



Lawrence County Government  
Office of Accounts & Budgets  
700 Mahr Avenue  
Lawrenceburg, TN 38464  
Phone: 931-766-4198 Fax: 931-244-6153  
lawrencecountyttn.gov

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# LAWRENCE COUNTY, TENNESSEE

## Invitation to Bid

*For*

**ITB No. 081324-01**

**Solid Waste Services  
Loading, Transportation & Disposal  
Of Waste**

ITB Opening  
08/13/24  
4:30 pm CST

Lawrence County Government is soliciting Bids for the loading, transportation and disposal of the county's Solid Waste for a period of (5) years beginning no more than sixty (60) days after approval of the bid by the Commission. Bids submitted after 08/13/2024 @ 12:00 pm will not be considered. The County reserves the right to reject any or all bids; and not award this project to any bidder. Lawrence County further reserves the right to reject any bid that is determined to be non-responsive. Lawrence County reserves the right to reject the bid of any Bidder who previously has performed unsatisfactorily for Lawrence County or any other governmental agency. This is a request for bid, not a competitive bid process.

**Please Deliver Bids to:**

**ITB #081324-01  
Lawrence County Office of Accounts & Budgets  
700 Mahr Avenue  
Lawrenceburg, Tennessee 38464**

**The Envelope must show the ITB#, Name and Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to [kodom@lawcotn.org](mailto:kodom@lawcotn.org).
2. **ADDENDA:** If it becomes necessary to revise any part of this ITB, a written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective bidders. The bidder shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid. Bidders shall examine all information and specific requirements contained in this document. Failure to do so shall be at the Contractor's risk.
3. **AGREEMENT:** The entire Agreement between County and Contractor as contained herein and, in any attachments, or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.
4. **AGREEMENT DATE:** The date the contract is made and entered into between Lawrence County and Contractor.
5. **ACCEPTANCE:** Bidders shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Bid closing, unless otherwise indicated in their Bid.
6. **AWARD:** The result of this Invitation to Bid may result in a contractual agreement.

7. **BID DELIVERY:** Lawrence County requires all bids to be time date and stamp the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will not be responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not be responsible delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.
8. **CLASS 1 DISPOSAL FACILITY:** Refers to a sanitary landfill which serves a municipal, institutional and/or rural population and is used or to be used for disposal of domestic wastes, commercial waste, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.
9. **CONFLICT OF INTEREST:** The bidder warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the County as compensation, wages, or gifts in exchange for acting as an officer, agent, employee, consultant, or to any respondent in connection with any work contemplated or performed relative to this Contract. Bidder must have read and complied with the "non-conflict of interest" statement provided in the registration process prior to the closing of this solicitation.
10. **CONSTRUCTION/DEMOLITION WASTE:** Solid waste, other than special waste, which is produced or generated during construction, remodeling, repair, and demolition of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal
11. **COPIES:** Lawrence County requires Bids be submitted as one (1) marked original and six (6) exact copies.
12. **CONSTRUCTION/DEMOLITION WASTES:** As defined in TCA Chapter 0400-11-01 wastes, other than special wastes, resulting from construction, remodeling, repair and demolition of structures and from road building. Such wastes include but are not limited to bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar, paving material.
13. **CONSUMER PRICE INDEX (CPI):** Rate as published by US Department of Labor, Bureau of Labor Statistics.
14. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the bidder must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

15. **DOMESTIC WASTE:** Any solid waste (including garbage and trash) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas), or commercial property.
16. **ELECTRONIC TRANSMISSION OF BIDS:** Lawrence County Government **will not** accept electronically transmitted bids. Facsimile submission is strictly prohibited. All bids must be mailed or delivered by hand.
17. **EXCLUDED WASTE:** Highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste excluded by an applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approvals obtained.
18. **FARMING WASTE:** The wastes from the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; and in the production and harvesting of agricultural crops which include agronomic, horticultural, and silvicultural crops and wastes resulting from aquaculture activities. Does not include special wastes such as waste oils or other lubricants, unused fertilizers, or pesticide containers or residues.
19. **HAZARDOUS WASTE:** All materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Tennessee Department of Environment and Conservation, or any other agency pursuant to any Environmental Law, and all current and future amendments thereto and all regulations promulgated thereunder.
20. **INCURRED COSTS:** Lawrence County is not responsible for any costs incurred by the bidders in the preparation of their bid. The bidder shall be responsible for all costs incurred in connection with the preparation and submission of its bid.
21. **INDUSTRIAL WASTE:** Any solid waste produced in, or generated by, a manufacturing or industrial processes. Does not include commercial, domestic, mining, or hazardous waste or special waste by the regulations of the Tennessee Department of Environment and Conservation, Division of Solid Waste.
22. **INSTITUTIONAL WASTE:** All solid waste, which is not special waste, emanating from institutions such as, but not limited to, hospitals, healthcare facilities, nursing homes, laboratories, orphanages, correctional institutions, schools and universities.
23. **LANDSCAPING AND LAND CLEARING WASTE:** means trees, stumps, brush, dirt, branches, leaves, clippings, etc. farm landscaping and land clearing activities.

24. **PUBLIC INFORMATION:** The bidder understand that any material supplied to the County in submitting this bid may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.
25. **REQUIRED APPROVALS:** The County is not bound by this contract until it is signed by the parties and approved by the appropriate officials in accordance with Tennessee laws and regulations.
26. **SIGNING OF BIDS:** To be considered all Bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the Bid document.
27. **SLUDGE:** Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.
28. **SOLID WASTE:** As defined in TCA Title 68, Chapter 211-103; means garbage, trash, refuse, abandoned material, spent material, byproducts, scrap, ash, sludge, and all discarded material including, solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities. Solid waste includes, without limitation, recyclable material when it is discarded or when it is used in a manner constituting disposal. Solid waste **does not** include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C. Section 1342).
29. **SPECIAL WASTE:** Solid wastes that are either difficult or dangerous to manage and may include sludges, bulky wastes, pesticide wastes, medical wastes, industrial wastes, hazardous wastes which are not subject to regulations under Rules 0400-12-01-.03 through 0400-12-01-.07, liquid wastes, friable asbestos wastes, and combustion wastes. Examples include asbestos and medical wastes, but are not limited to these.
30. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" – "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI. The bidder shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The bidder warrants that it complies with the Fair Labor Standard Act Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as

applicable. The bidder warrants that it does not engage in any illegal employment practices.

31. **TON:** 2,000 pounds.
32. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Lawrence County.
33. **WHITE GOODS:** Discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
3. **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
4. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
5. **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
6. **DEBARMENT AND SUSPENSION:** The bidder certifies, to the best of its knowledge and belief, that it, its current principals, and its current and future sub-contractors and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Section B of this certification; and
- d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its sub-contractors are excluded or disqualified.

7. **DEFAULT:** If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
9. **INCORPORATION:** All specifications, drawings, technical information, submittals, award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Lawrence County its officers, agents and employees from any and cost, all lawsuits, claims, losses, demands, settlements and other expenses of any kind arising from the loading, transportation, and disposal of solid waste from the Transfer Station and

performance of the contract, or the failure of the Bidder to comply with all applicable federal, state, and local laws, rules and regulations, including but not limited to all laws, rules and regulations governing loading, transportation and disposal of solid waste.

