

**CONTRACT FOR THE COLLECTION OF RECYCLABLES FROM CITY
RECYCLING DROP-OFF SITES
SPECIFICATION NO. 08-048**

THIS CONTRACT MADE AND ENTERED INTO this ____ day of _____
2008, by the between the City of Lincoln, Nebraska, a municipal corporation, and Von Busch and
Son's Refuse, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City has solicited bids for the collection of recyclables at City
sponsored recycling drop-off sites in accordance with the specifications which are made part of
this contract by reference:

WHEREAS, the Contractor has submitted a bid in response thereto which has been
accepted by the City and is on file in the office of the City Clerk, as a matter of public record and
is made a part of this contract by reference;

NOW THEREFORE, the City and the Contractor do hereby agree to the terms,
conditions, and covenants set forth below:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth
during the term of this Contract Agreement for the following unit prices:

1.1 Food and Beverage Compartmentalized Roll-off Recycling Containers:

- A. City Sites: \$62.15 Per Pull
- B. County Sites: \$73.45 Per Pull
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
 \$2.00 Per cubic yard of material outside containers

1.2 Newspaper Roll-off Recycling Containers:

- A. City Sites: \$62.15 Per Pull
- B. County Sites: \$73.45 Per Pull
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
 \$2.00 Per cubic yard of material outside containers

1.3 Newspaper 2 Cubic Yard Recycling Containers:

- A. City Sites: \$1.80 Per Cu. Yd. Emptied
- B. County Sites: \$2.40 Per Cu. Yd. Emptied
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
 \$1.80 Per cubic yard of material outside containers

1.4 Residential Mixed Paper Recycling Containers:

- A. City Sites: \$1.80 Per Cu. Yd Emptied
- B. County Sites: \$2.40 Per Cu. Yd. Emptied

- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
\$1.80 Per cubic yard of material outside containers
- 1.5 Cardboard Recycling Containers
- A. City Sites: \$1.47 Per Cu. Yd Emptied
- B. County Sites: \$2.25 Per Cu. Yd Emptied
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
\$1.47 Per cubic yard of material outside containers
- 1.6 Waste Collection and Clean-up Fee:
- A. Monday, Wednesday, Friday Service \$80 Per site per month
- B. Monday, Friday Service \$60 Per site per month
- C. Site Monitoring Fee for Sites With No Waste Container \$30 per month
- D. Waste Collection Fee for Sites With 90 Gallon Tote Emptied Three Times
per Week \$25 per month.
- 1.7 Banned/Bulky Item Fee:
- | | | |
|--|----------------|---------------------------|
| | <u>\$7.50</u> | Per Tire |
| | <u>\$25.00</u> | Per Appliance |
| | <u>\$25.00</u> | Per Yard Waste Occurrence |
| | <u>\$25.00</u> | Per Bulky Item |
| | <u>-0-</u> | (Other) |
- 1.8 Special Saturday or Sunday Collection Charges:
- A. Saturday Special Collection Charges:
- Roll-off Containers: \$50 Per Day
- 2 cu. yd. Rear-load containers: -0- Per Day
- 8 cu yd front load containers: -0- Per Day
- B. Sunday Special Collection Charges:
- Roll-off Containers: \$50 Per Day
- 2 cu. yd. Rear-load containers: -0- Per Day
- 8 cu yd front load containers: -0- Per Day
- 1.9 Fees shall be assessed only when container is emptied or serviced. For example, if there are 2 - 8 cubic yard cardboard containers at a particular site and one of the containers has little or no material in it and is not emptied, there shall not be a fee assessed for servicing the container.
2. This is a multi-year contract to be approved, after public hearing, by the City Council. The term of this contract shall start June 1, 2008 and last until May 31, 2012.

3. The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year. The City will give the Contractor 30 calendar day's written notice of termination for lack of appropriated funds.
4. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
5. The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, employees in performance of this agreement. The Contractor shall not be obligated to indemnify the City for the City's own negligence.
6. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
7. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts, which is hereby made a part of this Contract.
8. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.
9. *Jake Warren Smith* or his/her designated representative, is the Contractor's agent responsible for the coordination of the agreement.

