Proposed final updated 020510

Amended and Restated Contract between the City of Austin and Mid-America Recycling, L.L.C. dba Greenstar for Single-Stream Recycling

This Amended and Restated Contract ("Contract") is between the City of Austin, a Texas home-rule municipal corporation ("City") and Mid-America Recycling, L.L.C. dba Greenstar ("Contractor") having offices at 3303 Aniol Street, San Antonio, Texas 78219 for the transporting, processing, and sale of single-stream recyclable material.

Background

1. On June 5, 2008, the City Council authorized the execution of a 24-month revenue contract, effective October 1, 2008, with the Contractor for the transport, processing, and sale of commingled recycling material with two 6-month extension options. The contract provided that processing fees and transportation costs due Contractor would be deducted from the sale of recyclable materials collected by the City. In February, 2009, the contract was amended to clarify terms related to transportation costs.

2. During the first year of single-stream recycling operations, the City's program experienced a 50% increase in the amount of materials collected. However, an economic downturn caused an unpredictable and severe negative effect on the recycling markets resulting in a revenue contract that was revenue negative and with a cost deficit that could not be paid from gross revenue.

3. Due to the contract deficit, City Council authorized the negotiation of a restated and amended contract on December 17, 2009, with Contractor for a 36-month term with four 6-month extension options in exchange for a $3.50 per ton processing cost reduction from Contractor. Council also authorized payment to Contractor for accrued processing and transportation costs.

4. On February ___, 2010, the City Council authorized the execution of this Contract.

Now Therefore, the parties, in consideration of mutual obligations undertaken, agree as follow:

Section 1. Definitions

In addition to the defined terms stated in this Contract, capitalized terms in this Agreement have the following meanings:

"Appropriate", "Appropriated", or "Appropriation" is the adoption by the City Council of a budget for a fiscal year that includes payments to be made under a contract during the respective fiscal year.

"Colored High Density Polyethylene" (CHDPE) shall mean opaque plastic containers labeled with the #2 code.

“Glass” means glass jars, bottles, and containers.

“High density polyethylene” (HDPE) means translucent plastic containers labeled with #2 code (U.S. EPA 1995c)

“High Price” is the sale price of paper fibers such as Mixed Paper, Old Corrugated Containers, and Old Newspaper that is generated and published in first week of each month for the Southwest Region by Paperboard Packaging.

“Low Density Polyethylene” (LDPE) shall mean squeezable bottles, such as honey and mustard, with the #4 code.

“Mixed Paper” shall mean recovered paper that is not sorted in specific categories including junk mail, magazines, Old Corrugated Containers (OCC), folding boxes (cereal box), aseptic packaging, telephone books, wrapping paper and other paperboard products (U.S. EPA, 1993a).

“Offer” is a complete signed response to a City solicitation including, but not limited to, an invitation for bid, a request for proposal, a request for qualification statements, or a request for quotation.

“Official Board Market” (OBM) is the pricing index used to determine the sale price of paper fibers such as Mixed Paper, Old Corrugated Containers, and Old Newspaper that is generated and published weekly by Paperboard Packaging. As used in the Contract, this term means the Southwest Region, High Price pricing published in the first week of each month.

“Old Corrugated Containers” (OCC) means corrugated containers having liners of either test liner, jute, or kraft. (Paper Stock Industries Chapter Standards and Practices Circular).

“Old Newspaper” (ONP) means newspaper, containing not more than the normal percentage of rotogravure and colored sections. (Reference: Paper Stock Industries Chapter Standards and Practices Circular).

“Other Plastics” with the #7 code means a wide variety of plastic resins that don't fit into plastic numbers 1 through 6.

“Polyethylene terephthalate” (PETE) is clear plastic containers labeled with the 1# code. PETE container use includes soft drinks, water, sports drinks, mouthwash and salad dressing. (U.S. EPA 1995c).

“Polypropylene” (PP) shall mean packaging, film and containers with the #5 code. PP containers include catsup, yogurt, magazine, and medicine containers.

“Polystyrene” (PS) shall mean clear, hard and brittle plastics with the #6 code and is usually used for plastic cutlery and food containers.

"Polyvinyl Chlorine" (PVC) shall mean vinyl products with the #3 code and its application can be for pipe fittings, floor tiles, food and non-food packaging.

"Residual Material" (Trash) means non-recyclable waste such as disposable diapers, animal waste, soiled paper plates, toilet tissue and any other materials that are rendered non-recyclable due to residual contamination.