11. **INDEPENDENT CONTRACTOR:** Bidder warrants to be an independent contractor and responsible for its services, and not as the agent of County, in performing the Contract, maintaining complete control over its employees and all its approved subcontractors. Nothing contained in this contract, or any approved subcontract awarded by bidder shall create any contractual relationship between any such subcontractor and County. Bidder shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The bidder shall review State of Tennessee laws and regulations applicable to its services. The bidder agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.
12. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
14. **LICENSURE:** The bidder, its employees and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, regulations, and rules. The respondent shall, upon requires, provide proof of all licenses.
15. **LIMITATIONS OF LIABILITY:** In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages.
16. **NON-BOYCOTT OF ISRAEL:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.



17. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

18. **REMEDIES:** Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

19. **RIGHT TO INSPECT:** Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

20. **SEVERABILITY:** If any terms of this Contract are held invalid or unenforceable as a matter of law, the other terms shall not be affected and shall remain in full force and effect. The terms in this ITB and contract are declared severable.

21. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Procurement Division.

22. **TAXES:** County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

23. **TERMINATION FOR CAUSE:** If the bidder fails to perform its obligations under this contract, or if the bidder violates any terms of the contract the County has the right to immediately terminate this contract and withhold payments in excess of fair compensation for

completed services. Notwithstanding the exercise of the County's right to terminate the Contract for cause, the Contractor shall not be relieved of liability the County for damages sustained by any breach of this contract by the bidder.

24. **TERMINATION FOR CONVENIENCE:** The County In its sole discretion, may terminate this contract at any time the effective date, without cause, by providing at least 30 days' prior written notice to the bidder. The bidder shall be entitled to compensation for authorized expenditures and satisfactory work completed as of the termination date, but in no event shall the County be liable to the bidder for compensation for any service that has not been rendered. The bidder shall have no right to any actual general, special, incidental, consequential, or any other damages of any description or amount for the County's right to terminate for convenience.
25. **WARRANTY:** Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.
26. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received prior to the time fixed for bid opening. After bids have been opened, bids must remain open for acceptance for sixty (60) days.

### **SECTION III SCOPE OF WORK**

#### **PROJECT OVERVIEW**

Lawrence County Government owns and contracts the operation of a Municipal Solid Waste Transfer Station. The Transfer Station, located at 2126 Baler Drive, Lawrenceburg, Tennessee, is for the purpose of County residents and businesses who are authorized to dispose of their municipal solid waste at this facility. The County is seeking bids from qualified companies to operate the County Transfer Station for a period of five (5) years with the option to renew for an additional five (5) year period. The scope of work is presented in this section. Also presented with this Invitation to Bid is a draft of a proposed contract for the loading, transportation and disposal of Solid Waste, and **THE COUNTY RESERVES THE RIGHT TO ADD OR REMOVE TERMS AND CONDITIONS TO SAID CONTRACT.**

Information supplied by the County in connection with this ITB relating to existing conditions is furnished only for the information and convenience of the Bidder, and each Bidder should use its own judgment in evaluating and verifying the information supplied. Lawrence County does not guarantee a minimum amount of solid waste due to the uncertainty for future needs of Lawrence County.

The contractor shall provide, in a good workmanlike manner, the services called for and described herein:

1. **Loading, Transportation and Disposal of Solid Waste:** The contractor will be responsible for loading, transportation and disposal of solid waste from the Lawrence County Solid Waste, 2126 Baler Drive, Lawrenceburg, TN 38464. The contractor will comply with all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to the rules, regulations, and guidelines promulgated by the Tennessee Solid Waste Control Board and the Tennessee Department of Environment and Conservation. The contractor will provide for disposal of solid waste at a disposal site qualified by State and Federal Regulations. All loaded trailers shall be weighted at the scales when leaving the transfer station. The trailer weight shall be compared to the scale weight at the disposal facility with billing based on the lighter of the two readings.
2. **Transfer Station Operations:** Contractor shall be responsible for the management and operation of the transfer station in compliance with all federal, state, and local ordinances, laws, regulations, and statutes and in accordance with the following requirements:
  - a) The facility will operate, at a minimum, during the hours of Monday through Friday, 7 AM – 4 PM, Saturday 7 AM – 12 Noon. The facility will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.
  - b) The Transfer Station must be operated in compliance with TN Department of Conservation rules and Permit TRF500001329 which is issued to this Transfer Station.
  - c) Trained personnel must be onsite at all hours of operation.
  - d) The facility must be maintained in a clean, well ordered state during operation. Litter must be removed from the grounds and fencing. The Transfer Station floor must be cleaned daily.
  - e) Waste will not be left on the transfer floor overnight. If waste is left on floor a Penalty Fee of \$1,300.00 will be assessed for each day it remains.
  - f) Waste will not be left outside and must be managed under cover at all times.
  - g) Waste will be transported from the transfer station to the landfill within eighteen (18) hours of loading. If trailers are loaded but will not arrive at the landfill prior to closing, then loaded waste shall be transported to the landfill on the next business day.

- h) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
  - i) The County shall obtain and maintain any and all permits necessary for the operation of the Lawrence County Transfer Station. Contractor shall obtain and maintain any and all permits for the operation of solid waste transportation vehicles necessary to fulfill its obligations under this Contract. In the event any modifications to the Lawrence County Transfer Station must be made to bring the Lawrence County Transfer Station into compliance with current and future laws, the cost of such modifications shall be paid by the County.
  - j) The condition of the Transfer Station shall be documented at the beginning of the contract term and shall be maintained in a similar condition throughout the term of the contract. Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell.
  - k) The office shall be maintained in a clean and healthy condition.
  - l) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.
  - m) The Contractor shall document all state inspections and provide copies of inspections to the County once received.
  - n) All accepted waste becomes the responsibility of the Contractor. In the event of accidental receipt of unacceptable waste, the Contractor shall be responsible for removing and properly disposing of this waste. Costs associated with the removal, cleanup and disposal of the material will be borne by the Contractor at no additional cost to the County. The Contractor can seek recovery of costs from the hauler or the generator of the material.
3. The contractor shall not transport partial loads of Solid Waste, unless instructed by Lawrence County to do otherwise. Partial loads shall remain on the premises of the Lawrence County Transfer Station until the transfer trailer is fully loaded, unless the County instructs otherwise. NO fully loaded trailer will remain at the Lawrence County Transfer Station for more than three (3) business days.
4. Contractor shall maintain the vehicles in good operating condition, including, but not limited to, routine maintenance to brakes, tires, hydraulic hoses, and regular servicing. Contractor accepts all risk of depreciation, loss, or damage to the vehicle(s) used to transport waste and agrees to pay all operating costs, license plates, permits, taxes, and other costs associated with ownership of the vehicle(s).