WORK REQUIREMENTS

10. The Contractor shall supply all labor, materials, equipment, supplies, and facilities necessary to collect and transport recyclables deposited at 32 recycling drop-off sites as outlined in the bid specifications and this contract.
 - 10.1 Recyclables include newspapers, residential mixed paper, cardboard, color separated glass bottles and jars, tin cans, aluminum cans, plastic #1 & 2 plastic bottles and containers.
 - 10.1.1 During the term of the agreement other recyclable items may be added to the collection program upon approval from the City, the collection and processing Contractors.
 - 10.1.2 In the event that more than one Contractor services the drop-off sites and additional materials are added to the existing collection contract(s), the type of collection container used to collect the material shall determine the Contractor that will provide collection services for the new material.
11. The Contractor shall provide all recycling containers for each drop-off site, except those specified identified in item No. 12 below. The following type of recycling containers shall be used to collect specific recyclables at the recycling drop-off sites.

- 11.1 Food and Beverage Containers (aluminum cans, tin cans, clear, green, and brown glass bottles, and plastic #1 and #2 bottles and containers) shall be collected in compartmentalized roll-off boxes with 25 to 30 cubic yard capacity.
 - 11.1.1 A total of 19 compartmentalized food and beverage container roll-offs must be provided by the Contractor
 - 11.1.2 The size of compartments for the roll-off containers should approximate the sizes outlined in Attachment 3.
 - 11.1.3 Containers must be enclosed with either porthole or door openings for the public to deposit material and have a door locking mechanism to ensure material does not fall out of the container while transporting it to the recycling processor contractor.
 - 11.1.4 Aluminum can compartment doors shall have portholes approximately twelve inches in diameter and doors welded shut to minimize scavenging of aluminum cans at the recycling sites
 - 11.1.5 The City reserves the right to combine aluminum and tin cans into one compartment to minimize scavenging by the public.
- 11.2 Residential mixed paper (RMP) and old corrugated containers (OCC) shall be collected in 8 cubic yard, front-end loader containers.
 - 11.2.1 A total of 25 RMP containers and 38 OCC containers must be provided by the contractor.
 - 11.2.2 Containers must be modified with a "mail slot" opening at the front of the containers.
 - 11.2.2.1 The opening for the residential mixed paper container shall be a minimum of 30 inches wide and 9 inches high.
 - 11.2.2.2 The opening for the cardboard container shall be a minimum of 48 inches wide and 6 inches high.
 - 11.2.3 If possible, the containers should have no side doors. If the containers do have side doors, they must be welded shut and lids must have a locking mechanism to restrict public access and to reduce litter.
 - 11.2.4 At sites with space limitations or high usage, the City reserves the right to convert the collection equipment for residential mixed paper and cardboard to a 30 cubic yard compartmentalized roll-off box.
- 11.3 Newspapers shall be collected in a 25 to 30 cubic yard roll-off box or in 2 cubic yard rear load containers depending on site location.
 - 11.3.1 A total of 9 newspaper roll-off boxes and 66-2 cubic yard rear load containers must be provided by the Contractor.
 - 11.3.2 Containers must be enclosed with lids, doors, porthole, or "mail slot" type openings on the side to ensure water does not get into the container and paper does not blow out of the container at the site or in transport to the recycling processing center and allows for maximum utilization of space in the container.
 - 11.3.3 At sites with space limitations or high usage, the City reserves the right to convert from 2 cubic yard containers to a 25 to 30 cubic yard roll-off container for newspaper.