"Used Aluminum Beverage Cans" (UBC) means beverage containers made of aluminum material.

"Steel" means containers made of tin-coated steel such as cans for food packaging (U.S. EPA 1995c) including food cans, beverage cans, aerosol cans and lids from bottles and jars.

Section 2. Grant of Authority, Services, and Duties

2.1 Engagement of the Contractor Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained in this Agreement, the Contractor is engaged to provide the services set forth in Section 3, Scope of Work.

2.2 Responsibilities of the Contractor The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

2.3 Responsibilities of the City The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

2.4 Designation of Key Personnel The Contractor's Contract Manager for this engagement shall be Dean Gorby, Phone: (210) 226-6371; or John F. Rabon, Phone: (210) 226-6371. The City's Contract Manager for the engagement shall be Vidal Maldonado, Phone: (512) 974-7687; Bert Brown, Phone: (512) 974-4315, or Bobby Jones, Phone: (512) 974-1955.

Section 3. Scope of Work

3.1 Contractor's Obligations The Contractor shall fully and timely perform all tasks pertaining to a recycling processing facility, such as receiving, transporting, sorting, processing, storing, and selling recyclable materials collected by the City in strict accordance with the terms, covenants, and conditions of this Contract and all applicable Federal, State, and local laws, rules, and regulations.

3.2 Tasks In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

3.2.1 Contractor shall follow the City's regular recycling collection and holiday collection schedules. The City's recycling collection program normally operates Monday through Friday, except when crews are off due to a holiday, in which case crews will work on the following Saturday. City crews do not collect recyclable material on the holidays listed in Section 19.37.

3.2.2 Contractor shall guarantee an adequate number of trailers with drivers, to handle the volume of single-stream recyclable material generated by the City, each day, Monday through Friday to be loaded in Austin and taken to San Antonio for unloading. The Contractor will then return to Austin on a schedule mutually agreed by the parties.

3.2.3 Contractor shall increase the numbers of drivers and hours after collection holidays to accommodate the larger volumes of recyclable material due to the skipped collection days.

3.2.4 The City will load recyclable material to Contractor's trucks from an agreed upon location in the Austin area.

3.2.5 After the Contractor has deducted all processing fees from the sale of recyclable material, the cost incurred by Contractor to transport the material to their processing facility will be deducted from the net revenue due to the City.

3.2.6 If the Contractor's San Antonio facility is not operational at any time during the term of this Contract, Contractor will transport the recyclable material to another processing facility at no additional transportation cost to the City. The City may, at its option, choose to assume all responsibility for transporting material to the San Antonio facility and the Contractor agrees to accept all single-stream material delivered by the City throughout the duration of this Contract. If the City chooses to assume responsibility for transportation, the City must provide the Contractor with a minimum of thirty (30) days notice.

3.2.7 Contractor will furnish the City with a report monthly with invoices detailing the labor, fuel, equipment leases and other directly related transportation costs to be deducted from the City's revenue payment.

Section 4. Term and Termination

The Contract shall become effective on the date executed by both parties. The initial term of this Contract shall be from October 1, 2008 through September 30, 2011 for a term of 36 months, unless terminated earlier in accordance with this Contract ("Initial Term"). After the Initial Term, the City has the option to extend the Contract for up to four (4) six (6) month periods, if the City provides written notice to the Contractor at least sixty (60) days prior to each extension period and the Contractor and City Purchasing Officer or his designee agree in writing.

Section 5. Amount of Recyclable Material

During the first 30 months of the Initial Term, the City shall provide 100% of the City collected single-stream recyclable material to the Contractor. In months 31-36 of the Initial Term and in each extension option, if any, the City shall provide the Contractor with at least 50% of the City collected single-stream recyclable material, based on the City's actual monthly tonnage for the six months prior to the respective measurement date of 1) the first day of month 31 for the months 31-36 Initial Term period and 2) the first day of the first month of an extension period, if any.

Section 6. Contract Amount

The total contract price for the Initial Term and four (4) six (6) month extension options under this Contract shall not exceed $12,393,589. During the Initial Term, the City's total payment to Contractor for processing and transportation costs shall not exceed $14,782,935 with the Contractor's estimated revenue payments to the City in an amount of $7,661,354. The City's total payment for each six month extension period, if any, for processing and transportation costs shall not exceed $2,640,319 with the Contractor's estimated revenue payments of $1,322,317. The City agrees to pay the Contractor for accrued processing and transportation costs in an amount not to exceed $2,640,319 for the period of October 1, 2008 to September 30, 2009.