5. The Contractor must be qualified to perform the services required. If Subcontractors are employed, they must be identified in the bid and the Contractor shall provide the following information:
  - a) Identification of the hauler and information on the hauler's experience.
  - b) Number of trucks and trailers available.
  - c) Method for handling peak days, holidays or difficult weather conditions.
6. The Contractor and all subcontractors shall provide all insurance coverage necessary to operate and assume liability as defined in Section VI of this Invitation to Bid.
7. In the event the Contractor wishes to change disposal sites, the change may be done only after approval of the alternate site by the County. Any cost increases in transport or disposal caused by the change shall be borne by the Contractor for the term of the Contract. Any decreases shall be passed on to the county. Annual fee escalators shall not include any increase in cost for change of location.

#### **SECTION IV RESPONSIBILITIES OF CONTRACTOR**

The Contractor will:

1. Negotiate in good faith and enter into a contract with Lawrence County.
2. Guarantee the delivery of the services identified under Section III above.
3. Shall have a license and the right and duty to operate, use and maintain transfer station and contracted services in accordance with all requirements. Shall furnish all labor, tools, equipment, materials, utilities, supplies and services reasonably necessary to operate the Lawrence County Transfer Station.
4. Contractor shall have and maintain all required permits and licenses, and shall promptly pay all taxes and fees required by any federal state or local authority, in connection with the operations as described in this ITB and the Bidders bid.
5. Assume liability and responsibility for operation and maintenance of transfer station. Contractor will maintain and be responsible for any repairs that are the result of normal wear and tear of the facility, based upon the condition of the facility as of agreement date.
6. The Transfer Station shall be operated to ensure that one container/trailer is being filled, and a minimum of one spare empty container/trailer is available at the transfer station at all times. Operations shall be conducted so that trucks can get in and out of

the transfer station in a timely manner. Lawrence County will reasonably determine what constitutes a timely manner.

7. Contractor shall have the responsibility to have equipment of a suitable type and in proper condition to operate and maintain uninterrupted service. Restrictions on equipment that would cause damage to the transfer floor. Buckets on equipment should have squeegees on them at all times. Bidder shall maintain all fixed equipment and vehicles in a clean and safe working condition. Contractor shall be responsible for the cost of all repairs to the equipment.
8. Indemnify and hold harmless the County from any claims, damages, or loss as a result of the proposed operations.
9. Provide the necessary insurance to cover operations, maintenance, liability and equipment.
10. Prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided.
11. Provide a full and complete back-up operations plan in the event that the contracted services are suspended for any reason.
12. Provide performance assurances and bonding for the period of the contract in accordance of Section VI, page 15.
13. Contractor shall be responsible to follow all reasonable instructions provided by Lawrence County.

## **SECTION V RATES AND PAYMENT**

1. Loading, transportation and disposal services under the Contract, the charges shall not exceed the rates fixed by the Contract Documents, as adjusted in accordance with modification to rates authorized in part 5 of this section. Lawrence County will accept only a charge based on tonnage. The rate quoted is for solid waste that is suitable for disposal in a Class 1 Disposal Facility.
2. The refuse loading, transportation and disposal charges established under (1) shall include all related costs, including fuel costs. Fuel surcharges not to exceed the set National Fuel Index (NFI) with a maximum of 5%, which goes into effect after \$4.50 per gallon. A fuel surcharge adjustment up or down during the term of this Agreement shall be performed on the last Monday of the billed month based on the cost according to the U.S. Energy Administration's Weekly Retail on Highway Diesel Prices Gulf Coast Index Price.

3. The Contractor must also show an itemization of the individual costs that comprise the total refuse loading, transportation and disposal charge established under (1) and (2), including but not limited to the cost of loading, transportation, disposal costs, and costs of operating the transfer stations, and host fees and surcharges.
4. No solid waste shall be accepted at the Lawrence County Transfer Station except for solid waste generated and/or produced in Lawrence County. If such situation arises, Lawrence County will receive a Host County Fee that shall be approved by the Lawrence County Solid Waste Committee.

❖ **Modification to Rates:**

The fees that may be charged by the Contractor for the second year (January 2025-December 2025) and subsequent years of the contract shall be adjusted upward or downward, not to exceed max of 5%, consistent with fluctuations in the Consumer Price Index (CPI) and shall become effective January 1<sup>st</sup> of each year. The Contractor will notify Lawrence County of the CPI by August 15<sup>th</sup> of each year.

**SECTION VI CONTRACTUAL OBLIGATIONS**

**EVIDENCE OF INSURANCE**

The Contractor shall maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Comprehensive and General Public Liability Insurance, Property Damage Insurance, Comprehensive Auto Liability Bodily Injury and Comprehensive Auto Liability Property Damage Insurance.

<b>Type Coverage</b>	<b>Per Occurrence Minimum</b>	<b>Aggregate Minimum</b>
Workers Compensation	As required by law and shall cover all employees	As required by law
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability Property Damage	\$500,000	
Excess Umbrella	\$2,000,000	

**NOTE: Contractor shall stipulate any limits lower than those listed.**

The Contractor shall upon the full execution of agreement and thereafter upon request, furnish the County evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extend expressly set forth herein.

All policies shall name Lawrence County as additional insured. This coverage shall be reflected on the Certificates of Insurance, which will be provided to the County with any endorsements or riders thereto. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation of material change in the policies to the County.

The Contractor shall either (1) require his subcontractors to procure and to maintain during the life of the subcontract subcontractor's insurance of the type and in the same amounts as specified in the preceding schedule; or (2) insure the activities of subcontractors in Contractor's policy.

### **BOND**

Contractor's Proposed Fee(s) price with surety bond and Contractor's Proposed Fee(s) without surety bond are expected in bid process. (See last two pages of ITB) For each year of the contract, Contractor shall furnish to the County a corporate surety bond as security for performance and covenants and conditions contained in the agreement. The said surety bond shall be in the amount of \$1,000,000. Premiums for said bond shall be paid by the Contractor. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee, and the attorneys in fact who execute said surety bond must file with the bond a certification and effectively dated copy of their Power of Attorney.

### **INDEMNIFICATION**

The Contractor will indemnify and save harmless Lawrence County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of the Contract or a willful or negligent act or omission of Lawrence County, its officers, agents, servants, and employees.

### **TERM OF CONTRACT**

The contract will begin no more than sixty (60) days after approval of the bid by the Commission. The term of the contract shall be for a five (5) year period beginning effective date of contract. The term of the agreement shall extend for a minimum of one consecutive year term until either party elects to terminate the agreement by written notice to the other party at least sixty (60) days prior to the end of the current term.



**CHANGE OF DISPOSAL SITES**

In the event it becomes necessary for the Contractor to dispose of waste at a landfill or other type of permitted disposal facility other than the specified facility, Contractor shall not be entitled to offset any increased costs of transportation or disposal by increasing the fee for the duration of the contract. In the event costs should decrease with relocation, then and in that event, the Contractor shall proportionately decrease the fee. Furthermore, any disposal site other than the identified facility must be approved in advance by the County. Written communication shall be supplied to the County ninety (90) days in advance of said change in facility. If the County, in its sole discretion, does not approve the proposed site, then the County shall have the option to terminate the contract. Under no circumstances shall the Contractor deposit the County's waste in a landfill or other site that is not in full compliance with regulations implemented by the State of Tennessee in which the disposal function is being performed.

