

City of Scottsbluff, Nebraska

Monday, October 5, 2015

Regular Meeting

Item Reports3

Council to consider the amended contract with Gold Watch LLC for transportation of recyclables and authorize the Mayor to execute the contract.

Staff Contact: Nathan Johnson, Assistant City Manager

AGREEMENT

THIS AGREEMENT is made on the ____ day of October, 2015, by and between the City of Scottsbluff, a Nebraska Municipal Corporation, (“City”) and Gold Watch, LLC, a Nebraska Limited Liability Company, (“Hauler”).

RECITALS:

- a. The City has need for a professional truck driver to transport trailers full of recyclable materials. Depending upon the nature and type of recycle materials the professional truck driver will have to haul the recyclable materials from the Environmental Services Department located at 609 East 2nd Street, Scottsbluff, Nebraska, to a recycling location in Denver, Colorado (“Denver Facility”) or to a recycling location in Cheyenne, Wyoming (“Cheyenne Facility”).
- b. Hauler has experience as an over the road semi truck driver and is available to transport the recyclable materials for the City.
- c. The purpose of this Agreement is to set forth the terms and conditions of the Hauler transporting recyclable materials for the City.

AGREEMENT:

1. Hauler agrees to provide one (1) over the road semi-tractor sufficient enough to pull a fifty three foot (53') semi van trailer (“trailer”) owned by the City. Hauler also agrees to provide a driver to transport recyclable materials in the trailer to the recycling facility as designated by the Environmental Services Department of the City.
2. Hauler agrees to provide one backup driver if the regular driver is unable to meet the City’s schedule. Hauler agrees all drivers will have, at a minium, a Commercial Drivers License (“CDL”).
3. The City does not guaranty a specific day of the week or a specific number of loads per week to be hauled to the Denver Facility or Cheyenne Facility. Both parties agree this is an on-call agreement and Hauler will be needed on an on-call basis. The Hauler understands that it will be contacted by the City when a load is ready to be hauled to either facility. Hauler agrees to pick up the load at the Environmental Services Department and haul the load within twenty four (24) hours of notification.
4. The Hauler agrees it will indemnify and hold the City harmless from and against any and all loss, damage, suit, liability, and expense (including but not limited to reasonable investigation and legal expenses) arising out of any claim for the loss of or damage to property, including the City’s property, and injuries to or death of persons, including employee’s of the Hauler and the City, to the extent caused by or

resulting from the negligence or willful misconduct of the Hauler, its employees and agents. The Hauler also agrees it will have and provide proof of liability insurance of no less than one million dollars (\$1,000,000.00) and that the City will be named as an additional insured on the liability policy.

5. Hauler agrees to inspect the trailer before leaving the Environmental Services Department's yard and again before leaving the Denver Facility or Cheyenne Facility, noting any damage to the trailer.
6. City agrees to pay the Hauler \$800.00 per round trip for each haul of the recycled materials to the Denver Facility. City agrees to pay the Hauler \$450.00 per round trip for each haul of the recycled materials to the Cheyenne Facility. The City and the Hauler agree that the amounts will be tied to the annual increase or decrease in the City's general fund departments as determined by the City.
7. The term of this Agreement shall be for two (2) years from the date of this Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA,
a Municipal Corporation,

By _____
Mayor

City Clerk

GOLD WATCH, LLC, a Nebraska
Limited Liability Company,

By _____
Duane E. Wohler, Member