MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: July 24, 2015

Subject: Report regarding current contracts for litter pick-up within the City of Marshall

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This item has been placed on the agenda at the request of Commissioner Boersma.

The City is currently entered into two agreements for litter pick-up services:

- Litter Control contract with Ben Harber for removal of all litter, on a twice per month basis, from specified highway or street right-of-ways. Payment for services is $3,500.00 per month, not to exceed $42,000 annually. The current contract will expire on December 31, 2015, with the option for a second and third renewal of the existing contract provided that both parties agree to such an extension. A copy of the contract and listing of highways/streets serviced is attached. Mr. Harber submits an invoice each month for services rendered, along with documentation of the dates that litter removal for each area was completed. A copy of this documentation from the most recent invoicing period is also attached.

- Litter Pick-Up and Disposal contract with Harrison County Juvenile Services for litter pick-up and disposal within City of Marshall parks. The total contract amount is $12,583.20, with payments made in eight monthly installments of $1,572.90. The current contract will expire on November 1, 2015. A copy of the contract is attached.

AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS and BEN HARBER (Bid No. 2014-LITTER CONTROL)

FILE COPY

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRISON:

THIS CONTRACT is made and entered into on this the 1st day of January, 2015 by and between the **City of Marshall**, (hereinafter referred to as "**CITY**") and **Ben Harber** (hereinafter referred to as "**CONTRACTOR**"). In consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

I. Statement of Services to be performed.

The Contractor shall pick up and remove all litter on a twice per month basis from specified highway or street right-of-ways within the corporate limits of the City in accordance with the attached highway and/or street list (Attachment A) or as revised by addendum listings. The Contractor shall perform the twice monthly litter removal in a cycle which will allow each specified highway or street to be serviced in the first two weeks of the month and then a second time in the third or fourth week of the month. The Contractor shall be responsible for the proper disposal of all litter.

The Contractor will be responsible for all necessary safety precautions including posting and erection of all signing necessary to comply with the attached signing requirements set by the State Department of Highways and Public Transportation.

The Contractor will not be responsible for removal or disposal of dead animals. The Contractor shall contact the Animal Control Division of the City to assure that the City will remove dead animals discovered by the Contractor.

All work shall be performed as specified or indicated in the Proposal (Attachment A), and, at the Contractor's own cost and expense. The Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the work, as described above and in accordance with the Proposal unless otherwise agreed to by the City.

II. Signage, Equipment, and Safety.

In order to insure safety of the traveling public, Contractor shall coordinate all work within the City and shall place warning signs in accordance with the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags, or other safety material or devices as may be required to protect and warn the traveling public, must be furnished by the Contractor.

The Contractor agrees to accept full responsibility for any and all damages, including damage to City of State right-of-ways, as a result of their operations thereon. The Contractor further agrees to promptly repair any such damage in accordance with the City or State's instructions.

All equipment operating on City of State right-of-way shall be licensed in accordance with the laws of the State of Texas.

III. Contract Amount

The total amount of this contract during this extended term shall not exceed $42,000.00.

IV. Payment for Services

The City shall pay Contractor for services performed upon receipt of a proper invoice presented to the City Finance Department within thirty (30) days from receipt of same.

Payment for services performed shall be billed at a rate of $3,500.00/month

V. Term of Contract

The initial term of this contract shall be a period of twelve (12) months, beginning January 01, 2015 and ending December 31, 2015. Contract may be extended for a second and third annual period beginning January 1, 2016 and January 1, 2017, provided both parties agree to such extension not less than thirty (30) days prior to the end of each annual period and approved by the City Manager. It is additionally conditioned that any annual increase is not higher than the Consumer Price Index for the previous twelve (12) months as interpreted by the City Finance Director

VI. Additional Requirements of Contractor

The Contractor shall provide monthly reports to the City which demonstrates work performed during the previous month. Such reports shall identify locations worked along with dates and times when work was performed.