Section 7. Recyclable Material Pricing

The total revenue sharing and processing prices per ton of recyclable material for purposes of this Contract for October 1, 2008 to January 31, 2010, shall be as follows:

Category of Material	**Price per ton**
Fiber grades (ONP, OCC, Mixed Paper)	90% of OBM minus $70 per ton
Containers (Steel, UBC, HDPE, PETE, PVC, LDPE, PP, PS, Other Plastics)	75% of sale minus $90 per ton
Glass	Processing fee of $90 per ton
Residual Material (Trash)	Processing fee of $90 per ton

The total revenue sharing and processing prices per ton of recyclable material for purposes of this Contract for February 1, 2010 to September 30, 2011, and during each of four (4) six (6) month extension option periods, provided the City exercises an extension option, shall be as follows:

Category of Material	**Price per ton**
Fiber grades (ONP, OCC, Mixed Paper)	90% of OBM minus *$66.50* per ton
Containers (Steel, UBC, HDPE, PETE, PVC, LDPE, PP, PS, Other Plastics)	75% of sale minus *$86.50* per ton
Glass	Processing fee of *$86.50* per ton
Residual Material (Trash)	Processing fee of *$86.50* per ton

Section 8. Amount Due to Contractor

Contractor shall deduct all processing fees and transportation costs from the sale of recyclable material provided by the City. Deduction of processing fees and transportation costs from the sale of recyclable material provided by the City shall be full compensation to the Contractor for those services, and after the deduction of Contractor's processing fees and transportation costs, the remaining amount is net revenue due to the City. However, in the event revenue due the City in any given month is insufficient to cover the entire cost of processing and/or transportation for that month, the Contractor will invoice the City for the insufficient amount and the City will make payment by check to the Contractor.

Section 9 Payment Procedures

9.1 <u>Payments to the Contractor from the City for Processing and Transportation Costs</u>

9.1.1 All Contractor proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverable or of the invoice, whichever is later. Federal excise taxes, State taxes, or City taxes must not be included in the invoiced amount. The City will provide a tax exemption certificate upon request.

9.1.1.1 The following documentation must accompany each monthly invoice:

9.1.1.1.1 Date, truck number, ticket number, and net weight for all loads per day
9.1.1.1.2 Monthly total tonnage by type of recycling commodity received for processing
9.1.1.1.3 Weight of Residual Material
9.1.1.1.4 Revenue received for recycling commodity sold.
9.1.1.1.5 Revenue payment due the City.
9.1.1.1.6 Processing costs of the Contractor
9.1.1.1.7 Transportation costs due the Contractor

9.1.2 If a payment is not timely made as stated in Section 9.1.1, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

9.1.3 Notice is given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of Section 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

9.1.4 For the City's Fiscal 2009-2010 year, the City has Appropriated $2,400,000 for this contract. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for the contract. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide the Contractor written notice of the failure

of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations, *if any*, under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

9.2 Revenue Payments to the City from the Contractor

9.2.1 If revenue is due to the City, the Contractor, for and in consideration of the recycled material purchased, and the rights and privileges granted under this Contract, agrees to pay the City on a monthly basis, without notice, and free from any and all claims, or set-offs against the City, the amounts set forth in Section 7 Recyclable Material Pricing.

9.2.2 Due Date After all recyclable material tonnage has been received by the Contractor for each month, the Contractor shall make each revenue payment to the City, if applicable, no later than thirty (30) calendar days after the last day of the previous month during which recycling services were provided by Contractor. Payments shall be based on the total tonnage received for the previous month of service.

9.2.3 Revenue payments should be made by check and mailed to the Solid Waste Services Department, Attn.: SWS Finance, P.O. Box 1088, Austin, Texas 78767. Each check shall include an itemized report including the volume of each recyclable material processed, market prices used for calculating revenue, processing fees, and breakdown of transportation costs.

9.2.4 The termination of this Agreement, by the lapse of time or otherwise, shall not relieve Contractor of its obligation to pay any fees or charges that have accrued during the period in which this Agreement is in effect.

9.2.5 Late Payment Penalty A late payment penalty will be levied for all payments not received by the due date as described in Section 9.2.2. Interest will accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate.

