

WASTE CONNECTIONS

GERING, NEBRASKA

THIS CONTRACT made and entered into this ____ day of _____ 20__, by and between the CITY OF BRIDGEPORT; a municipal corporation, hereinafter referred to as CITY, and Waste Connections of Nebraska, hereinafter referred to as CONTRACTOR.

1. EQUIPMENT PROVIDED BY CONTRACTOR

CONTRACTOR agrees to furnish and maintain suitable equipment and containers at their own expense, which equipment and containers shall meet with the approval of the CITY at all times, and shall be suitable and adequate for the collection of solid waste between pick-up times by the CONTRACTOR. CONTRACTOR shall be responsible for the maintenance, sanitation and marking of all containers; and policing of all garbage and yard waste in all containers. CONTRACTOR shall be responsible for removing all non compliant materials from yard waste containers prior to dumping in CITY owned organic landfill. CONTRACTOR shall maintain a solid waste container at the CITY owned organic landfill to deposit non-compliant solid waste that was placed into yard waste containers.

2. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that CONTRACTOR is an independent contractor, and CONTRACTOR shall be responsible for insuring his equipment and his employees and for obtaining general liability insurance as hereafter provided for.

3. INSURANCE

CONTRACTOR shall provide workers' compensation insurance as provided by the Nebraska Workers' Compensation Act, for all employees of the CONTRACTOR. CONTRACTOR shall have in force a general liability policy in an amount not less than \$1,000,000.00 of coverage per accident or occurrence. \$2,000,000.00 aggregate coverage; and \$1,000,000.00 combined single limit coverage for vehicles. CONTRACTOR shall furnish CITY proof of insurance on execution of this contract.

4. TERM OF AGREEMENT, PRICE ADJUSTMENT

The term of this agreement shall be for a period of forty-eight (48) months, commencing on the 1st day of October, 2024 and concluding on September 30th, 2028, unless canceled sooner as provided herein. At the conclusion of this contract is an option for an additional four (4) years if agreed upon by both parties. The parties mutually understand and agree that the price to be paid by the CITY for the contracted services may be increased beginning October 1, 2025 and shall be a percent increase based on the twelve (12) month change in the Consumer Price Index for all Urban Consumers (CPIU) as reported by the Bureau of Labor Statistics, for the Midwest Region for Other Goods and Services not to exceed 3%.

5. CONTRACT FEES TO BE PAID BY CITY

CITY shall pay the contract fee for the services herein designated to be provided by the CONTRACTOR, in accordance with the schedule of contract fees for service, a copy of which is attached hereto and hereby made part of this contract. When an increase or decrease in the contract price shall occur as provided for in this agreement, it shall be evidenced by a new schedule containing the effective date of the change, which shall be signed by the parties attached to this contract.

5. SERVICES TO BE PROVIDED BY CONTRACTOR

SOLID WASTE: CONTRACTOR shall furnish suitable containers for collection of garbage and solid waste, which containers may be suitable for loading with automatic and / or mechanical loading. Where no alley access is available, CONTRACTOR shall provide residents with curbside containers. Said containers shall not be used for collection of hazardous waste, white goods, concrete, grass clippings or tree and brush trimmings. At least one container shall be furnished for every four (4) households. No container shall be located further than seventy (70) feet from the property line of any lot. Additional containers shall be furnished where necessary to insure pick-up times by CONTRACTOR, which the parties agree shall be no less than once per week. It shall be the responsibility of CONTRACTOR to see that sufficient container capacity is furnished to prevent such containers from being full and overflowing on or prior to the date of pick-up. All garbage and refuse and solid waste shall be placed by CITY, and by the residents of CITY, in such approved containers furnished by CONTRACTOR.

Such containers to be provided by CONTRACTOR shall be cleaned and deodorized as needed to prevent the containers from emitting an unreasonably offensive odor or becoming a health hazard, and CONTRACTOR shall maintain such containers in a reasonable good appearance.

CONTRACTOR shall provide the site where CITY and residents may deposit white goods upon payment of a fee.

YARD WASTE: Immediately upon execution of this contract, CONTRACTOR shall provide containers and collection service for CITY and CITY resident yard waste. For households where no alley access exists, CONTRACTOR shall provide curbside containers. CONTRACTOR shall provide a minimum of two (2) containers for every ten (10) households. CITY may request additional containers or redeployment based as need. CONTRACTOR shall be responsible as provided herein, for the policing of all containers and removal of non compliant materials from yard waste containers including but not limited to plastic, ties, solid waste, and household garbage. CONTRACTOR shall provide service from April 1 to October1.

MAIN STREET RECEPTACLES: CONTRACTOR shall provide service and collection on a weekly basis for trash receptacles located on Main Street.

CITY ENTITIES: CONTRACTOR shall provide garbage and yard waste collection service to the following CITY entities without charge: City Hall, Fire Hall, Library, Police Department, Parks, Prairie Winds Community Center, Swimming Pool, City Shop, and Museum.

CLEAN UP DAYS: In cooperation with the CITY, CONTRACTOR shall provide equipment and manpower for a fall and spring clean up day for no additional charge to the CITY or its residents.

6. DESTINATION OF WASTE

- A. The parties mutually understand and agree, and CITY acknowledges that CONTRACTOR shall be initially hauling such waste generated by CITY to the Waste Connection's Transfer Station in Gering, Nebraska. In the event CITY shall desire such solid waste to be hauled to a different landfill site, CONTRACTOR agrees that they will haul such solid waste to such other or additional site, PROVIDED HOWEVER, should such site involve increased or decreased tonnage charges for dumping of solid waste, the fees to be paid to CONTRACTOR by CITY as provided for herein shall be appropriately adjusted reflecting such increased or decreased costs.
- B. Yard Waste -The city waste connections will split the cost of yard waste disposal at 3rd party sight.

7. CANCELLATION OF CONTRACT/CONFLICTS

In the event, CONTRACTOR shall fail to discharge the services herein provided to be performed by CONTRACTOR, or shall default in the performance of any of the terms of conditions of this contract, CITY shall be entitled to cancel this contract upon the giving of thirty (30) days written notice of cancellation. In the event CITY shall default in the performance of any of the terms or conditions herein provided to be performed by CITY, including but not limited to the payment of the agreed upon fees for services to be charged by CONTRACTOR, CONTRACTOR shall be entitled, upon the giving of thirty (30) days advanced notice, to terminate this contract. In the event either party shall be entitled to terminate this agreement as herein provided for, either party shall be entitled to maintain any action at law, or in equity for damages or equitable relief available to such non-defaulting party, arising out of breach and default by the other party.

8. CONTRACT NON-TRANSFERABLE

This contract shall not be transferable by CONTRACTOR without the prior written consent of CITY, and should CONTRACTOR assign such contract or attempt to have the services herein provide to be performed by CONTRACTOR, to be provided by any other person, firm, or corporation, CITY shall be entitled, upon giving thirty (30) days notice, to terminate this contract, and such termination shall be deemed to be the result of breach and default by CONTRACTOR. It is mutually understood and agreed by and between the parties that in the event of the dissolution of CONTRACTOR, this contract may be terminated by either party, which termination shall not be deemed to have resulted from any breach of contract by either party.

9. LEGAL NOTICES

All notices herein provided to be given to either party shall be deemed to have been given on the date such notice shall be deposited with the United States Postal Service, properly posted, and addressed as follows:

City of Bridgeport
PO Box 280
Bridgeport, NE 69336

Waste Connections of Nebraska
PO Box 104
Gering, Ne 69341