All operations must meet the approval of the City. The City Manager or his designee shall have the right throughout the duration of this agreement, to verify the Contractor's compliance with the terms of this agreement. Failure by the Contractor to satisfactorily perform the work herein specified shall be cause for immediate suspension of the work and possible cancellation of the agreement or declaration of default.

VII. Insurance

Contractor shall maintain insurance coverage during the entire term of this Contract in accordance with insurance requirements set forth in section 8 of the Bid Specifications contained in the Proposal. Contractor shall not commence work under this Contract until Contractor has obtained at Contractor's expense all insurance required by this Contract and such insurance has been approved by the City Manager or the City Manager's designee. Contractor shall not allow any subcontractor to commence work on any subcontract for the performance of work under this Contract until the subcontractor has obtained insurance that complies with all of the requirements of this Contract and such insurance has been approved. Nothing contained in the insurance requirements of this Contract shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operations.

VIII. Compliance with Laws

The Contractor Party shall comply with all Federal, State, and local laws, statutes, and ordinances applicable to the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Contractor shall furnish City with satisfactory proof of its compliance therewith.

IX. No Third-party Beneficiaries

Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

X. Special Provisions

As to the contractual relationship between Contractor and the City, Contractor is and shall be considered in all things an independent contractor.

XI. Entire Contract

This Contract, together with the attachments identified herein, constitute the entire Contract between the City and Contractor and supersede all prior or oral understandings.

XII. Severability

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

XIII. Effect of Authorship on Construction of Contract

The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.

Executed on behalf of the Contractor by its owner shown below, and on behalf of the City by its City Manager, or authorized representative, this agreement will be effective on the 22nd day of January, 2015.

CITY OF MARSHALL
PO Box 698
Marshall, Texas 75671

By: _____
Kenneth Snyder
Acting City Manager

CONTRACTOR:
Ben Harber
PO Box 1573
Marshall, Texas 75671

By: _____
Ben Harber
Owner

ATTACHMENT A
STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
DOWNTOWN	0.50	BURLESON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	RUSK	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	AUSTIN	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	HOUSTON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	BOWIE	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	TRAVIS	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	GROVE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	FRANKLIN	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WELLINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WASHINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	BOLIVAR	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	LAFAYETTE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	ALAMO	HWY 80	SOUTH	TRAVIS	
DOWNTOWN TOTAL	**6.50**					
MAJOR HWYS	6.30	HWY 59	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.60	HWY 43	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.00	HWY 80	EAST LIMITS	WEST	WEST LIMITS	
MAJOR HWYS	3.80	FM 31	HWY 59	SOUTH	SOUTH LIMITS	
MAJOR HWYS	1.50	FM 1998	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	1.70	FM 1997	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	0.80	HWY 449	LOOP 390	WEST	WEST LIMITS	
MAJOR HIGHWAY TOTAL	**28.70**					

ATTACHMENT A
STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
ARTERIES	1.70	* WASHINGTON	GINOCHIO	SOUTH	HWY43	DOES NOT INCLUDE DOWNTOWN AREA
	3.30	* HOUSTON	HWY 80	WEST	WEST LIMITS	DOES NOT INCLUDE DOWNTOWN AREA
	0.20	INDIAN SPRINGS	HWY 80	SOUTH	FM 31	
	1.70	ELYSIAN FIELDS	HWY 59	EAST	FM 31	
	1.80	WARREN DRIVE/AIRPORT ROAD	HWY 80	SOUTH	FM31	
	1.00	BELL CUT OFF	FM 1998	NORTH	HWY 43	
	0.70	TRAVIS	ALAMO	EAST	HWY 59	
	0.90	POPLAR		EAST	HWY 59	
	1.70	HARRIS LAKE ROAD	HWY 59	EAST	LOOP 390	
	0.40	BOLIVAR	HWY 80	NORTH	POPLAR	
	1.60	GARRETT	TRAVIS	SOUTH	HWY 43	
	1.60	GROVE/BOMAR	TRAVIS	SOUTH	HWY 43	
	1.60	UNIVERSITY	WASHINGTON	WEST	NORIT	
	1.20	MLK BLVD. (WEST END. BLVD)	HOUSTON	SOUTH	HWY 43	
	0.70	JOHNSON	HWY 59	WEST	GARRETT	
	0.50	MAVERICK DRIVE	JOHNSON	SOUTH	HWY 43	
	1.30	SANFORD	HOUSTON	SOUTH	MEREDITH	
	1.70	ROSBOROUGH SPRINGS	HWY 43	SOUTH	SOUTH LIMITS	
	1.50	WILEY/MOORE/CARTER/COLLEGE / ROSB.SPRING	HOUSTON	SOUTH	HWY 43	
	1.00	CARTER'S FERRY	UNIVERSITY	SOUTH	HWY 43	
	0.50	HARLETON ROAD	NORWOOD	WEST	LOOP 390	
	0.70	EVANS	VAN ZANDT	NORTH	LOOP 390	
	0.60	VAN ZANDT	GROVE	WEST	NORWOOD	
	1.10	NORWOOD	HWY 80	NORTH	LOOP 390	
	.40	THIRD	POPLAR	SOUTH	GRAND	