Section 10. Recycling Market Identification The Contractor shall provide specific and detailed market information/documentation to support the Contractor's monthly reports on the sale prices for each recyclable commodity delivered to the Contractor by the City. The sale and revenue of all fiber grades including Mixed Paper, Old Corrugated Containers, and Old Newspaper provided by the City shall be based on the Official Board Market Southwest Region, High Price. The Contractor has proprietary and confidential agreements in place with third parties to sell the City containers, and the City shall be allowed to review and confirm appropriate market/sales information in the agreements to verify the actual sales prices and gross revenue received from the Contractor's sale of recyclable material from the City per month. The sale price for containers shall be the Contractor's agreement(s) sales price.

Section 11. Recycling Guarantee As long as the City continues to compensate the Contractor for processing of recycling material, the Contractor shall be obligated to process all single-stream

material received from the City. Regardless of the profitability of such processing, the Contractor agrees to reclaim, insofar as possible, all recyclable/reusable material and it will continue to transfer or sell recyclable/reusable material to third parties for reuse or resale. Under this Contract, the Contractor shall not place City recyclable material in a landfill or transfer recyclable material to a third party for disposal in a landfill. However, the Contractor may place Residual Material in a landfill for disposal. Any landfill disposal of material must be in full compliance with all laws, ordinances, rules and regulations as established by the State of Texas, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this Contract.

Section 12. (Reserved)

Section 13. Right To Assurance Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

Section 14. Default The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in a report, invoice, or other documentation required under this Contract to be submitted by the Contractor to the City.

Section 15. Termination For Cause In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

Section 16. Fraud Fraudulent statements by the Contractor on any offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

Section 17. Other Deliverables

17.1 Insurance The following insurance requirement applies to the Contractor.

17.1.1 General Requirements

17.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, warranty, and any extension options.

17.1.1.2.The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

17.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

17.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

17.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

17.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund and other carriers approved by the City.

17.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the contract reference number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

Attn: Roy Rivers
Contract Ref: Single-Stream Recycling

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

17.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

17.1.1.9 If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

17.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

17.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

17.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

17.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

17.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

17.1.2 Specific Coverage Requirements The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, warranty, extension options, and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

17.1.2.1 Commercial General Liability Insurance The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

17.1.2.1.Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

17.1.2.2 Independent Contractor's Coverage.

17.1.2.3 Products/Completed Operations Liability for the duration of the warranty period.

17.1.2.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

17.1.2.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

17.1.2.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

17.1.2.2 Business Automobile Liability Insurance The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

17.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

17.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

17.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

17.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

17.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

17.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

17.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

17.2.4. Environmental Impairment Liability Insurance This coverage shall be provided with a minimum limit of $1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least $1,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least $1,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

17.2.5 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval which will not be unreasonably withheld.

17.2.6 Certificate. The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

17.2 Equal Opportunity

17.2.1 Equal Employment Opportunity. No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B.

17.2.2 Americans With Disabilities Act (ADA) Compliance No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

17.3 Delays:

17.3.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

17.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 18. Warranties

18.1 Warranty – Services. The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

18.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

18.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

18.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the

Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

Section 19 Miscellaneous

19.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to receive recyclable material from the City in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

19.2 Workforce

19.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

19.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

19.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

19.2.1.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

19.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

19.3 Compliance with Health, Safety, and Environmental Regulations The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by

the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

19.4 Significant Event The Contractor shall immediately notify the City Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the City Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. In the event of a verifiable significant event, the Contractor agrees to discuss possible modifications to the Contract with the City, if this is necessary for the continuation of Contractor's services under this Contract. Significant events may include but not be limited to the following:

19.4.1 disposal of major assets;

19.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

19.4.3 any significant termination or addition of provider contracts;

19.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

19.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

19.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

19.4.7 known or anticipated sale, merger, or acquisition;

19.4.8 known, planned or anticipated stock sales;

19.4.9 any litigation filed by a member against the Contractor; or

19.4.10 significant change in market share or product focus.