**EMERGENCY CONDITIONS**

The hauling and disposal obligations of the Contractor or its subcontractor shall continue to accept the County's waste regardless of the operating status of the transfer station. If the transfer station is inoperable due to the fault of the Contractor, then the County shall be compensated for all of its direct additional costs incurred in transporting the waste to the disposal facility. If the transfer station is closed due to a force majeure event, then the County and Contractor shall use their combined efforts to reopen the transfer station as soon as possible. If the transfer station is inoperable and Contractor provides no hauling services, the Contractor shall charge the County only for the negotiated disposal fees. If the disposal facility cannot accept the County's waste due to a force majeure event, Contractor shall continue to operate the transfer station and transfer the waste to an alternate disposal site approved by the County. Contractor shall be compensated by the County for its actual additional expenses for the first six months of a force majeure event.

**FORCE MAJEURE**

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; and (f) national or regional emergency; and [(g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and] (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

### **DEFAULT**

Except as otherwise provided, upon any default by either party in the performance of any of the warranties, covenants or conditions of the final contract which default is not cured within thirty (30) days, or such additional times as provided by agreement of the terms of this paragraph, following written notice of default from the non-offending party, the non-offending party may, at its option, and without prejudice as to any other remedy, (1) terminate the agreement as of any date at least thirty (30) days after the last permitted date for cure; (2) cure the default at the expense of the defaulting party if agreeable to both parties; and (3) have recourse to any other right or remedy to which it may be entitled by law or equity as determined by a court of competent jurisdiction, including, but not limited to, recovery for all damages or loss suffered by reason of the default and any resulting termination. Any waiver of a default by either party shall not be construed as a continuing waiver of the same or any subsequent default. Any default that cannot be cured by the due diligence of the offending party within thirty (30) days following notice of the same may be cured within such additional period of time as is reasonably necessary to effect or complete such cure if the default was occasioned by factors that could not be reasonably expected or foreseen and was not the result of an intentional act or omission of the offending party or for purposes of delay.

### **PAYMENTS OF PENALTIES AND FINES**

All penalties or fines assessed by any regulator against the County due to action by the Contractor relative to activities under the agreement shall be paid by the Contractor whose service it affects at no cost to the County.

### **INVOICING**

The Contractor shall bill Lawrence County for services rendered by the 10<sup>th</sup> day following the end of each month, and Lawrence County shall pay the Contractor on or before the 15<sup>th</sup> day following the end of such month. The County shall be invoiced for the services monthly on a per load, per ton basis.

### **SUBCONTRACTING**

Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the County. If such contracts are approved by the County, each subcontract shall contain at a minimum section of this Contract, "Conflicts of Interest," "Nondiscrimination," "Drug Free Workplace," "IRAN Divestment Act," and "Boycott on Israel." The contractor remains responsible for all work performed on any approved subcontract.

**SECTION VII BID REQUIREMENTS**

Requirements for the bid are:

1. Deadline for submission

The bid will be due no later than 12:00 pm on August 13, 2024 to Lawrence County in care of the Purchasing Agent, Accounts and Budgets, 700 Mahr Avenue, Lawrenceburg, TN 38464. Any bid received after this time will be returned unopened. Facsimiles and e-mailed bids will **NOT** be accepted.

2. Mandatory Pre-Bid Meeting

A pre-bid meeting will be held on July 31, 2024 at 10:00 a.m. at the Lawrence County Administrative Building, conference room located on the second floor to review the project. At that time a site visit will be conducted. Attendees requesting additional information or material shall request such information as soon as possible following the pre-bid meeting and no later than August 6, 2024 at Noon. Any material requested at or following the pre-bid meeting will be forwarded to the attendees as soon as practicable. An addendum of such materials will be added to the Invitation to Bid.

3. Number of Copies Due

Bids be submitted as one (1) marked original and six (6) exact copies:

Invitation to Bid for Solid Waste Services  
Loading, Transportation & Disposal of Waste  
ITB #081324-01

4. Bid Contents

A letter of introduction shall briefly describe the services that the company is bidding on and any special exceptions or additions to the service as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

The description of firm should describe the company including at a minimum its location, number of offices, length of time in business, corporate structure, number of employees, and relationship to a parent company, if a subsidiary.

The Contractor should be able to prove financial stability by submitting copies of their latest financial statements.

Bids of the firm should provide descriptions of the firms' ability to complete the work as proposed. At a minimum, the bids should include a description of why the firm is qualified to complete the work and describe other entities that the firm is providing similar services for.

Four references should be provided with entity name, contact person, telephone number, address and relationship to the Contractor.

The Contractors Bid submittal signature form in Appendix 1 shall be completed by the Contractor and signed by a representative capable of binding the company to a contractual obligation.

The Contractors Certified Qualification Statement form attached in Appendix 2 shall be completed by the Contractor.

The Contractor must complete the Fee Bid form provided in Attachment C.

The Contractor must initial each page of the original bid indicating they have read and understand terms set forth in the request. A copy with initials must be submitted with their bid.

**SECTION VIII                      CRITERIA FOR EVALUATION**

The bid will be evaluated according to the following:

Prior Experience, at least five (5) years in solid waste services, transfer station management and operation, and loading, transportation and disposal of waste.	15
Specifics of the Bid regarding Contractor's financial stability.	10
Ability to provide the most comprehensive guarantees, performance and level of insurance coverage to the County.	10
Completeness of information requested	10
References and reputation of Contractor	10
Cost	20
Contract terms and conditions	10
Overall benefit to the County	15
<b>TOTAL</b>	<b>100</b>

The order of evaluation criteria does not imply an order of importance.

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**SECTION IX DISQUALIFICATIONS OF CONTRACTORS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its bid:

- a. Evidence of collusion among Proposed Contractors;
- b. Lack of competency as revealed by financial statements or experience or equipment statements as submitted or other factors;
- c. Lack of responsibility as shown by past performance in previous contracts of a similar size or scope; and/or
- d. Default on a previous contract for failure to perform.

**SECTION X SELECTION PROCESS**

The Purchasing Committee shall select the Contractor(s) on the basis of the aforementioned factors and may request interviews to discuss in detail the services to be provided. The interview and the information obtained at that time will become binding as the information in the bid and shall also be used to make the final determination of Contractor.

The County reserves the right, at its sole discretion, to select as the preferred Contractor(s), the individual or entity who in the County's judgment, is deemed to be fully qualified and best suited among those submitting bids, taking into account all considerations deemed relevant. The County reserves the right to reject any or all bids, to waive informalities, and to reissue any Invitation to Bid and/or cancel the procurement at its discretion. The County will not have any liability or other obligation whatsoever for any costs or expenses incurred by any Contractor in the analysis and preparation of a Bid or for any interviews, meetings, site visits, or other deliberations concerning the same. Final selection will be made by the Lawrence County Purchasing Committee. The final selection may be interviewed to clarify services provided. The Committee will submit the selected bid to the Lawrence County Legislative Body for approval and issuance of the contract.