ATTACHMENT A
STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
ARTERIES - CONTINUED	.50	RUSK	BISHOP	WEST	MARSHALL AVE.	
	.25	BISHOP	WEST HOUSTON	NORTH	WEST GRAND AVE.	
	.90	JEFFERSON AVE.	POPLAR	NORTH	HIGHWAY 59	
	.50	WARD STREET	WEST HOUSTON	NORTH	WEST GRAND AVE.	
	.20	VIRGINIA	FRANKLIN	EAST	ESPLANADE	
	.40	STATE	SIXTH	EAST	JEFFERSON	
TOTAL	**32.15**					
GRAND TOTAL	**67.35**					

ATTACHMENT D
PICK-UP SCHEDULE
STREETS – LITTER CONTROL
MONTH June YEAR 2015

AREA	MILES	STREET	FROM	DIRECTION	TO	DATE COMPLETED
DOWNTOWN	0.50	BURLESON	GROVE	EAST	ALAMO	6-3
DOWNTOWN	0.50	RUSK	GROVE	EAST	ALAMO	6-3
DOWNTOWN	0.50	AUSTIN	GROVE	EAST	ALAMO	6 3
DOWNTOWN	0.50	HOUSTON	GROVE	EAST	ALAMO	6-3
DOWNTOWN	0.50	BOWIE	GROVE	EAST	ALAMO	6 3
DOWNTOWN	0.50	TRAVIS	GROVE	EAST	ALAMO	6 3
DOWNTOWN	0.50	GROVE	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	FRANKLIN	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	WELLINGTON	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	WASHINGTON	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	BOLIVAR	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	LAFAYETTE	HWY 80	SOUTH	TRAVIS	6 3
DOWNTOWN	0.50	ALAMO	HWY 80	SOUTH	TRAVIS	6 3
TOTAL	**6.50**					
AREA	**MILES**	**STEET**	**FROM**	**DIRECTION**	**TO**	**DATE COMPLETED**
MAJOR HWYS	6.30	HWY 59	NORTH LIMITS	SOUTH	SOUTH LIMITS	6-1
MAJOR HWYS	7.60	HWY 43	NORTH LIMITS	SOUTH	SOUTH LIMITS	6-6
MAJOR HWYS	7.00	HWY 80	EAST LIMITS	WEST	WEST LIMITS	6 2
MAJOR HWYS	3.80	FM 31	HWY 59	SOUTH	SOUTH LIMITS	6 9
MAJOR HWYS	1.50	FM 1998	HWY 80	NORTH	LOOP 390	6-7
MAJOR HWYS	1.70	FM 1997	HWY 80	NORTH	LOOP 390	6-10
MAJOR HWYS	0.80	HWY 449	LOOP 390	WEST	WEST LIMITS	6-10
TOTAL	**28.70**					

