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1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Miles City Sanitation (CONTRACTOR)** enter into this Contract **(14-025-PHYCF)**. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Pine Hills Youth Correctional Facility (PHYCF)
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Miles City Sanitation
PO Box 966

Miles City, MT 59301
406-232-0109

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR agrees to provide DEPARTMENT with one (1) 6.0-yard trash container and one (1) 4.0-yard trash container for collection of non-hazardous trash and food service waste at PHYCF, 4 N Haynes Avenue, Miles City, MT. These containers will be placed on-site at locations designated by DEPARTMENT.

B. CONTRACTOR shall maintain these containers and dispose of all garbage/refuse in accordance with local sanitation codes.

C. CONTRACTOR shall routinely empty the containers on the following days:
6.0-yard container every Monday, Wednesday, and Friday
4.0-yard container every Monday and Friday

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR $435.00 per month, not to exceed five thousand two hundred and twenty dollars ($5,220.00) per Fiscal Year for the services described herein.

B. This rate is inclusive of all travel and per diem. DEPARTMENT will not compensate CONTRACTOR for travel or travel time, lodging, meals, supplies, or any other expense incurred by CONTRACTOR while performing services identified within this Contract.

C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.

D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.