**SECTION XI GENERAL CONDITIONS**

**VALIDITY OF BID/ACCEPTANCE/CANCELATION**

All submitted bids shall be valid for ninety (90) days from the date of the bid opening date and shall contain a statement to this effect. Questions regarding the ITB should be directed in writing to: Kelly Odom, Purchasing Agent, Accounts & Budgets, 700 Mahr Avenue, Lawrenceburg, TN 38464, kodom@lawcotn.org. Responses to questions will be communicated back in written form and shared with all interested Contractors. Fees as proposed shall be binding for ninety (90) days. In the event the Contractor fails, neglects or refuses to execute said contract within fourteen (14) days after the receipt of said contract, the County may at its

own option terminate and cancel its actions and obligations, and upon such termination, said agreement shall become null and void and of no effect. The County may subsequently consider other viable bids or solicit new bids. All bids, contract responses, inquiries or correspondence relating to or in reference to this document shall become the property of Lawrence County Solid Waste when received. Selection or rejection of any bid does not affect this right. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide services and equipment and expertise to perform as requested. Contractors shall furnish the County with all such information and data as may be requested. The County further reserves the right to reject any bid if the evidence or investigation of such bid fails to satisfy the County that the Contractor is properly qualified to carry out the obligations of the contract.

**STATEMENT OF QUALIFICATIONS**

To be deemed qualified, the Contractor must demonstrate requisite experience, skills, and resources necessary to successfully perform the services required in the Invitation to Bid. Experience in providing solid waste services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the requested services and have had previous experience in transportation and disposal of solid waste and transfer station management.

**COMMUNICATION WITH LAWRENCE COUNTY DURING BID PROCESS**

Communication with Lawrence County during the Bid process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets  
Attn: Kelly Odom - Purchasing Agent  
700 Mahr Avenue, Lawrenceburg, TN 38464  
Phone: 931-766-4198  
Email: [kodom@lawcotn.org](mailto:kodom@lawcotn.org)

A bid will be disqualified if outside communication occurs with county officials other than Kelly Odom. All inquires must be in writing by email. All questions with answers will be sent to all known bidders.

Scope of services, specifications and requirements for this project may be reviewed at: [www.lawrencecountyttn.gov](http://www.lawrencecountyttn.gov) or by contacting Purchasing Agent, Kelly Odom at [kodom@lawcotn.org](mailto:kodom@lawcotn.org).

To ensure accuracy, all communication with Lawrence County should be via email.

**BID SCHEDULE**

07/24/24	8:00 am CST	ITB Issued
07/31/24	10:00 am CST	Mandatory Pre-Bid Meeting & Site Visit
08/06/24	12:00 pm CST	Deadline to Submit Questions or Request addition information.
08/13/24	12:00 pm CST	Deadline to Submit Bids
08/13/24	4:30 pm CST	Purchasing Meeting to Open Bids
08/20/24		Award of Contract at Special Session
No more than 60 days from 8/20/24		Contract Start Date

Lawrence County reserves the right to make adjustments as needed to the above schedule.



**BID AWARD:** Bids will be received until 12:00 pm CST on August 6, 2024. The bids will then be presented to the Lawrence County Purchasing Committee at 4:30 pm CST on August 13, 2024 to be publicly opened and read aloud. Bids will then be evaluated by the Lawrence County Purchasing Committee, and Kelly Odom, Lawrence County Purchasing Agent.

**SECTION X      BID FORMAT**

**PART I            INTRODUCTION LETTER**

Respondents must provide a letter of introduction describing the services that the company is bidding on and any special exceptions or additions to the service as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

**PART II           RESPONDENTS INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Copy of Lawrence County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), and Acknowledgement of Addenda (if applicable).

**PART III          EXPERIENCE OF ENTITY**

Description and Experience of the Firm  
Experience of the Individuals Performing the Services  
Capacity to Deliver the Required Services

**PART IV          REFERENCES**

Four (4) references should be provided with entity name, contact person, telephone number, address and relationship to the Contractor.

**PART V           FEE BID FORM**

**PART VI          INITIALED INVITATION TO BID**

**PART VII         CERTIFICATE OF INSURANCE**

**PART VIII       FINANCIAL STATEMENT**

**PART IX          LICENSES**

**PART X          SIGNED AFFIDAVITS**



**ATTACHMENT A**  
**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(printed name of person signing Affidavit)

1. He/She is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Offeror that has submitted the attached Qualification;

2. He/She is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Qualification;
3. Such Submittal is genuine and is not a collusive or sham Submittal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Submittal in connection with the Contract for which the attached Submittal has been submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Submittal or of any other Offeror, or to secure through any other Offeror, or to fix any overhead, profit or cost element of the submittal or other submittal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lawrence County, TN or any person interested in the proposed contract: and

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

**ATTACHMENT B**

**AFFIDAVIT OF COMPLIANCE WITH**

**IRAN DIVESTMENT ACT**

**TENNESSEE CODE ANNOTATED, SECTION 12-12-106**

Comes, \_\_\_\_\_, president or other principal Officer for and

on behalf of \_\_\_\_\_, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

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**ATTACHMENT C**

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**FEE BID FORM**

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Department: Lawrence County Solid Waste  
Item(s): Loading, Transportation and Disposal of Solid Waste  
Bid Due Date: 08/13/24

Contractor Name: \_\_\_\_\_

**ADDITIONAL INFORMATION**

FY 21-22 Tonnage: 27370  
FY 22-23 Tonnage: 27033  
FY 23-24 Tonnage: 24653

Lawrence County will pay no additional charges outside the per ton bid prices listed here. The successful Bidder will furnish all equipment and perform all onsite packing and transportation of municipal solid waste from the Lawrence County Transfer Station to the Class I Landfill Disposal Site Listed Below.

**Lawrence County does not guarantee yearly tonnage. Prior year tons are provided to assist in equipment and labor estimates.**

CLASS I TDEC SNL NUMBER: \_\_\_\_\_  
Landfill Address, Telephone and Email: \_\_\_\_\_

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CLASS III/IV TDEC DML NUMBER: \_\_\_\_\_  
Landfill Address, Telephone and Email: \_\_\_\_\_

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(Continued on next page)

**CONTRACTOR'S PROPOSED FEE(S)  
 PRICE WITHOUT SURETY BOND**

**Bid for Transfer Station Operations, Hauling, and Disposal.**

Waste Type	Service	Year 1	Year 2	Year 3	Year 4	Year 5
	Loading					
Class I	Hauling					
	Transportation					
	Loading					
Class III/IV	Hauling					
	Transportation					

**Fuel or Other Surcharges and Escalators:** List Additional Fees or Charges (Cost/Ton or Cost/Unit)

Waste Type (Class I or Class III/IV)	Year 1	Year 2	Year 3	Year 4	Year 5

Any additional charges that may apply: \_\_\_\_\_

Other Information:

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**CONTRACTOR'S PROPOSED FEE(S)  
 PRICE WITH SURETY BOND**

**Bid for Transfer Station Operations, Hauling, and Disposal.**

Waste Type	Service	Year 1	Year 2	Year 3	Year 4	Year 5
	Loading					
Class I	Hauling					
	Transportation					
	Loading					
Class III/IV	Hauling					
	Transportation					

**Fuel or Other Surcharges and Escalators:** List Additional Fees or Charges (Cost/Ton or Cost/Unit)

Waste Type (Class I or Class III/IV)	Year 1	Year 2	Year 3	Year 4	Year 5

Any additional charges that may apply: \_\_\_\_\_

Other Information:

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**AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL,  
OPERATION OF A SOLID WASTE TRANSFER STATION**

THIS AGREEMENT (the "Agreement") is made and entered effective \_\_\_\_\_, 2024, by and between Lawrence County, Tennessee, a governmental entity organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "County"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Contractor").