- 11.4 The City must approve any container specification or design of container for any recycling drop-off sites prior to the contractor purchasing the recycling containers.
 - 11.4.1 The City reserves the right to request modifications to container design due to anticipated problems that may arise during the term of the contract.
- 11.5 The Contractor shall label each contractor owned containers with a unique inventory number and share the inventory list with the City of Lincoln.
12. The City currently owns 10-25 cubic yard, 1-28 cubic yard and 3- 30 cubic yard compartmentalized roll-off containers with slanted roofs: 1-28 cubic yard newspaper recycling container with slanted roof: 1-30 cubic newspaper container with slanted roof: 8-2 cubic yard rear load newspaper containers; and 4-8 cubic yard mixed paper and 5-8 cubic yard cardboard front-load containers. The successful bidder may utilize this equipment with no lease cost.
 - 12.1 Each City-owned container will be labeled with a unique inventory number by the City.
 - 12.2 The Contractor shall be responsible for repairing any damage to the City owned containers caused by the Contractor.
13. The Contractor shall maintain all collection containers, including City-owned containers, in a well-maintained and good working condition.
 - 13.1 The Contractor shall inspect containers at the recycling site on each service trip to the recycling drop-off site and identify any containers in need of repair.
 - 13.1.1 Inspection shall include all lids, doors, locking mechanism for doors and lids, door hinges, decal replacement, rust, etc.
 - 13.1.2 Repairs shall be done in a timely manner once identified.
 - 13.2 A representative of the City will regularly inspect containers for damaged lids, doors, wheels, locking mechanisms, etc. Upon notification by the City of containers in need of repair, the Contractor shall repair or remove the container from service and replaced by equipment in good working condition within 6 working days.
 - 13.3 Annually, a representative of the City will inspect all the containers and identify any major work related to door or divider hinges, locking mechanism, and rust/paint for the recycling containers. The Contractor shall have 90 calendar days to complete any repairs and repainting of containers following notification by the City. When repainting containers, existing decals shall not be painted over.
14. The cost of maintaining containers at the recycling drop-off sites, including City owned containers, shall be included in the monthly service costs of the containers.
15. All recycling containers designs, color, and decals must be approved by the City of Lincoln.
16. Approximately 7,100 tons of recyclables were collected from the recycling drop-off sites in FY 06-07.
 - 16.1 The quantities of recyclables received in FY 06-07 should not be construed in anyway as a guarantee of quantity.
 - 16.2 The recyclables will be deposited by the general public from throughout the City and County. As such, there will be a certain amount of contaminants mixed with the recyclables.

- 16.3 The processing contractor shall have the right to reject loads of recyclable material that, in their opinion, have an excessive amount of contamination.
 - 16.3.1 In the event that a compartmentalized roll-off box of recyclables is rejected and it is determined that the contamination is the result of improperly secured divider doors in the roll-off box, the contractor shall take the load to their facility and sort the recyclables to meet the Processor Contractor's material requirements.
- 16.4 During the term of the contract the City reserves the right to modify its recycling program and emphasize residential curbside recycling for single through 4-plex structures.
 - 16.4.1 The City reserves the right to close selected recycling drop-off sites
 - 16.4.2 The City would maintain a limited drop-off program within the City for multi-family dwelling units and residents living outside of Lincoln.
17. The Contractor(s) shall service each recycling site and transport the material to a processing contractor within the corporate limits of the City of Lincoln.
 - 17.1 During the term of the contract the processing contractor may redirect all or specific recyclable materials to a different facility within the corporate limits of the City of Lincoln.
 - 17.2 During the term of the contract the City reserves the right to redirect all or specific recyclable materials to another recycling processing center within the 3 mile jurisdictional limit of the City of Lincoln.
18. The Contractor must be able to service the drop-off sites daily except on authorized holidays. Holidays that are authorized for observance by the Contractor are: New Year's Day, Thanksgiving Day, and Christmas Day.
 - 18.1 The Contractor shall service the drop-off sites between 7:00 a.m. and 5:00 p.m.
 - 18.1.1 The City reserves the right to restrict the hours that the contractor can service a particular recycling drop-off site.
 - 18.2 The Contractor shall adjust their collection schedule before and after authorized holidays to ensure that recycling containers do not become full and material is placed outside the containers.
19. The frequency of collection for the recyclables depends on participation levels, size of collection containers, and amount of materials deposited by the public at each recycling drop-off site.
 - 19.1 The drop-off sites shall be serviced in a manner which minimizes dumping of recyclables outside the recycling containers during peak usage periods.
 - 19.2 The Contractor shall follow the collection frequency identified in Attachment 4.
 - 19.2.1 The collection frequency for recyclable material will vary from site to site.
 - 19.2.2 The Contractor may adjust the collection schedule for particular recyclable materials and/or recycling sites but the Contractor must have prior approval from the City of Lincoln.
 - 19.2.3 The City reserves the right to specify the collection schedule and frequency due to usage of the site and space limitations. This includes servicing the recycling containers on Saturdays and/or Sundays.

