)

3.2 Scenario 3B – Entity Other Than Bidder Operates And Manages The Landfill

3.2.1 Scenario 3B1 – Payment Based On Volume Disposed - Lump Sum Payment By Bidder To CRRA For The Additional Capacity Of The Landfill

Bidder proposes to pay to CRRA the following lump sum amount for the additional capacity (i.e. an estimated 84,700 cubic yards, which includes waste disposal capacity and the capacity required for cover soils, which cover soils will be provided by CRRA) of the Landfill, if such additional capacity becomes available. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the additional capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$
(Use Figures)
(Use Words)

3.2.2 Scenario 3B2 – Payment Based On Volume Delivered – Per Unit (Cubic Yard) Payment By Bidder To CRRA For The Additional Capacity Of The Landfill

Bidder proposes to pay to CRRA the following unit price for each cubic yard of Acceptable Solid Waste delivered to the Landfill by the Bidder, if such additional capacity becomes available. An entity other than the Bidder will operate and manage the Landfill under contract to CRRA while the additional capacity purchased by the Bidder is being filled. Bidder will not be permitted to make more than 65 deliveries per day of Landfill operation to the Landfill.

\$	Per Cubic Yard
(Use Figures)	
(Use Words)	Per Cubic Yard

CONTRACT PRICE AND TERM AND PAYMENT PROCEDURES

1. CONTRACT PRICE

[The Contract Price will be added by CRRA based on the successful bidders Bid Price And Term Form as such Form may be modified as a result of negotiations between CRRA and the successful bidder.]

2. CONTRACT TERM

[The Contract Term will be added by CRRA based on the successful bidders Bid Price And Term Form as such Form may be modified as a result of negotiations between CRRA and the successful bidder.]

3. PAYMENT PROCEDURES

The payment procedures shall be as follows.

3.1 Scenario 1 – Contractor Operates And Manages The Landfill

Under Scenario 1, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with landfilling and operation and management of the currently remaining capacity, Contractor shall pay CRRA an amount equal to 25% of the Contractor's lump sum Contract Price for the capacity. Thereafter, for five (5) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 15% of the lump sum Contract Price for the capacity under Scenario 1. Regardless of the Contract Term, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

If CRRA requires Contractor to relocate the estimated 7,700 cubic yards of material, CRRA shall credit against the amount otherwise owed to CRRA by the Contractor the amount of the Contractor's lump sum Contract Price for such relocation.

3.2 Scenario 2 – Entity Other Than Contractor Operates And Manages The Landfill

3.2.1 Scenario 2A – Payment Based On Volume Disposed

Under Scenario 2A, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with providing Acceptable Solid Waste to fill up the currently remaining capacity, Contractor shall pay CRRA an amount equal to 25% of the of the Contractor's lump sum Contract Price for the capacity. Thereafter, for five (5) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 15% of the lump sum Contract Price for the capacity under Scenario 2. Regardless of the

Contract Term, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

3.2.2 Scenario 2B – Payment Based On Volume Delivered

Under Scenario 2B, within 30 days of the end of a month during which Contractor has delivered Acceptable Solid Waste to the Landfill to fill up the currently remaining capacity, Contractor shall pay CRRA Contractor's per unit (cubic yard) Contract Price multiplied by the volumes of the containers delivered, regardless of how full the containers are.

3.3 Scenario 3 (Optional) – Additional Capacity Becomes Available

3.3.1 Scenario 3A – Contractor Operates And Manages The Landfill

If CRRA implements the Optional Scenario 3, under Scenario 3A, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with providing waste to fill the additional capacity, Contractor shall pay CRRA an amount equal to 10% of the Contractor's lump sum Contract Price for the Optional Scenario 3 capacity. Thereafter, for eight (8) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 10% of the Contractor's lump sum Contract Price for the capacity under Optional Scenario 3. Regardless of the Contract Term for Optional Scenario 3, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

3.3.2 Scenario 3B – Entity Other Than The Contractor Operates And Manages The Landfill

3.3.2.1 Scenario 3B1 – Payment Based On Volume Disposed

Under Scenario 3B1, within 30 days of CRRA issuing to the Contractor the Notice To Proceed with providing Acceptable Solid Waste to fill up the currently remaining capacity, Contractor shall pay CRRA an amount equal to 10% of the of the Contractor's lump sum Contract Price for the capacity. Thereafter, for eight (8) months, Contractor shall pay CRRA at the beginning of each month an amount equal to 10% of the lump sum Contract Price for the capacity under Optional Scenario 3. Regardless of the Contract Term, Contractor is required to pay the full Contract Price for the capacity within the time period specified in the foregoing.

3.3.2.2 Scenario 3B2 – Payment Based On Volume Delivered

Under Scenario 3B2, within 30 days of the end of a month during which Contractor has delivered Acceptable Solid Waste to the Landfill to fill up the additional, Contractor shall pay

CRRA Contractor's per unit (cubic yard) Contract Price multiplied by the volumes of the containers delivered, regardless of how full the containers are.

4. RECONCILIATION

For all Scenarios except Scenario 2B and Scenario 3B2, when the Landfill reaches its permitted waste capacity, CRRA will conduct a post-operations topographic survey and compare it to the mutually agreed upon pre-operations survey to determine the actual volume of air space consumed by the Contractor's operations. At its own expense, the Contractor may conduct its own post-operations topographic survey to verify the survey conducted by CRRA. Once CRRA and the Contractor mutually agree upon the total volume of airspace consumed by the Contractor's utilization of the capacity Contractor purchased, CRRA and Contractor shall reconcile the per cubic yard billing records so that the Contractor pays CRRA for the actual amount of airspace consumed by the Contractor's utilization of the capacity Contractor purchased.

For reconciliation purposes, the "per cubic yard" price used in the reconciliation will be calculated based on the estimated capacity available (41,300 cubic yards for Scenario 1 and 2 and an additional 84,700 cubic yards for optional Scenario 3) and the lump sum Contract Price for the capacity

All topographic surveys conducted for the purpose of determining the capacity of the Waterbury Landfill must be conducted by a professional land surveyor licensed by the State of Connecticut. All topographic surveys must meet or exceed the accuracy of Class T-2, as defined by the Connecticut Association of Land Surveyors.