**RECITALS**

WHEREAS, on July 24, 2024 the County issued an "Invitation to Bid for Solid Waste Services, Loading, Transportation and Disposal of Waste", a copy of which is attached hereto as Exhibit A to this Agreement; and

WHEREAS, pursuant to said Invitation to Bid, Contractor submitted a bid at the rate of \$ \_\_\_\_\_ per ton, a copy of said bid proposal is attached hereto as Exhibit B; and

Whereas, it is hereby ascertained, determined and declared by the parties that:

- 1: The County desires to contract with Contractor and is authorized to do so to provide for (i) the long-term disposal of Solid Waste and Special Waste generated within the County's geographic boundaries to the extent the County has lawful control; (ii) the operation of a solid waste transfer station; (iii) solid waste transportation services; and (iv) such other waste services as the County deems necessary to further the purpose for which it was created.
- 2: Contractor desires to provide the County with the waste services including, but not limited to, those services set forth above, and further wishes to secure a supply of Solid Waste and Special Waste within the County's geographic boundaries for disposal in the Facility defined herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the County and Contractor, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The following definitions shall apply in this agreement.
  - 1.01 **Agreement Date:** The date this Agreement is made and entered into as shown in the preamble hereof
  - 1.02 **Change in Law:** Means either (i) the enactment, adoption, promulgation, modification, or repeal after the Agreement Date, or implementation after the Agreement Date of any enactment, adoption, promulgation, modification or repeal occurring prior to the Agreement Date of any federal, state or local law,

ordinance, code, rule, regulation or other similar legislation, or official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station or the processing, disposition or hauling of waste, or (ii) the change in interpretation by a court of law or appropriate governmental agency after the Agreement Date, of any federal, state, or local law, ordinance, code, rule, regulation, official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station, or the processing, disposition or hauling of waste, or (iii) the imposition, after the Agreement Date, of any material condition on the issuance, modification or renewal of any official permit, license or approval necessary for construction, performance testing or operation of either the Landfill or the Lawrence County Transfer Station which, in the case of either Section 1.02 (i), (ii), or (iii) herein, either necessitates or makes advisable a capital project, or increases the Disposal Fees pursuant to Section 6.

For purposes of Section 1.02 (i) herein, no enactment, adoption, promulgation or modification of laws, ordinances, codes, rules, regulations or similar requirements or enforcement policy with respect to any such requirement shall be considered a Change in Law if, as of the Agreement Date, such law, ordinance, code, rule, regulation or other similar requirement or enforcement policy was officially proposed by the responsible agency and published in final form in the Federal Register or equivalent federal, state or local publication and thereafter becomes effective without further action or enacted into law or promulgated by the appropriate federal, state or local body before the Agreement Date and any required hearings concluded on or before the Agreement Date in accordance with applicable administrative procedures and which thereafter becomes effective without further action.

Further, in no event shall any action described in this Section 1.02 be a Change in Law to the extent such action is the result of willful misconduct or grossly negligent action or omission or lack of reasonable diligence of Contractor or the County (whichever is asserting the occurrence of a Change in Law). Provided, however, that neither the contesting in good faith nor the failure in good faith to so contest any such action constitute or be construed as willful misconduct or negligent action or omission or lack of reasonable diligence.

- 1.03 **Class I Disposal Facility:** refers to a sanitary landfill which serves a municipal, institutional and/or rural population and is used or to be used for disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.
- 1.04 **Commission:** The County Legislative Body of Lawrence County, Tennessee.
- 1.05 **Construction/Demolition Waste:** Solid waste, other than special waste, which is produced or generated during construction, remodeling, repair, and demolition of



structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials..

- 1.06 **CPI (All-Urban Consumers):** The Consumer Price Index (All-Urban Consumers Index) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar agency if no longer published by that agency.
- 1.07 **Disposal Fees:** The disposal fees set forth in Section 6 hereof; as such may be adjusted from time to time pursuant to Section 7.02 hereof.
- 1.08 **Domestic Waste:** Any solid waste (including garbage and trash) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, and day-use recreation areas).
- 1.09 **Effective Date:** The date this Agreement shall become effective is \_\_\_\_\_.
- 1.10 **Environmental Law:** Any federal, state, county or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect, including but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, any Superfund law, any regulations issued pursuant thereto, and any similar state, county or local laws or regulations issued pursuant thereto.
- 1.11 **Excluded Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste excluded by any applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to Contractor's operation of the Facility, as defined in Section 1.12.
- 1.12 **Facility:** The \_\_\_\_\_ Landfill, the landfill currently operated in \_\_\_\_\_ pursuant to Permit No. \_\_\_\_\_ located at \_\_\_\_\_, and any future expansions or modifications thereto pursuant to the permit as presently issued, or as subsequently modified, revised or reissued.
- 1.13 **Farming Waste:** The wastes from the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; and in the production and harvesting of agricultural crops which include agronomic, horticultural, and silvicultural crops and wastes resulting from aquaculture activities. Does not include special wastes such as waste oils or other lubricants, unused fertilizers, or pesticide containers or residues.

- 1.14 **Force Majeure:** Any act, event or condition reasonably relied upon by Contractor or the County as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required by Contractor or the County under this Agreement, which act, event or condition is beyond the reasonable control of Contractor or the County or its agents relying thereon, including, without limitation: (i) an act of God, interference by third parties with any solid waste disposal operations or any other duties of Contractor, or the County pertaining to this Agreement or Addenda hereto, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, slowdown or similar industrial or labor action; (iii) an order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than its Term as set forth in Section 12.01 herein, or which stays, invalidates, or otherwise affects this Agreement with respect to the delivery of Waste; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license, or other governmental approval required to operate either Landfill or the Lawrence County Transfer Station which does not result from any grossly negligent or willful act or omission of Contractor; (v) a Change in Law, as defined in Section 1.02 herein; (vi) or Contractor is for any reason (other than any reason resulting from Contractor's grossly negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted, and any other payments that may become due owing under this Agreement.
- 1.15 **Fuel Surcharge:** An adjustment to the fees up or down made monthly according to Section 6.04.
- 1.16 **Hazardous Waste:** All materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Tennessee Department of Environment and Conservation, or any other agency pursuant to any Environmental Law, and all current and future amendments thereto and all regulations promulgated thereunder.
- 1.17 **Industrial Waste:** Any solid waste produced in or generated by a manufacturing or industrial process that is not classified as hazardous or special waste by the regulations of the Tennessee Department of Environment and Conservation, Division of Solid Waste.
- 1.18 **Institutional Waste:** All solid waste, which is not special waste, emanating from institutions such as, but not limited to, hospitals, healthcare facilities, nursing homes, laboratories, orphanages, correctional institutions, schools and universities.