- 19.2.3.1 Every effort shall be made to add containers to increase storage capacity to meet peak demand usage and size of recycling site prior to requesting Sunday servicing of containers.
- 19.2.3.2 The following sites require Saturday and Sunday collection for cardboard: Union College, 53rd and Calvert; East High, 70th and A Street; Centra Plaza, 48th and R Street; Russ's Market; Leon's Food Mart, 32nd and South Street; Highlands Fire Station, 5435 NW 1st St.; Russ's Market, 63rd & Platte Avenue; Pepsi Distribution Facility, 1901 Windhoek Drive; West P Street and NW Roundhouse Drive; Russ's Market, 33rd & Highway 2; Trabert Hall, 12th & South St.;
- 19.2.3.4 The following sites require a Saturday collection of cardboard: West P Street; 48th Street Transfer Station, 5101 N. 48th St.; UL Downtown 1200 N. 17th St.; Gates of Praise Church, 70th & Vine Street; Russ's Market, Coddington and West A St; Hamilton College, 19th & L St.;
- 19.2.3.5 All cardboard collection sites require service on Monday of each week.

19.2.4 In the event the Contractor has mechanical problems with collection equipment or limited personnel which do not allow it to service recycling containers or particular recycling sites they shall notify the Recycling Coordinator and inform them of the Contractor's plan to service the site(s).

19.2.5 In the event that a site has continuous problems with recyclables dumped outside the containers, the City will notify the Contractor to develop a plan of action to correct the problem. Said plan may include increasing collection frequency, or adding recycling containers.

19.2.6 The number and type of recycling containers, location of recycling containers at particular sites, and collection schedules for specific recyclables at drop-off sites may be adjusted by the City during the term of the agreement.

19.2.7 New drop-off sites may be added or existing sites may be closed by the City.

20. The Contractor shall ensure that recyclables do not spill, leak, or blow out of collection containers when transporting the recyclables to the recycling processing center. In the event this occurs, the Contractor shall be responsible for clean up of all spills, leaks, or litter that has occurred.

21. The collection Contractor is responsible for any damages at the recycling site caused by the Contractor.

21.1 This shall exclude any damages to the site parking lot or driveway caused by the weight of the collection equipment.

22. The Contractor shall be required to maintain an answering service after office hours accepting complaints and customer calls.

22.1 The Contractor shall provide decals of the firm's phone number on the roll-off boxes and 8 cubic yard containers.

- 22.2 A daily log of any call received shall be maintained by the Contractor as well as an explanation of how the Contractor responded to the call. Said log shall be available for inspection by City staff upon request.
- 23. The Contractor shall provide waste containers at each site requested by the City and shall be responsible for removing nonrecyclables and illegally dumped material.
 - 23.1 The Contractor which services the roll-off containers shall provide waste containers at each site for users of the site to place plastic bags, bottle caps, and broken glass.
 - 23.1.1 The minimum sized container for waste containers in the City of Lincoln shall be a 2 cubic rear load container.
 - 23.1.1.1 A 90 gallon cart may be used at selected sites with approval by the City of Lincoln.
 - 23.1.2 A listing of the type of waste container at each site and collection frequency is listed in Attachment 4.
 - 23.1.3 The Contractor does not need to provide waste containers for the following locations: UL Food Stores (1200 North 17 Street);the 48th Street Transfer Station, Air Park Recreation Center, Highlands Fire Station, North Star High School, A & J Recycling Center, 27th and Pine Lake Road, Bennet, Davey, Panama Refuse Transfer Stations, Firth, and the Hickman City Park.
 - 24.1.4 The waste containers at the recycling drop-off sites must be serviced a minimum of three times per week on Monday, Wednesday and Friday.
 - 24.1.5 Waste containers must be clearly marked that it is for waste items from the recycling site only - not household trash.
 - 24.1.6 All waste and illegally dumped material deposited at the recycling sites must be properly handled and transported to the City owned Bluff Road Landfill located at 6101 Bluff Road.
 - 24.1.7 The Contractor may subcontract waste collection at rural Lancaster County Recycling sites.
 - 24.2 The Contractor shall remove and properly dispose of litter, furniture, tires, household trash, yard waste, and any other nonrecyclable items deposited at the recycling sites in a timely manner.
 - 24.2.1 Any material banned from landfill disposal(batteries, tires, yard waste, appliances, used oil, paint etc.) that are deposited at the recycling sites must be managed in a manner to comply with local, state and federal regulations.
- 25. The Contractor shall maintain all recycling drop off sites in a neat and sanitary condition and shall be responsible for cleaning up litter and spills at all sites.
 - 25.1 Each collection vehicle driver shall inspect the inside and outside of the recycling site while emptying recycling containers to pick-up litter, illegally dumped material or recyclables deposited outside the recycling container/compartment.
 - 25.1.1 The driver shall sweep up any lids, broken glass, newspaper nylon strapping or other litter deposited at the site.
 - 25.1.2 The driver shall pick-up any recyclables deposited outside the recycling container and deposit them in the appropriate container or compartment.

