

GARBAGE / REFUSE HAULING CONTRACT

This Agreement made this 11th day of October, 2022 between the City of Marshall, which city is a municipal corporation and is hereafter referred to as the municipality, and Southwest Sanitation., Marshall, Minnesota, hereinafter called the contractor.

WITNESSETH:

The contractor, for and in consideration of the payment of payments herein specified and by the municipality to be made, hereby covenants and agrees to furnish all equipment and labor necessary to pick up and remove garbage and other items of junk for the period from January 1, 2023 until December 31, 2024 at the following locations for the following price:

Location	Job Description	\$	
1. Wastewater Treatment Plant	Twice per week, two (2) one yard containers	\$	7,141.44
	Twice per week, one (1) one and one-half yard container	\$	3,096.00
2. Municipal Airport	Once a week, one (1) one yard container	\$	1,548.00
	Twice a week, one (1) three yard container	\$	2,476.00
3. Street Department Shops	Once per week, one (1) one yard container	\$	1,548.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$	5,263.00
5. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$	3,096.00
6. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$	3,096.00
7. Adult Community Center Building	Two (2) times per week one (1) one yard container	\$	3,096.00
Sub Total		\$	30,360.44

ALTERNATES

PROVIDE THE FEE PER CONTAINER FOR THE FOLLOWING "ON CALL SAME DAY SERVICE"
FOR THE FOLLOWING LOCATIONS:

Location	Job Description		
1. One (1) yard container: (1) Municipal Airport	On Call	\$	15.00
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	No Charge \$ \$	 19.00 17.00
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop	On Call On Call On Call On Call On Call	\$ \$ \$ \$ \$	24.50 24.50 24.50 24.50 24.50
4. Six (6) yard container: (1) Independence Park	On Call	\$	42.50

FEE FOR ALTERNATE BID FOR RECYCLING

1. Wastewater Treatment Plant	On Call	\$	14.50
2. Municipal Building	On Call	\$	15.50
3. Independent Park (Baseball Complex)	On Call	\$	15.50
4. Legion Park (Baseball Complex)	On Call	\$	15.50
5. Municipal Liquor Store	Recyclable corrugated cardboard 4 times/week	\$	190.00 per month
6. Aquatic Center	On Call	\$	15.50
7. Street Department	On Call	\$	15.50
8. MERIT Center	On Call	\$	15.50
9. Adult Community Center	Once per week	\$	66.65/month
10. Airport	On Call	\$	15.50

The contractor further agrees to pay all laborers employed in the performance of this contract.

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 municipality 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.

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.

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.

The contractor agrees to hold such municipality harmless from all damages and claims for damages that may arise by reason of any negligence or violation of the law on the part of said contractor, his agents or employees, while engaged in the performance of this contract and that said contract will take all precautions necessary to protect the public against injury.

The contractor agrees to indemnify and hold harmless said municipality from and against any and all claims, suits and actions occasioned by or arising from this contract.

The contractor shall be responsible, at his 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.

In consideration of the covenants and agreements stated above, the municipality agrees to pay for services provided on a monthly basis for the period of two years from January 1, 2023. The payment to be made on monthly vouchers submitted to the municipality beginning on February 1, 2023 or as otherwise agreed to by the municipality.

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:

City Clerk

By: _____
Mayor

By: _____
City Administrator

By: _____
Signature of Agent or Officer
Acting for Contractor