ATTACHMENT D
PICK-UP SCHEDULE
STREETS – LITTER CONTROL
MONTH June YEAR 2015

AREAA	MILES	STEET	FROM	DIRECTION	TO	DATE COMPLETED
ARTERIES	1.70	WASHINGTON	GINOCHIO	SOUTH	HWY43	6-3
	3.30	HOUSTON	HWY 80	WEST	WEST LIMITS	6-15
	0.20	INDIAN SPRINGS	HWY 80	SOUTH	FM 31	6 9
	1.70	ELYSIAN FIELDS	HWY 59	EAST	FM 31	6 9
	1.80	WARREN DRIVE/AIRPORT ROAD	HWY 80	SOUTH	FM31	6 9
	1.00	BELL CUT OFF	FM 1998	NORTH	HWY 43	6 7
	0.70	TRAVIS	ALAMO	EAST	HWY 59	6 3
	0.90	POPLAR		EAST	HWY 59	6 9
	1.70	HARRIS LAKE ROAD	HWY 59	EAST	LOOP 390	6-9
	0.40	BOLIVAR	HWY 80	NORTH	POPLAR	6-9
	1.60	GARRETT	TRAVIS	SOUTH	HWY 43	6 3
	1.60	GROVE/BOMAR	TRAVIS	SOUTH	HWY 43	6-3
	1.60	UNIVERSITY	WASHINGTON	WEST	NORIT	6 3
	1.20	MLK BLVD. (WEST END. BLVD)	HOUSTON	SOUTH	HWY 43	6 8
	0.70	JOHNSON	HWY 59	WEST	GARRETT	6-3
	0.50	MAVERICK DRIVE	JOHNSON	SOUTH	HWY 43	6 3
	1.30	SANFORD	HOUSTON	SOUTH	MEREDITH	6 8
	1.70	ROSBOROUGH SPRINGS	HWY 43	SOUTH	SOUTH LIMITS	6 8
	1.50	WILEY/MOORE/CARTER/COLLEGE/RO SB.SPRING	HOUSTON	SOUTH	HWY 43	6 8
	1.00	CARTER'S FERRY	UNIVERSITY	SOUTH	HWY 43	6 8
	0.50	HARLETON ROAD	NORWOOD	WEST	LOOP 390	6 10
	0.70	EVANS	VAN ZANDT	NORTH	LOOP 390	6 10
	0.60	VAN ZANDT	GROVE	WEST	NORWOOD	6 10
	1.10	NORWOOD	HWY 80	NORTH	LOOP 390	6 10

ATTACHMENT D
PICK-UP SCHEDULE
STREETS – LITTER CONTROL
MONTH June YEAR 2015

AREA	MILES	STEET	FROM	DIRECTION	TO	DATE COMPLETED
ARTERIES	.40	THIRD	POPLAR	SOUTH	GRAND	6-9
	.20	VIRGINIA	FRANKLIN	EAST	ESPLANADE	6-9
	.40	STATE	SIXTH	EAST	JEFFERSON	6-9
TOTAL	**30.00**					
GRAND TOTAL	**65.20**					

