

CITY OF DOUGLAS WYOMING

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CITY OF DOUGLAS SOLID WASTE HAUL PROPOSAL

The City of Douglas is accepting proposals to transport municipal solid waste from the Douglas Landfill to the Casper Landfill using City provided 48 ft. walking floor trailers. The approximate haul distance is 60 miles one way. Our initial estimates are 5 to 8 trips per week. The Contractor will be required to provide service with a minimum of 24 hours' notice. All trips will be completed Monday thru Saturday during current landfill operating hours.

The City will maintain the trailers to be used in a safe and DOT legal condition. The successful contractor will be responsible for maintaining their own equipment following current DOT requirements.

The Contractor will be responsible for any violations of current laws incurred while transporting solid waste including but not limited to traffic violations, overweight loads and DOT safety violations. In addition he must obtain any required permits. It will be the Contractors responsibility to maintain an insurance policy that will cover the City's trailers while in transit.

A contract for a period of one (1) year will be executed with the successful Contractor.

The tractor used for transporting the trailers must be capable of operating hydraulic accessories on the trailers.

	Yes	No
Pump capable of 30 – 35 GPM at 3000 PSI:	<u> x </u>	<u> </u>
Available with 24-hour notice:	<u> x </u>	<u> </u>
Proposed cost per trip:	<u> \$420 </u>	<u> </u>

With a \$4.20 fuel surcharge per load per \$0.10 increase above **\$3.00** a gallon of diesel.

Contractor: Blackburn Cattle Co Inc
(Company Name)

Phone: 307-359-5555

Signature: *Archie Gray*

Date: 3/24/2024

Return to the City Clerk, City of Douglas, PO Box 1030, 101 N. 4th Street, Douglas, WY 82633.

**CONTRACT BETWEEN THE CITY OF DOUGLAS, WYOMING
AND SNYDER TRANSPORT INC.
FOR THE HAULING OF MUNICIPAL SOLID WASTE**

THIS AGREEMENT made and entered into this, by and between the City of Douglas, Wyoming, a municipal corporation, P.O. Box 1030, Douglas, Wyoming 82633 (hereinafter referred to as "City"), and, (hereinafter referred to as Contractor"). In consideration of the mutual promises contained herein, and other good and valuable consideration recognized as received by both parties, the parties agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall provide transportation services for municipal solid waste from the Douglas Landfill to the Casper Landfill, or other such waste disposal locations within a sixty (60) mile radius as directed by the Owner.

The Contractor shall utilize its own tractors which shall be capable of operating hydraulic trailer accessories. The Owner shall provide two forty-eight (48) foot walking floor trailers and one fifty-three (53) foot walking floor trailer for use by the Contractor during haul operations.

The Owner shall provide all maintenance on Owner's trailers and shall store said trailers when not in use by Contractor.

Contractor agrees to perform all work timely, and specifically to respond to requests for services within 24 hours.

ARTICLE 2. THE CONTRACT PRICE

For the work, materials and services performed, Owner agrees to compensate Contractors as follows:

1. Price per trip to disposal sites: \$ per load.
2. \$ additional load fee for every \$ increase in the price of diesel fuel over and above the baseline diesel fuel price of \$ For purposes of determining whether an additional load fee shall be paid, the price posted by Homax Oil Sales, Inc. in Douglas, Wyoming on Monday of each successive week after the effective date of the contract shall be compared to the baseline diesel fuel price. If there is an additional load fee charged, the Contractor shall attach proper documentation to each monthly invoice justifying the additional load fee.

All authorized and approved changes in the scope of work and charges will be agreed by both parties, and in writing.

ARTICLE 3. PAYMENT

Payment for services and materials as described in Article 2 above shall be payable within thirty (30) days of receipt of invoice.

ARTICLE 4. GENERAL PROVISIONS

Term. The term of this Agreement shall be one (1) years from.