- 1.19 **Landscaping and Land Clearing Waste:** means trees, stumps, brush, dirt, branches, leaves, clippings, etc. from landscaping and land clearing activities.
- 1.20 **Lawrence County Transfer Station:** A Solid Waste Transfer Station located in Lawrence County, Tennessee on real property owned by the County, with all improvements and fixtures thereon being owned by the County.
- 1.21 **Person:** Any individual, partnership, firm, organization, corporation, limited liability corporation, association, governmental entity or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- 1.22 **Sludge:** Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.
- 1.23 **Solid Waste:** Waste which is normally composed of domestic, commercial, and industrial solid waste and is suitable for disposal in a Class I Disposal Facility as defined in the regulations adopted pursuant to Tennessee Code Annotated, Title 68, Chapter 211; provided, however, that "Solid Waste" does not include the following: (A) radioactive waste; (B) hazardous waste as defined in Tennessee Code Annotated, Section 68-212-104; (C) infectious waste; (D) materials that are being transported to a facility for reprocessing or reuse but provided, further, that reprocessing or reuse does not include incineration or placement in a landfill; (E) industrial process waste, which does not include office, domestic, or cafeteria waste; and (F) special waste. Solid waste includes, but is not limited to, domestic waste, commercial waste, industrial waste, landscaping and land clearing waste, institutional waste, farming waste, and construction and demolition waste.
- 1.24 **Solid Waste Transfer Station (or Transfer Station):** The facility located at 2126 Baler Drive, Lawrenceburg, Tennessee, including the buildings and all improvements and fixtures within or without the buildings, and all surrounding real property upon which same is located, but excluding the buildings used by Lawrence County for recycling, for the transfer of Solid Waste and Special Waste from collection vehicles to transportation vehicles.
- 1.25 **Special Waste:** Solid wastes that are either difficult or dangerous to manage and may require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations. Examples include asbestos and medical wastes.
- 1.26 **TDEC:** The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee designated to oversee the environmental activities of Tennessee, which, among other duties, regulates the disposal of solid waste, including any successor department or agency performing the same or similar duties.

- 1.27 **Ton:** 2000 pounds.
- 1.28 **Waste:** Solid Waste and Special Waste as defined herein.
- 1.32 **White Goods:** Discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

2. **REPRESENTATIONS AND WARRANTIES OF THE COUNTY.**

The County represents warrants and agrees as follows:

- 2.01 **Existence and Good Standing:** The County is (and will continue to be throughout the Term as set forth in Section 12 herein) validly existing as a governmental entity in good standing under the laws of the State of Tennessee.
- 2.02 **Approval and Authorization:** The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to the laws of the State of Tennessee. The Commission has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legal binding obligation and liability of the County.
- 2.03 **No Litigation:** There is no action, suit, or proceeding pending or, to the best of the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or the County's ability to perform its obligations pursuant to this Agreement or Addenda hereto.
- 2.04 **Defaults; No Violations:** The County is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in default under, any outstanding contract or agreement to which the County is a party. Neither the execution and delivery of this Agreement nor the performance by the County of its obligations hereunder nor the consummation of the transactions contemplated hereby will violate any of the organizational documents of the County, violate, be in conflict with, constitute a default under or permit the termination of any contract to which the County is a party, require the consent of any other party to any agreement or commitment to which the County is a party, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental body to which the County is subject.
- 2.05 **Compliance with Law or any Other Regulations:** The County is in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over the County, the conduct of its business, the use of its properties and assets, and all premises occupied by it. The County has all required licenses, permits, certifications and authorizations

needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and Addenda hereto.

- 2.06 **Excluded Waste:** The County has no knowledge, as of the Agreement Date of this Agreement, of the existence of any Excluded Waste which is intended to or likely to be directed to or deposited in the Facility or any other facility which is to be operated by Contractor pursuant to this Agreement or any Addenda hereto.

3. **REPRESENTATION AND WARRANTIES OF Contractor:** Contractor represents and warrants as follows:

- 3.01 **Existence and Good Standing:** Contractor has been duly organized under the laws of the State of \_\_\_\_\_ and is (and will continue to be throughout the term hereof) validly existing in good standing under the laws of the State of \_\_\_\_\_.
- 3.02 **Approval and Authorization:** Contractor has all requisite (*limited liability company or corporate*) power and authority and solid waste management experience and expertise to enter into and fully perform this Agreement. Contractor's execution and delivery of this Agreement and Contractor's performance of all of its duties and obligations contained herein have been duly authorized by all necessary corporate or limited liability company action on the part of Contractor, and this Agreement of Contractor is enforceable against Contractor in accordance with its terms.
- 3.03 **No Litigation:** There is no action, suit or procedure pending or, to the best knowledge and belief of Contractor, threatened against or affecting Contractor at law or in equity or before or by any federal, state, municipal or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein or Contractor's ability to perform its obligations pursuant to this Agreement or any Addenda hereto.
- 3.04 **Compliance with Law or any Other Regulation:** Contractor is in compliance and throughout the term of this contract will remain in compliance in all material respects with all requirements of law, federal, state and local and all requirement of all governmental bodies or agencies having jurisdiction over Contractor, the conduct of its business, the use of its properties and assets, and all premises occupied by it. Contractor has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and any Addenda hereto. Should fines, penalties or assessments be assessed for non-compliance by Contractor, Contractor shall be responsible for payment of such fines, penalties or assessments.

4. **OPERATION OF THE FACILITY.**

- 4.01 **Inspection of Waste:** Contractor shall comply in all material respects with the

requirements of state, federal and local law regarding inspection of the contents of vehicles which are delivering wastes to the Facility to ensure that Excluded Waste is not being delivered.

- 4.02 **Delivery of Excluded Waste:** The County agrees that it will not knowingly deliver or knowingly cause to be delivered any Excluded Waste to the Facility. Contractor shall have the right to refuse or reject all Excluded Waste, and, if not detected prior to entering the Facility, Contractor shall have the right to remove the Excluded Waste and to assess charges against the generator of such waste.
- 4.03 **Title to Waste:** Title to any waste delivered to the Facility shall pass to and be accepted by Contractor when the vehicle transporting the waste is fully loaded at the Lawrence County Transfer Station located at 2126 Baler Drive, Lawrenceburg, Tennessee. Provided, however, that title to Excluded Waste delivered to the Facility shall not pass to Contractor at any time but shall remain with the generator of such Excluded Waste, unless Contractor agrees in advance to accept title of such waste.
- 4.05 **Weighing of Vehicles:** Contractor shall have the right, duty and obligation to weigh all vehicles containing waste to be delivered to the Facility pursuant to this Agreement, however, all billing pursuant to Section 6 hereof shall be based on the weights recorded prior to departure from the Lawrence County Transfer Station. Should a significant discrepancy be found, Contractor will promptly bring it to the attention of the County, who will use its best effort to make remedy of the discrepancy within 48 hours of notice, including the correcting of weights should it be determined the Transfer Station scales were in error. The scales at the Lawrence County Transfer Station shall be calibrated semi-annually and the Contractor and the County shall equally share the cost thereof.

