

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND SANDER
SANITATION SERVICE**

This Agreement is made this 6th day of November 2023 by and between the City of Deadwood, a municipal corporation of the State of South Dakota ("City"), of 102 Sherman Street, Deadwood, South Dakota 57732, and Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation Service of 7481 Stageshop Road, Black Hawk, SD 57718 ("Contractor").

Witnesseth: That for and in consideration of the payments and agreements as established in the Bid Proposal Form (Exhibit 1) attached hereto.

A. General:

1. Contractor agrees to curbside collection of Municipal Solid Waste (MSW) within the City of Deadwood once per household per week for the sum of \$23.42 per month per residential account.
2. Contractor agrees to collect, once a week, at no charge, MSW and/or dumpsters from the following buildings and locations within the City of Deadwood:
 - Deadwood City Hall, 102 Sherman Street;
 - Deadwood Parks and Street Department, 67 Dunlop Avenue;
 - Deadwood Public Library, 435 Williams Street;
 - Deadwood Fire Department, 737 Main Street;
 - Deadwood Recreation Center, 105 Sherman Street;
 - HARCC, 150 Sherman Street;*
 - Days of 76 Museum, 18 Seventy-Six Drive;
 - Deadwood Welcome Center, 501 Main Street; and
 - Deadwood Trolley Barn, 62 Dunlop Avenue.
3. All solid waste collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.

4. All recycling collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.
5. For the accounts under the Contract, the City agrees to bill monthly those customers and to pay the Contractor for this service at the end of each month.
6. This Contract does not cover the collection of wastes such as white goods or green waste (trees, brush). Contractor may remove recyclables from MSW.
7. City hereby grants the Contractor the exclusive right to provide the MSW collection and disposal services described in this Agreement.

B. Definitions of Terms:

The following words or phrases as used in this Contract shall be defined below unless the context clearly otherwise defines.

1. "Municipal Solid Waste" (MSW) shall mean the nonhazardous waste normally generated but excludes bulky waste, green waste, construction and demolition wastes, automobiles, ashes, street sweeping, and sewage sludge. The term "garbage" may be used interchangeably with MSW in this Contract and shall carry the same definition as MSW for this Contract. MSW includes refuse, cans, glass bottles, jars, paper, cardboard, and other materials and similar items that are capable of being recycled.
2. "Construction and Demolition Waste" (CDW) shall mean material waste, grubbing waste, and rubble from construction, remodeling, repair or demolition of buildings, bridges, and other structures, to include lumber, plaster, shingles, (wood or asphalt), tar paper and other nonhazardous waste ordinarily associated with construction or demolition. CDW will also include rubble, which includes earth or dirt, brick, cement blocks, broken asphalt or concrete, sand, or gravel and rocks.

3. "Bulky Waste" shall mean metal, furniture, appliances, tires, automobile frames or parts, mattresses, and other bulky materials.
4. "Green Waste" shall mean large brush, stumps, and large dead trees.
5. "Yard Waste" shall mean grass, leaves, shrubs, brush, tree limbs, small trees, vegetable/flower/garden plant waste.
6. "Hazardous Waste" shall mean any material so classified by the South Dakota Department of Environment and Natural Resources or by the Environmental Protection Agency.
7. "Container" shall consist of a plastic containers or dumpsters with lids.
8. "Disposal Site" shall mean the Rapid City Landfill.
9. "Tipping Fee" shall mean a fee paid by Contractor to the Rapid City Landfill for disposal.
10. "White Goods" shall mean refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, clothes dryers and other similar domestic and commercial large appliances

C. Term of Contract:

- I. The term of this Contract shall be for a term of five (5) years (the "Term") beginning on January 1, 2024 through December 31, 2028. This Contract may be renewed for a period of up to an additional (3) three, one year terms upon the terms and conditions to be agreed to between the parties ("renewal term"). The parties must agree to each renewal term ninety (90) days prior to the expiration of the current term or the agreement shall terminate upon its expiration date.

2. There will be an annual adjustment for inflation of 3.5%; no additional adjustments will be made during the Term including but not limited to adjustments for fuel and tipping fees.

D. Containers and Collection:

1. Contractor shall supply the MSW collection containers as needed to fulfill the needs of this agreement. The larger containers will be supplied by the Contractor for use at any City owned property.
2. Contractor shall supply the roll-off yard waste collection containers as needed to fulfill the needs of this agreement.
3. MSW containers and yard waste roll-offs shall be collected once a week.

Residential recycling containers shall be collected once a month. The Contractor shall establish a schedule of garbage collection which shall occur between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday. Exceptions may only be made when the Contractor has determined that an exception is necessary to complete collection of an existing route due to weather or unusual circumstances or upon mutual agreement of the Contractor and the City. If the collection schedule changes, the Contractor shall provide written notice to each Customer of the day of the week their garbage will be collected. This notice shall also contain a brief description of what types of waste that are permitted and not permitted in the container.

4. The City reserves the right to have final approval of routes, transfer stations, and location of containers for pickup.