SIGNATURE Ben Harbe

TOTAL LITER PICK UP 92 CUBIC YARDS

ATTACHMENT D
PICK-UP SCHEDULE
STREETS – LITTER CONTROL
MONTH June YEAR 2015

AREA	MILES	STREET	FROM	DIRECTION	TO	DATE COMPLETED
DOWNTOWN	0.50	BURLESON	GROVE	EAST	ALAMO	6-20
DOWNTOWN	0.50	RUSK	GROVE	EAST	ALAMO	6-20
DOWNTOWN	0.50	AUSTIN	GROVE	EAST	ALAMO	6 20
DOWNTOWN	0.50	HOUSTON	GROVE	EAST	ALAMO	6 20
DOWNTOWN	0.50	BOWIE	GROVE	EAST	ALAMO	6 20
DOWNTOWN	0.50	TRAVIS	GROVE	EAST	ALAMO	6 20
DOWNTOWN	0.50	GROVE	HWY 80	SOUTH	TRAVIS	6 20
DOWNTOWN	0.50	FRANKLIN	HWY 80	SOUTH	TRAVIS	6 20
DOWNTOWN	0.50	WELLINGTON	HWY 80	SOUTH	TRAVIS	6 20
DOWNTOWN	0.50	WASHINGTON	HWY 80	SOUTH	TRAVIS	6-20
DOWNTOWN	0.50	BOLIVAR	HWY 80	SOUTH	TRAVIS	6 20
DOWNTOWN	0.50	LAFAYETTE	HWY 80	SOUTH	TRAVIS	6-20
DOWNTOWN	0.50	ALAMO	HWY 80	SOUTH	TRAVIS	6-20
TOTAL	**6.50**					
AREA	**MILES**	**STEET**	**FROM**	**DIRECTION**	**TO**	**DATE COMPLETED**
MAJOR HWYS	6.30	HWY 59	NORTH LIMITS	SOUTH	SOUTH LIMITS	6-16
MAJOR HWYS	7.60	HWY 43	NORTH LIMITS	SOUTH	SOUTH LIMITS	6-17
MAJOR HWYS	7.00	HWY 80	EAST LIMITS	WEST	WEST LIMITS	6-28
MAJOR HWYS	3.80	FM 31	HWY 59	SOUTH	SOUTH LIMITS	6-24
MAJOR HWYS	1.50	FM 1998	HWY 80	NORTH	LOOP 390	6-21
MAJOR HWYS	1.70	FM 1997	HWY 80	NORTH	LOOP 390	6-27
MAJOR HWYS	0.80	HWY 449	LOOP 390	WEST	WEST LIMITS	6-27
TOTAL	**28.70**					

ATTACHMENT D
PICK-UP SCHEDULE
STREETS – LITTER CONTROL
MONTH June YEAR 2015

AREAA	MILES	STEET	FROM	DIRECTION	TO	DATE COMPLETED
ARTERIES	1.70	WASHINGTON	GINOCHIO	SOUTH	HWY43	6 20
	3.30	HOUSTON	HWY 80	WEST	WEST LIMITS	6·22
	0.20	INDIAN SPRINGS	HWY 80	SOUTH	FM 31	6 24
	1.70	ELYSIAN FIELDS	HWY 59	EAST	FM 31	6-24
	1.80	WARREN DRIVE/AIRPORT ROAD	HWY 80	SOUTH	FM31	6-24
	1.00	BELL CUT OFF	FM 1998	NORTH	HWY 43	6 21
	0.70	TRAVIS	ALAMO	EAST	HWY 59	6·20
	0.90	POPLAR		EAST	HWY 59	6-21
	1.70	HARRIS LAKE ROAD	HWY 59	EAST	LOOP 390	6·21
	0.40	BOLIVAR	HWY 80	NORTH	POPLAR	6 21
	1.60	GARRETT	TRAVIS	SOUTH	HWY 43	6-20
	1.60	GROVE/BOMAR	TRAVIS	SOUTH	HWY 43	6 20
	1.60	UNIVERSITY	WASHINGTON	WEST	NORIT	6-23
	1.20	MLK BLVD. (WEST END. BLVD)	HOUSTON	SOUTH	HWY 43	6-23
	0.70	JOHNSON	HWY 59	WEST	GARRETT	6 20
	0.50	MAVERICK DRIVE	JOHNSON	SOUTH	HWY 43	6 20
	1.30	SANFORD	HOUSTON	SOUTH	MEREDITH	6 23
	1.70	ROSBOROUGH SPRINGS	HWY 43	SOUTH	SOUTH LIMITS	6 23
	1.50	WILEY/MOORE/CARTER/COLLEGE/RO SB.SPRING	HOUSTON	SOUTH	HWY 43	6 23
	1.00	CARTER'S FERRY	UNIVERSITY	SOUTH	HWY 43	6-23
	0.50	HARLETON ROAD	NORWOOD	WEST	LOOP 390	6-27
	0.70	EVANS	VAN ZANDT	NORTH	LOOP 390	6-27
	0.60	VAN ZANDT	GROVE	WEST	NORWOOD	6-27
	1.10	NORWOOD	HWY 80	NORTH	LOOP 390	6-27

COPY

AGREEMENT

STATE OF TEXAS

COUNTY OF HARRISON KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into on the 19th day of **March, 2015** this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act, by and between the **City of Marshall, Texas**, a municipal corporation, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City" and **Harrison County Juvenile Services**, 1401 Warren Drive, Marshall, Texas, hereinafter called "Contractor", have this day entered into the following contract and agreement upon the terms and conditions set forth below.