- 25.1.3 The driver shall pick up any illegally dumped material and place inside the waste container.
- 25.1.4 In the event that the waste container will not hold the illegally dumped material, the driver shall notify the Contractor's Headquarters of the illegally dumped material and arrangements made to pick up the material in a timely manner.
- 25.2 The Contractor shall check any illegally dumped waste for receipts or mail with the name and address of the person depositing material. This information shall be forwarded to the Recycling Office along with the time, date, location, and amount of waste that was found.
- 25.3 The Contractor shall pick up any litter from the recycling drop-off site that is blown to adjacent property.
- 26. The Contractor shall notify the City immediately of any damage to the recycling drop-off site screening fencing, gates, parking lot stops or asphalt/concrete parking lot.
 - 26.1 Any out-of-pocket costs to repair any damage to the screening fence, parking lot stops, asphalt or concrete caused by the Contractor shall be reimbursed by the Contractor to the City.
- 27. The Contractor shall not be responsible for disposing of wastes that are suspected to be infectious, hazardous, toxic, or in liquid form. The Contractor shall notify the City if they discover waste that is suspected to be infectious, hazardous, toxic or in liquid form.
- 28. The Contractor shall not dispose of recyclables in the landfill without prior approval by the City of Lincoln.
- 29. The Contractor shall weigh the full load of recyclables delivered to the processing facility and track the amount of material deposited at each drop-off site.
 - 29.1 The amount of recyclable material collected per drop-off site shall be determined by an estimated percent by recyclable item of the total net weight of the recycling container mutually agreed upon between the City and the Contractor.
 - 29.2 The City shall provide an excel spread sheet which the Contractor shall use in tracking materials collected at each recycling drop-off site. An example, of the excel spread sheet appears in Attachment 5.
 - 29.3 Each month the Contractor shall provide a completed excel spread sheet on the quantity of recyclable material collected for each site and the date the material was collected. The monthly report shall be submitted to the City within 10 days after the end of each month.
- 30. In April and November of each year the Contractor using compartmentalized roll-off containers to collect food and beverage containers shall, for a period of no more than two weeks, weigh each compartment of selected containers in order to update the formula to determine the proportional weight of each recycled material in the container.
 - 30.1 This shall require the collection Contractor to weigh the container prior to emptying each compartment from selected recycling drop-off sites.
 - 30.2 Once a percentage formula has been determined for estimating the weight of each recyclable material, the collection Contractor shall only weigh the total load of recyclable materials.

- 30.3 The schedule for weighing the compartments may be adjusted through mutual agreement of both parties.
31. The Contractor shall maintain daily driver logs and records on the servicing of each recycling drop-off site and the total amount of recyclables collected per site.

CITY RESPONSIBILITIES

32. The City shall make the necessary property improvements to locate recycling containers on a hard surface and provide screening for the recycling site.
33. The City shall coordinate with the Contractor on the development of new sites or reconfiguration of current sites to ensure adequate access to recycling containers by the contractor and public or to restrict access to the recycling site by the public.
34. The City shall compare monthly report on volumes collected per day per site provided by the contractor with the processing contractor and notify of the Contractor of any variances between the reports.
35. The City shall schedule and coordinate a monthly meeting with the Contractor to discuss issues associated with the recycling drop-off program.
36. The City shall send written notification to the Contractor via a fax machine or the internet email regarding illegally dumped material or container repairs needed at the recycling drop-off sites.
37. The City shall be responsible for the removal of any infectious, hazardous or liquid material deposited at a recycling drop-off site.
38. The City shall be responsible for any routine maintenance of the parking lot, fencing or landscaping at the recycling drop-off sites.
39. The City shall provide site instruction signs, street directional signs and signs to discourage illegal dumping at each of the recycling drop-off sites.
40. The City shall provide decals for the recycling drop-off containers used by the Contractor to indicate recyclable material to be deposited in the container or compartment.
41. The City reserves the right to purchase recycling drop-off containers during the contract period and replace either city owned or contractor provided containers.