5. The Contractor may suspend garbage collections on any day that falls on a legal state or federal holiday, or because of inclement weather. Such suspended garbage collection must be completed by the Contractor within three (3) days.
6. The Contractor shall furnish all labor, materials, equipment and other necessary items or expertise required for the loading and hauling of garbage deposited in the containers as previously defined.
7. The Contractor shall maintain books and records that relate to the garbage service provided under this contract in an orderly fashion and keep them open for inspection by the City at any and all times during business hours.
8. The Contractor may decline to load garbage from any container for the following reasons:
 - Container not accessible to the Contractor's truck at the scheduled time of pick up;
 - Solid Waste is not inside the container; or
 - Solid Waste contains sharp objects, liquids, yard waste, green waste, hazardous waste, construction and demolition waste, bulky waste and white goods or other unacceptable waste materials that would not be accepted for disposal at the disposal facility.
9. Should the Contractor decline to load garbage, the Contractor shall inform the Customers and provide a written record to the City as soon as possible, but within two days, of the reason the garbage was not collected, i.e., hazardous waste, improper container placement, etc.
10. The Contractor shall receive and respond to all complaints regarding services provided under this Contract. A written copy of the response to complaints will be furnished to the City. Should a complaint be unresolved for longer than ten days, the City will have the right to then demand resolution of the complaint within thirty days.

11. The City agrees that the Customers shall be responsible for the following:

- To ensure that the container is accessible to the Contractor according to the regularly scheduled pick up schedule;
- To keep the container in a neat, orderly fashion and for keeping the lid closed; and
- To be responsible for the cost of replacement of the container in the event same is intentionally damaged or destroyed or burned as a result of the conduct of the Customer.

12. If the Contractor fails to collect garbage as provided for in the contract with the City,

such as to constitute a material breach of the same, the City may, after notice to

Contractor and right to cure, find an alternate provider to perform the collection.

Contractor shall then be responsible, in addition to any other penalty provided for in

the contract, including possible termination of the contract, for an additional penalty of

one and a half times the pro-rated daily rate.

13. If the Contractor fails to perform in a satisfactory manner, or to perform according

to applicable ordinances, the City may, upon thirty (30) day prior written notice and

reasonable opportunity to cure; terminate this Contract and make demands under the

terms of the Performance Bond, Letter of Credit, or other Financial Instrument, as

herein provided. Any notices given hereunder shall set forth with reasonable specificity

the nature of the failure to perform.

14. All modifications or amendments of terms of this Contract must be in writing, approved

by the City, signed by both parties, and attached to the original copies of the Contract

maintained by both parties.

15. The Contractor shall keep his vehicles and equipment clean and in good working order at all times. Hydraulic leaks shall be repaired immediately, and vehicles shall be kept washed and clean.

16. The Contractor agrees to maintain a local telephone number (or a toll-free number) for handling Customer concerns, problems, complaints, and relations during normal business operating hours.

E. Tipping Fees:

Contractor shall pay tipping fees for disposal of all the MSW collected under this Contract.

F. Consideration & Payment:

A. The City shall perform the monthly billing and collection of payments from all Customers.

B. The City shall make payment to the Contractor on a monthly basis.

G. Insurance and Responsibility for Damage Claims:

The Contractor agrees to indemnify and hold harmless the City, its officers, employees and agents from and against all loss or expense by reason of liability imposed by law upon the City, its officers, employees and agents, for damage because of bodily injury, including death, sustained by any person or persons or on account of damage to property arising out of the performance of the work as set forth in the Contract documents. This shall include all injuries or damages to property that are due, or claimed to be due, to the negligence of the Contractor, or his Sub-Contractors, his officers, employees or agents. The Contractor shall obtain and keep in force during the term of the Contract, (comprehensive general liability insurance, including, but not limited to, Contractual liability insurance, and comprehensive motor vehicle liability insurance. Said insurance shall provide coverage to the Contractor and any Sub-Contractor, performing work provided in this Contract. The coverage shall protect against all claims for personal injury, including accidental death, and

claims of property damage which may arise from any act or omission of the Contractor or Sub-Contractor, or their respective agents or employees or by anyone directly or indirectly employed by any of them. Said coverage shall also protect the Contractor for all liability assumed by the Contractor under the terms of this Contract.

The minimum policy limits of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

\$500,000.00 per person
\$1,000,000.00 per accident
\$200,000.00 property damage

COMPREHENSIVE MOTOR VEHICLE LIABILITY

\$500,000.00 per person
\$1,000,000.00 per accident
\$200,000.00 property damage

Prior to the approval of the signed Contract, the Contractor shall furnish the City with proper certificates of the insurance policies issued evidencing the above insurance coverage has been issued for one year and shall do so annually for the duration of the Contract. Said certificates shall also establish that the Contractor has Workmen's Compensation Insurance in effect for the Contract period. Said insurance shall name the City as additional insured. The insurance carrier shall also certify to the City that written notice shall be given to the City at least ten (10) days prior to cancellation of any coverage set forth in said certificate.

A. Contractors Bond.

The Contractor shall furnish the City during the Term a performance bond, a letter of credit, or other financial instrument in the amount of Thirty Thousand Dollars (\$30,000.00) for the faithful performance of its duties under the provisions of this Contract.

B. Assignment and/or modification.

The City and Contractor agree that this Contract cannot be assigned, sold or modified without the express written consent of the City.

(Signature page on following page)

Dated this 6th day of November, 2023.

CITY OF DEADWOOD

By: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, City Finance Office

Dated this _____ day of November, 2023.

SANDER SANITATION SERVICES

By: _____
Its: _____

State of South Dakota)
County of Lawrence) ss.

On this the _____ day of November, 2023, before me, the undersigned officer, personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

