

## GARBAGE / REFUSE HAULING CONTRACT WITH SOUTHWEST SANITATION

This Contractor Services Agreement (this "Agreement") is made this \_\_\_\_ day of December, 2024 by and between the City of Marshall, a Minnesota municipal corporation located at 344 Main St. Marshall, MN 56258 (the "City"), and Southwest Sanitation, a business organized under the laws of the State of Minnesota and located at 110 N. 11<sup>th</sup> St., Marshall, MN 56258 (the "Contractor"), collectively the "Parties".

### I. DEFINITIONS.

- a. *Comingled recyclables* means any collection system in which a licensed hauler mixes different types of targeted recyclables in a single container.
- b. *Garbage* means all putrescible wastes, excluding animal offal and carcasses of dead animals, human excreta, sewage and other water-carried wastes.
- c. *Recyclables* means materials, which may be recycled or reused through recycling processes including targeted recyclables.
- d. *Recycling* means applications consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25b and approved by the Minnesota Pollution Control Agency and Lyon County.
- e. *Refuse* means garbage and rubbish but shall not include sewage.
- f. *Rubbish* means the same as that term is defined in Minn. Stat. § 443.27.
- g. *Special pickup* means any collection or materials other than garbage, other refuse, recyclables or yard waste including white goods, furniture, oversized materials, and construction debris.
- h. *Targeted recyclables* means aluminum and metal beverage containers, glass containers (clear, green, and brown glass containers and excludes all window pane glass), newsprint, periodicals, corrugated cardboard, paperboard, direct mail advertising/mixed paper, plastic, narrow necked containers with number 1 and number 2 designation, and other materials as defined by resolution.
- i. *Materials Recovery Facility (MRF)* is a facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local, or other jurisdictions.

II. **SERVICES TO BE PROVIDED.** The Contractor, for and in consideration of the payment of payments herein specified and by the City to be made, hereby covenants and agrees to furnish all equipment and labor necessary to perform garbage, refuse and recycling collection services to City owned buildings or City controlled public spaces identified below and in the manner set forth in the applicable price table. The frequency of service, size and number of dumpster(s) and/or container(s) may be amended during the contract term by mutual agreement of Parties. The City may request additional units or services during the term of the contract at any of the above or similar locations and the Contractor shall be paid for such additional services at the same rate as for similar type containers at the same or similar locations. All items removed by the Contractor shall be disposed in the Lyon County Landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances.

III. **CARTS AND CONTAINERS.** All carts and dumpsters provided by the Contractor, must at all times be maintained in good working order and labeled to clearly communicate what materials may be placed in them. Dumpsters and carts shall have different colored lids for recyclables and for refuse

management. The Contractor shall replace lids and return emptied dumpsters and containers in the general location in which they were found. Dumpsters and containers shall not be placed in locations that will block access to walking paths, parking lots, and driveways. The Contractor shall be responsible, at their own expense, to make any necessary modifications, if any, to containers owned by the City of Marshall that may be needed to adapt to the refuse vehicle.

**IV. PRICE TABLES.**

- a) Collection. For the tasks outlined in the Collection Table below, the City shall pay the Contractor a monthly fee in the amount outlined in Exhibits A - C, not to exceed the quoted sub-total amount. The City shall not be responsible for payment for any additional work performed by the Contractor that is not expressly requested by the City or otherwise pre-approved by the City in writing. The selected Contractor shall not include "miscellaneous charges" on invoices submitted to the City. These shall include but not be limited to: truck or vehicle charges, mileage reimbursement, parking charges, consumable incidental materials, shop materials, processing fees, routine environmental charges, or the like.

<b>Location</b>	<b>Job Description</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers  Twice per week, one (1) one and one-half yard container
2. Municipal Airport	Once per week, one (1) one yard container  Once per week, one (1) three-yard container
3. Street Department Shops	Once per week, one (1) one yard container
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container
8. Adult Community Center Building	Once (1) per week one (1) one yard container

On Call Same Day Service

<b>Location</b>	<b>Job Description</b>
1. One (1) yard container: (1) Municipal Airport	On Call
2. One and one-half (1 1/2) yard container: (1) Fire Station (2) Animal Impound (3) MERIT Center	On Call On Call On Call
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop (6) Saturday Service for above locations	On Call On Call On Call On Call On Call On Call

4. Six (6) yard container:	
(1) Independence Park	On Call
(2) Saturday Service for above location	On Call

Recycling

1. Wastewater Treatment Plant	On Call
2. Municipal Building	On Call
3. Independence Park (Baseball Complex)	On Call
4. Legion Park (Baseball Complex)	On Call
5. Municipal Liquor Store (M/TH/F/SAT)	Recyclable corrugated Cardboard 4 times/week
6. Aquatic Center	On Call
7. Street Department	On Call
8. MERIT Center	On Call
9. Adult Community Center	Once per week

V. **INVOICING.** The Contractor shall submit itemized invoices monthly for the services it provides to the City after completion of the services specified in the Proposal. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the City.

VI. **TERM AND TERMINATION OF AGREEMENT.** This Agreement shall be for a term of five years, commencing on January 1, 2025, and terminating on December 31, 2029. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days' written notice to the City; (3) the City may terminate this Agreement at any time at its option, for any reason or no reason at all.

VII. **INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein. The Contractor shall pay all laborers employed in the performance of this contract.