BASIS FOR PAYMENT

42. The Contractor shall submit monthly invoices for each recycling drop-off site, no later than the tenth day of the month, to the City. The invoice shall indicate the number of service trips and cubic yards serviced, the unit cost for collecting the recyclable material, the total cost to collect recyclables per trip or cubic yard., special handling fees for banned material and the total sum of money that is to be paid to the Contractor for collection services.
43. The City shall review the submitted documentation with each monthly bill and verify the amount due the Contractor. In the event that any penalties or damages are assessed, the City shall correct the invoice and pay the Contractor within thirty (30) days from the receipt of the invoice.

PENALTIES AND DAMAGES

44. The following acts or omissions are considered breaches of contract for which damages may be assessed against payment due the Contractor or added to payments due the City of Lincoln.

44.1 The City shall provide written email or facsimile notification to clean up litter, household trash, or debris from a particular recycling drop-off site, or dropped from the transport vehicle(s) at any location. If the clean up has not been completed by the end of the workday (no later than 7:00 p.m.), the City shall cause the same to be completed and will bill the Contractor for any expenses incurred by the City.

44.1.1 When notification to the Contractor is received after 2:00 p.m. of a given day, the Contractor shall make every attempt to correct the problem that same day. If the site is not cleaned up by noon the following day, the City shall cause the same to be completed and will bill the Contractor for expenses incurred by the City.

44.2 Failure to empty full recycling container(s) at a particular drop-off location within six hours of e-mail or facsimile notification by the City of Lincoln.

44.2.1 If the contractor is notified after 2:00 pm, the Contractor shall have the container serviced by noon the following day.

44.2.2 If said site is not serviced within the above times of written email or facsimile notification by the City of Lincoln, the City shall cause the same to be completed and will bill the Contractor for expenses incurred by the City.

44.3 Failure of a driver servicing recycling drop-off site to pick up recyclables placed outside recycling container(s), broken glass, lids, newspaper nylon straps, or other litter at recycling drop-off site. \$20 per occurrence.

44.4 Failure to repair or repaint recycling containers within allowed time frames. The City shall cause the same to be completed and will bill the Contractor for expenses incurred by the City.

45. Should the Contractor not comply with the terms of the contract, the City may declare a material breach of the contract and terminate this Agreement. Termination rights due to Contractor's failure to perform may be exercised only after City gives ten (10) days written notice. After notice to the surety Company, the performance bond required hereunder will be utilized.

OTHER MATTERS

46. As further security for the performance of this contract and in order to assure the City of Lincoln's continued operation of the Recycling Drop-off Sites, the Contractor shall supply within fifteen (15) days of notice of award of the contract a "Contract and a Performance Bond" written on a minimum of an annual basis, on forms required by the City of Lincoln, in an amount equal to twenty-five (25) percent of the total estimated annual contract amount, but not less than \$90,000.00. Such Performance Bond to be used as security for the performance of the contract. Such Performance Bond shall be maintained for the entire term of this contract and/or renewal.

The surety on the "Contract and the Performance Bond" shall be a duly authorized surety company, licensed to do business in the State of Nebraska, satisfactory to the City of Lincoln.

46.1 No surety company will be accepted as a bonder that does not have a permanent agent or representative in Lancaster County, Nebraska, upon whom notices may be served; service of such agent or representative in Lancaster County shall be equal to service of such notice on the president or other such officer as may be concerned.

46.2 Should the surety company acting as bonder remove its permanent agent or representative from Lancaster County, the Contractor shall then furnish the City of Lincoln with new surety bond conforming to the above described requirements.

47. The Contractor shall collect and transport recyclables and wastes in compliance with local, state and federal regulations.

48. In the event that a flood warning is issued for a waterway in Lincoln and there is a recycling drop-off site located in the flood plain of the waterway the City and Contractor shall institute the flood management plan for recycling drop off sites in Attachment 5.

49. Any amendments to this agreement must be made in writing and acceptable to both parties.

50. This agreement cannot be assigned to others without prior approval by the City. In the event the City approves of the assignment of this agreement, it shall be binding upon the heirs, successors, and assigns of the parties hereto.

51. This agreement shall be governed by the laws of the State of Nebraska.

Dated this 2nd day of April, 2008

CONTRACTOR

CITY OF LINCOLN

Witness

Attest:

John Von Busch
President/CEO

City Clerk

VON BUSCH + SON, INC
Company Name

Chris Beutler, Mayor

420 West A St
Address

Lincoln NE 68522
City State Zip