1. Contractor agrees to make approximately **437** visits (excludes holidays) at the cost of **$12,583.20** and to perform the following.
   A. Pick up and dispose of all litter at listed sites to City's satisfaction;
   B. Supervision of work crews;
   C. Adequate equipment for work crews;

LOCATION	DAYS A WK	PERIOD	DAILY RATE	VISITS	YEARLY RATE
Airport Park	3(M,W,F)	3/2 to 4/3	$38.63	15	579.45
Airport Park	5(M,T,W,Th,F)	4/6 to 7/10	$38.63	70	2,704.10
Airport Park	1(M)	7/13 to 10/19	$38.63	15	579.45
Bella Wyatt	2(M,Th)	3/2 to 7/2	$ 11.33	36	407.88
Bella Wyatt	1(M)	7/6 to 10/19	$ 11.33	16	181.28
Bath-Miller	1(M)	3/2 to 10/19	$ 11.33	34	385.22
Spring St. Park	2(M,F)	3/2 to 10/23	$19.31	68	1,313.08
Lions Park	2(M,Th)	3/2 to 10/22	$20.60	68	1,400.80
City Park	2(M,Th)	3/2 to 4/9	$28.97	12	347.64
City Park	3(M,W,F)	4/13 to 7/10	$28.97	39	1,129.83
City Park	2(M,Th)	7/13 to 10/8	$28.97	26	753.22
West End Park	1(M)	3/2 to 11/16	$28.97	38	1,100.86
SUB TOTAL				**437**	**$10,882.81**

Harrison County Juvenile Services will also receive the following expense amounts **in addition** to the sub total yearly rate.

Mileage expense and oil change service	$1,553.65
2 dozen safety vests @ $53.15 per doz	$106.30
2 dozen leather gloves@ $16.63 per doz	$33.26
2 boxes of 100 latex gloves @ $3.59 per box	$7.18
CONTRACT TOTAL	**$12,583.20**

2. The City agrees to provide the following:

   A. Plastic Refuse Bags
   B. Periodic inspection of premises to assure satisfaction
   C. Dumpsters will be provided at each location

3. The City agrees to pay the Contractor in eight (8) monthly installments in the amount of **$1,572.90** each on or before the fifteenth of each month beginning in **April 1, 2015** and ending in **November 1, 2015**. The Contractor will bill the City on the first working day of each month.

4. The service days shall be as set forth in the above schedule. Interruption of service due to inclement weather shall not be attached to this agreement.
5. Contractor agrees to indemnify and save as harmless the City from and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from, arising out of, or connected with any acts or omissions of Contractor, his employees, agents, or subcontractors, in the performance of the work pursuant to the terms of this contract.

6. Except for the material described above, the Contractor agrees to furnish all labor, equipment and other materials necessary to accomplish the services described in this contract.

7. Contractor shall provide a certificate of insurance for all employees engaged in fulfillment of this contract as follows;
   A. Workmen's compensation in accordance with state limits.
   B. Liability insurance in the amount of 100,000/300,000 B.I. and 100,000 P.D.

8. Either party may terminate this contract without penalty by giving the other party notice in writing of their intention to do so at least thirty days prior to the date of termination.

9. This contract contains the complete agreement between the parties, and there are no representations, oral or otherwise, other than those set out herein.

This agreement is made and executed between the parties on this 20th day of March, 2015.

HARRISON COUNTY JUVENILE SERVICES

Harrison County Court At Law Judge

Attest

CITY OF MARSHALL, TEXAS

City Manager

Attest, City Secretary