VIII. **INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

**IX. INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum:

- a) Worker's compensation insurance as required by Minnesota state law.
- b) Commercial general liability in an amount of not less than \$1,500,000.00 per occurrence and \$2,000,000 annual aggregate, for damages for bodily injury, including death, and property damage.
- c) Umbrella automobile liability insurance covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less the \$1,500,000 per accident for property damage, \$1,500,000 for bodily injuries, damages, and/or death to any one person, and \$2,000,000 aggregate, for total bodily injuries, damages, and/or death arising from any one occurrence.
- d) If the work the Contractor performs related to the Proposal involves working with, or the potential release of, a hazardous substance, then the Contractor shall be required to procure double the insurance policy limits of those noted above.

To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the City with a current certificate of insurance listing the City as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the City, 10 days' written notice in the case of non-payment. The Contractor agrees to keep in force the above provisions at all times during the term of this Agreement

**X. NO DISCRIMINATION.** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, the Contractor, shall not by reason of race, creed or color, discriminate against any person or persons who are citizens of the United States and who are qualified. That he shall not in any manner discriminate against or intimidate or prevent the employment of any such person or persons, or on being hired, prevent or conspire to prevent, any such person or persons from the performance of work under this contract on account of race, creed or color, religion, sex, or national origin. That any violation of this paragraph shall be a misdemeanor, and that this contract may be cancelled or terminated by the City and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this contract.

**XI. CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

**XII. THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

**XIII. NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.

**XIV. MISCELLANEOUS PROVISIONS.**

- a) Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Contractor and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.
- b) Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall

be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.

- c) Audit. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement. Contractor must retain all records pertaining to its services to the City for a minimum of six years after termination of this Agreement.
- d) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- e) No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- f) Agreement Not Exclusive. The City retains the right to hire other additional contractors in the City's sole discretion.
- g) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- h) Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- i) Compliance with Laws. The Contractor shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.
- j) Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

CITY OF MARSHALL, MINNESOTA

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Signature of Agent or Officer  
Acting for Contractor

## EXHIBIT A

2025-2026 Service Years

<b>Location</b>	<b>Job Description</b>	<b>Yearly Fee</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,302.00
	Twice per week, one (1) one and one-half yard container	\$1,424.00
2. Municipal Airport	Once per week, one (1) one yard container	\$463.00
	Once per week, one (1) three-yard container	\$2,064.00
3. Street Department Shops	Once per week, one (1) one yard container	\$463.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,238.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$413.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,424.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,424.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$463.00
<b>Sub Total</b>		<b>\$12,678.00</b>

2027 Service Year

<b>Location</b>	<b>Job Description</b>	<b>Yearly Fee</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,490.00
	Twice per week, one (1) one and one-half yard container	\$1,506.00
2. Municipal Airport	Once per week, one (1) one yard container	\$490.00
	Once per week, one (1) three-yard container	\$2,182.00
3. Street Department Shops	Once per week, one (1) one yard container	\$489.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,308.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$436.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,505.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,505.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$489.00
<b>Sub Total</b>		<b>\$13,400.00</b>

## EXHIBIT B

2028 Service Year

<b>Location</b>	<b>Job Description</b>	<b>Yearly Fee</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,646.00
	Twice per week, one (1) one and one-half yard container	\$1,574.00
2. Municipal Airport	Once per week, one (1) one yard container	\$511.00
	Once per week, one (1) three-yard container	\$2,280.00
3. Street Department Shops	Once per week, one (1) one yard container	\$511.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,367.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$456.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,572.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,572.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$511.00
<b>Sub Total</b>		<b>\$14,000.00</b>

2029 Service Year

<b>Location</b>	<b>Job Description</b>	<b>Yearly Fee</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,828.00
	Twice per week, one (1) one and one-half yard container	\$1,652.00
2. Municipal Airport	Once per week, one (1) one yard container	\$537.00
	Once per week, one (1) three-yard container	\$2,393.00
3. Street Department Shops	Once per week, one (1) one yard container	\$537.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,435.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$479.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,651.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,651.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$537.00
<b>Sub Total</b>		<b>\$14,700.00</b>

## EXHIBIT C

### On Call Same Day Service 2025-2029

<b>Location</b>	<b>Job Description</b>	<b>Price Per Call</b>
1. One (1) yard container: (1) Municipal Airport	On Call	\$10.00
2. One and one-half (1 1/2) yard container: (1) Fire Station (2) Animal Impound (3) MERIT Center	On Call On Call On Call	\$0.00 \$15.00 \$15.00
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop (6) Saturday Service for item 3.	On Call On Call On Call On Call On Call On Call	\$20.00 \$20.00 \$20.00 \$20.00 \$20.00 \$20.00
4. Six (6) yard container: (3) Independence Park (4) Saturday Service for item 4.	On Call On Call	\$40.00 \$40.00

### Recycling Service for 2025-2029

<b>Location</b>	<b>Job Description</b>	<b>Price Per Call</b>
1. Wastewater Treatment Plant	On Call	\$15.00
2. Municipal Building	On Call	\$15.00
3. Independence Park (Baseball Complex)	On Call	\$15.00
4. Legion Park (Baseball Complex)	On Call	\$15.00
5. Municipal Liquor Store (M/TH/F/SAT)	Corrugated Cardboard 4X/week	\$190.00/month
6. Aquatic Center	On Call	\$15.00
7. Street Department	On Call	\$15.00
8. MERIT Center	On Call	\$15.00
9. Adult Community Center	Once per week	\$50.00/month