Section 19.5 Right to Audit

Contractor agrees that the City, or other authorized representatives of the City, shall have the right to examine any pertinent books, documents, papers and records (electronic or otherwise) of

the Contractor involving transactions relating to this contract. Audits shall be conducted at the discretion of the City. The Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give the Contractor at least seven (7) days written notice of an audit. The City shall pay costs incurred for the auditing services of a third party, if any said services are utilized and authorized by the City, and for City staff involved in the audit. However, under no circumstances will the City be responsible for the payment of any Contractor expenses incurred due to an audit. All marketing/sales information related to recyclable material that Contractor deems proprietary and confidential, but is utilized to conduct transactions relating to this contract, shall be made available to the City for audit purposes. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

19.6 Stop Work Notice The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

19.7 Indemnity:

19.7.1 Definitions:

19.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

19.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

19.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor’s subcontractors, and third parties),

19.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

19.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

19.8 Claims If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

19.9 Notices Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Mid-America Recycling, L.L.C. dba Vista Fibers
ATTN: Cynthia Gonzales	ATTN: John Rabon or Dean Gorby
Acting Deputy Purchasing Officer	
P O Box 1088	3003 Aniol Street
Austin, TX 78767	San Antonio, TX 78219
Phone: 512-974-1905	Phone: 210-
Facsimile:	Facsimile:

19.20 Confidentiality In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

19.21 Advertising The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

19.22 No Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability.

19.23 Gratuities The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

19.24 Prohibition Against Personal Interest in Contracts No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with

the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

19.25 Independent Contractor The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

19.26 Assignment-Delegation: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

19.27 Waiver No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

19.28 Modifications: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

19.29 Interpretation: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

19.30 Dispute Resolution

19.30.1 If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after

receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, subject as may be required by law for approval by the governing bod(ies) of the parties. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

19.30.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation (including mediation service fees and expenses, and the fees and expenses of the mediator) equally; provided, that each party shall bear its own cost of participation (including, without limitation, its own attorney fees or expert fees).

19.31 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:

19.31.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

19.31.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

19.31.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service

or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

19.32 Living Wages and Benefits (applicable to procurements involving the use of labor)

19.32.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $10.90 per hour. This minimum wage is required for the Contractor's transportation employees directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation.

19.32.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for the Contractor's transportation employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

19.32.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that the transportation employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $10.90 per hour and are offered a health care plan (see Exhibit C, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

19.32.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

19.32.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

19.32.4.2 time and date of week when employee's workweek begins;

19.32.4.3 hours worked each day and total hours worked each workweek;

19.32.4.4 basis on which employee's wages are paid;

19.32.4.5 regular hourly pay rate;

19.32.4.6 total daily or weekly straight-time earnings;

19.32.4.7 total overtime earnings for the workweek;

19.32.4.8 all additions to or deductions from the employee's wages;

19.32.4.9 total wages paid each pay period; and

19.32.4.10 date of payment and the pay period covered by the payment.

19.32.5 The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit D, Living Wages and Benefits Employee Certification):

19.32.5.1 the employee's name and job title;

19.32.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $10.90 per hour;

19.32.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

19.32.6 The employee certifications shall be signed by each transportation employee directly assigned to the contract.

19.32.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

19.32.8 The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

19.33 Public Information Act The parties recognize and agree this Contract is subject to the Texas Public Information Act. The Act shall control to the extent of any conflict between the terms of this Contract and the Act.

19.34 Entire Agreement; Amendment This Agreement amends, restates, and replaces in full the signed Contract between the City and Contractor for Single-Stream Recycling dated October 1, 2008, and the February, 2009, Amendment 1. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, of the contract's subject matter.

19.35 Jurisdiction And Venue The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

19.36 Invalidity The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

19.37 Holidays The holidays identified below are observed by City recycling collection crews when the holiday falls on a weekday. When a holiday is observed on a weekday, recycling crews will conduct collection operations on the following Saturday ("Slide" Schedule).

Holiday	Date Observed
New Year's Day	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

19.38 Survivability of Obligations All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the *payment*, warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

19.39 Non-Suspension or Debarment Certification: The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

19.40 Counterparts This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which taken together (including facsimile copies) shall constitute one and the same instrument. The parties agree that this Contract may be transmitted by facsimile machine, and the parties intend that faxed signatures shall constitute original signatures.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract the dates set forth below.

MID-AMERICA RECYCLING, L.L.C. dba GREENSTAR	**CITY OF AUSTIN**
By:_____ Signature	By:_____ Signature
Name: _____ Printed Name	Name: _____ Printed Name
Title: _____	Title: _____
Date:_____	Date:_____

Exhibits
Exhibit A (reserved)
Exhibit B Non-Discrimination Certification
Exhibit C Living Wages and Benefits Contractor CertificationExhibit D Living Wages and Benefits Employee Certification