All work shall be completed in a workman-like manner, and in compliance with all state and federal laws and local ordinances.

To the extent required by law, all work shall be performed by individuals duly licensed and in all cases, by those authorized and qualified to conduct such work.

Every 90 days, Contractor shall present trucks used for the purposes of this Contract to City for inspection to ensure that Contractor's truck complies with all requirements of the Department of Transportation

and Federal Motor Carrier Safety Regulations.

Contractor may at its discretion engage subcontractors to perform work provided, however, Contractor shall be solely responsible for payments due to such subcontractor(s) and shall in all instances remain responsible for the proper supervision of such subcontractors and the proper completion of the work described in the Contract. Contractor shall be responsible and hold Owner harmless from all acts, omissions and conduct by Contractor and any of its subcontractors, and their respective agents, assigns, employees and invitees, and Contractor agrees to defend and indemnify the Owner from any acts, claims, omissions, liability or demands stemming from any such conduct by subcontractors or their agents, assigns, employees, and invitees.

Contractor shall be responsible for obtaining any and all releases and waivers of liens for all work performed or materials provided throughout its performance hereunder. In the event any such liens, material men or otherwise, are filed or presented to the Owner for work performed by Contractor, Contractor shall immediately satisfy such lienholder, and the Owner shall have the option, which it may or may not choose to exercise in its sole discretion, and without releasing Contractor in any way from its responsibilities hereunder, pay and/or satisfy such lienholder, and hold contractor responsible for same.

Insurance. Contractor warrants that it is adequately insured for any and all work, claims, injuries, conduct, acts and omissions related to the work and equipment described herein. Contractor shall carry worker's compensation insurance for any employees and agrees to indemnify and defend Owner from any such claims, demands, lawsuits or liabilities imposed for any acts, injuries, accidents, or work conducted by Contractor, its agents, assigns, subcontractors, employees or third parties. Contractor further agrees to name Owner as a loss-payee on its insurance policy for the work and materials provided hereunder, and to provide proof of same upon request from Owner. Contractor shall name Owner, Owner's employees, agents, and elected officials as additional insured.

Contractor will obtain, maintain, and provide proof of a commercial general liability policy in amounts no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

Contractor will obtain and provide proof of automobile liability insurance in an amount no less than \$1,000,000 per accident for bodily injury or property damage.

For any claims related to this Contract, the Contractor's insurance shall be primary insurance coverage.

The Owner maintains insurance coverage on equipment owned by the Owner and operated by the Contractor.

During the term of this Contract, Contractor shall use reasonable care when utilizing the Owner's equipment and shall make all repairs of damages caused to said equipment by Contractor or their employees and/or subcontractors.

Contractor shall, at its own expense, obtain all permits necessary for the work to be performed hereunder.

Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes reasonable steps to minimize the delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

Governing Law and Venue. This agreement shall be interpreted under laws of the State of Wyoming. Both parties agree that any dispute shall be brought in the Eighth Judicial District, County of Converse, State of Wyoming.

Assignment. Neither the Owner nor the Contractor shall have the right to assign any right of interest occurring under this agreement without the written consent of the other.

Governmental Immunity. Owner does not waive and specifically reserves its governmental immunity, and all defenses available to Owner as a sovereign pursuant to Wyo. Stat. §1-39-104(a) as amended, and all other state law.

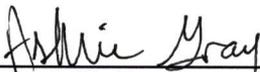
Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

Termination. This contract may be terminated by either party without cause by giving the other party written notice thirty (30) days in advance of the termination.

OWNER:
City of Douglas
PO Box 1030
Douglas, WY 82633

CONTRACTOR:
Blackburn Cattle Co Inc
830 E. Richards Street
Suite 1
Douglas, WY 82633

By: _____
JD Cox, City Manager

By:  _____
[Representative]: Ashlie Gray, Manager

Attest:

Mary Nicol, City Clerk

Witness:

Print Name: _____