



**CONTRACT DOCUMENTS
FOR
THE OPERATION OF THE
METRO SOUTH AND
METRO CENTRAL
TRANSFER STATIONS**

**BETWEEN METRO AND
BFI WASTE SYSTEMS OF
NORTH AMERICA, INC.**

Metro Contract No. 926063

January 2005

Prepared by:
METRO

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METRO

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AGREEMENT

BFI Waste Systems / North America, Inc. *MA*

4/27/05

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

Contractor and Metro agree as follows:

1. Contract

The Contract consists of this Agreement, the Performance and the Labor and Materials Payment Bonds (and/or Letter(s) of Credit), the General Conditions, the Specifications, 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 in the Contract, and Contractor's proposal as modified in Agreement Exhibit #1, attached to this Agreement. No amendment of, or change order made to, this Contract shall be construed to release either party from any obligation contained in the Contract except as specifically provided in any such amendment or change order.

2. Contractor's Performance of Work

In consideration of Metro's payments described in Section 3 of this Agreement, Contractor agrees to perform the Work described in the Contract and 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. Contractor further agrees to fully comply with each and every term, condition, and provision of the Contract.

3. Metro's Payment of Contract Amount

In consideration of Contractor's performance of the Work described in the Contract, Metro agrees to pay contractor the amount provided, and in the manner described, in the Contract.

4. Additional or Deleted Work

Contractor shall, when so instructed by Metro under the procedures of the Contract, perform additional Work or delete Work in accordance with the Contract. The amount of any increase or decrease in payments by Metro to the Contractor as a result of additional or deleted Work shall be determined pursuant to the applicable provisions of the Contract.

5. Term

The Contract shall take effect on April 1, 2005, and remain in full force and effect through and including March 31, 2010, as more fully described in the Contract. The initial term of the Contract may be extended only by a written change order signed by Metro and Contractor.

6. Remedies for Default

If Contractor fails to perform as specified in the Contract, Metro shall be entitled to all the rights and remedies which this Contract provides, as well as all remedies provided by law. This Contract shall not be construed as limiting or reducing the legal remedies that 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 of the Contract.

8. Entire Agreement

The Contract constitutes the final written expression of all of the terms of this Agreement and is 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 the written Contract shall be given no force and effect. This Contract 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.

BFI Waste Systems of North America, Inc. *MS* 1/27/05
~~BROWNING-FERRIS INDUSTRIES, INC.~~ *MS*

By: *MLH*
Print Name: *MIKE HUYCKE*
Title: *Authorized Agent*
Date: *1/6/05*

METRO
By: *[Signature]*
~~Michael Jordan~~
~~Chief Operating Officer~~
Contracts Mgr.
Date: *12/18/04*

Agreement Exhibit #1

Modifications to Contractor's Proposal

1. Contractor's Price Schedule for this Agreement shall be the attached "Final Price Schedule" dated 9/10/04.
2. Contractor shall not be required to provide the densifier proposed for Bay #3 at Metro South Station as contained in its Proposal.
3. Clean Exhaust Program- Subject to Metro's review and approval, Contractor shall install Diesel Particulate Filters (or Diesel Oxidation Catalysts or other pollution control devices if filters are deemed inappropriate) on all new onsite rolling stock utilizing diesel fuel. Contractor shall use ultra low sulfur diesel fuel (ULSD) for all onsite rolling stock using diesel fuel. Metro shall reimburse Contractor for the additional direct costs for installation and maintenance of the diesel particulate filters (or Diesel Oxidation Catalysts or other pollution control devices if filters are deemed inappropriate) and the additional cost of ULSD over the cost of low sulfur diesel, subject to the following limitations:
 - Metro shall not be obligated to reimburse the Contractor for an amount greater than \$100,000 for the fiscal year ending June 30, 2005;
 - Metro shall not be obligated to reimburse the Contractor for an amount greater than \$15,000 for any subsequent Metro fiscal year (Metro's fiscal year is July 1st through June 30th) for subsidizing the ULSD.
 - Metro may, at its sole discretion, make additional funds available to replace diesel particulate filters (or Diesel Oxidation Catalysts or other pollution control devices if filters are deemed inappropriate) that reach their useful life and to install diesel particulate filters (or Diesel Oxidation Catalysts or other pollution control devices if filters are deemed inappropriate) in new or old equipment.

**Final Price Schedule
9/10/04**

METRO SOUTH ONLY ITEMS

1. Fixed Annual Payment for Waste Transfer	\$1,815,600
2. Per Ton Price for each ton in excess of 17,000 tons per Month	\$8.46
3. Per Ton Price for each ton of source separated yard debris/wood	\$35.62
4. Per Ton Price for each ton of source separated clean drywall	NA
5. Per Ton Price for each ton of source separated asphalt roofing material	NA
6. Contractor's Recovery Guarantee	15%
7. Fixed Annual Payment for Waste Recovery	<u>\$344,556</u>

METRO CENTRAL ONLY ITEMS

1. Fixed Annual Payment for Waste Transfer	\$2,030,400
2. Per Ton Price for each ton in excess of 18,000 tons per Month	\$8.93
3. Per Ton Price for each ton of source separated yard debris/wood	\$35.62
4. Per Ton Price for each ton of source separated clean dry wall	NA
5. Per Ton Price for each ton of source separated asphalt roofing material	NA
6. Per Ton Price for each ton of source separated organics	\$8.50
7. Contractor's Recovery Guarantee	17%
8. Fixed Annual Payment for Waste Recovery	<u>\$344,556</u>

Items for Both Stations

1. Per Ton Bonus Recovery Credit	\$13.72
2. Percentage of CPI proposed (cannot exceed 75%)	75%

Other Payments

A. Per Ton Compaction Bonus	\$ 8.01
B. Per Ton Compaction Deduction	\$16.02
C. Per Load Overload Adjustment	\$19.58
D. Per Ton Recovery Credit/(Disposal Cost Reimbursement)	\$33.78