## 5. COVENANTS.

- 5.01 **Covenant for Delivery of Solid Waste and Special Waste:** The County covenants and agrees that it will deliver or cause to be delivered to the Solid Waste Transfer Station for disposal of Solid Waste, excluding recyclables, entering into or otherwise collected within the geographic boundaries of the County and municipalities therein to the extent the County has lawful control of such Solid Waste. Provided however, this Covenant shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located in Lawrence County. To the extent necessary to fulfill this covenant, the County will adopt all necessary waste plans or regulations to obligate, to the extent allowed by law, all such Solid Waste to be delivered to the Facility.
- 5.03 **Recyclables:** The County currently provides its own recycling services and recyclables shall not be a part of this Agreement.

6. **DISPOSAL FEES.**

- 6.01 **Disposal Fees for Disposal of Solid Waste:** The fee for the disposal of Solid Waste generated within the geographic boundaries of the County and transported and disposed in the Facility, including Contractor's operation of the Lawrence County Transfer Station, pursuant to this Agreement shall be at a rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per ton.
- 6.02 **Disposal Fees for Disposal of Special Waste:** Contractor agrees that it will accept Special Waste from the County, with the exception of such Special Waste which would pose an unreasonable risk or danger to the operation or safety of the Facility or the environment due to the chemical or physical characteristics; such Special Waste will be tested by the generator thereof and the results of said tests made available to Contractor and the County. Disposal fees for such Special Waste shall be negotiated with the generator of such Special Waste. Costs assessed for disposal of such Special Waste shall be the obligation of the generator of such Special Waste and the County assumes no responsibility for payment of such disposal costs.
- 6.03 **Local, State, Federal Surcharges:** Any applicable Local, State or Federal surcharge, excluding surcharges as of the date of this Agreement which are enumerated in TCA §68-211-835(d), relative to Waste as to which the County pays Disposal Fees pursuant to this Agreement or any other fees pursuant to any Addendum hereto, will be the direct responsibility of Contractor. Any increases in surcharges enumerated in TCA §68-211-835(d) after the date hereof will be the responsibility of the County.
- 6.04 **Fuel Surcharge:** A fuel surcharge adjustment up or down during the term of this Agreement shall be performed monthly on the last Monday of the billed month, based on the cost according to the U.S. Energy Administration's Weekly Retail On-Highway Diesel Prices Gulf Coast Index price. This surcharge applies to transportation charges only which for purposes of this calculation are \$ \_\_\_\_\_ per ton. The refuse loading transportation and disposal charges established under (1) shall include all related costs, including fuel costs. Fuel surcharges not to exceed the set National Fuel Index (NFI) with a maximum of 5%, which goes into effect after \$4.50 per gallon.

7. **PAYMENTS AND ADJUSTMENTS.**

- 7.01 **Payment:** Contractor shall send an invoice for the monthly fee on or before the 10<sup>th</sup> day of each month for all disposal services rendered during the preceding calendar month and the County shall pay Contractor the amount of the invoice on or before the 10<sup>th</sup> day following the end of such month in which the invoice was received. Such billing and payment shall be based on the rates and schedules set forth herein.
- 7.02 **Fee Adjustment:** The fees that may be charged by the Contractor for the second year (January 2025-December 2025) and subsequent years of the contract

shall be adjusted upward or downward, not to exceed a maximum of 5%, consistent with fluctuations in the Department of Labor, Bureau of Labor Statistics, Consumer Price Index (1982/84 = 100), All Urban Consumers, All Items, United States City Average) and shall become effective January 1<sup>st</sup> of each year. The Contractor will notify Lawrence County of the CPI by August 15<sup>th</sup> of each year.

8. **SOLID WASTE TRANSFER STATION OPERATION AND WASTE DISPOSAL.**

- 8.01 Contractor shall furnish all labor, tools, equipment, materials, utilities, supplies and services reasonably necessary to operate the Lawrence County Transfer Station.
- 8.02 Contractor shall have a license and the right and the duty to operate, use and maintain the Transfer Station as set forth in this Section 8.02 and in Section 8.06 hereof. Contractor shall also have the right to alter the Transfer Station at Contractor's expense, upon approval by the County, which approval will not be unreasonably withheld. Contractor will maintain and be responsible for any repairs that are the result of normal wear and tear of the facility, based upon the condition of the facility as of \_\_\_\_\_, 2024, or the condition subsequent to any act of refurbishing by the County. Contractor shall, in the absence of an event of Force Majeure, operate the Lawrence County Transfer Station in accordance with the terms of this Agreement and according to generally accepted standards for the operation of Solid Waste Transfer Stations and according to the rules and regulations adopted by Lawrence County for operation of the Solid Waste Transfer Station. Contractor shall accept at the Transfer Station pursuant to this Agreement all Solid Waste and Special Waste generated within the geographical boundaries of Lawrence County, Tennessee. Contractor shall have the right to reject such Excluded Waste and to require the party delivering such Excluded Waste to remove and be responsible for all costs of removal of such Excluded Waste.
- 8.03 Lawrence County shall dispose of Solid Waste, excluding recyclables, produced within the County over which it has lawful control in the Facility for the Term of this Agreement, which disposal shall be accomplished by means of transportation of said Solid Waste from the Transfer Station. Provided however, this Agreement shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located within Lawrence County.
- 8.04 **Procedure:** The Transfer Station shall be operated to ensure that one container/trailer is being filled, and a minimum of one spare empty container/trailer is available at the transfer station at all times. Operations shall be conducted so that trucks can get in and out of the transfer station in a timely manner. Lawrence County will reasonably determine what constitutes a timely manner.



8.05 **Change in Disposal Site:** Should the disposal site change within the contract period, Contractor shall provide for transfer and disposal to an alternate permitted facility at no additional cost to Lawrence County. Any such disposal site must be of equal distance or less to Lawrence County as the site then used by Lawrence County.

8.06 **Contractor Responsibilities:**

- (1). It shall be Contractor's responsibility to have equipment of a suitable type and in proper condition to operate and maintain uninterrupted service. Contractor shall maintain all fixed equipment and vehicles in a clean and safe working condition. Contractor shall be responsible for all repairs that do not come under regular wear and tear usage of transfer station and equipment.
- (2) Contractor shall meet all applicable rules, regulations, permitting, registration and licensing requirements, whether state or federal, and determine the applicability of any rule, regulation or other requirement.
- (3) It shall be Contractor's responsibility to follow all reasonable instructions provided by Lawrence County.
- (4) Sufficient personnel for the facility to be kept in a clean, well ordered state during operation.
- (5) The Transfer Station will operate, at a minimum, during the hours of Monday through Friday, 7 AM – 4 PM, Saturday 7AM – 12 Noon. The Station will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas.
- (6) Waste will not be left on the transfer floor overnight. If waste is left on floor a Penalty Fee of \$1,300.00 will be assessed for each day it remains.
- (7) The transfer floor must be cleaned daily.
- (8) Waste will be transported from the transfer station to the Facility within eighteen (18) hours of loading except for trailers that are loaded too late in the day to be transported to the Facility. In such cases, waste shall be transported to the Facility on the next business day.
- (9) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
- (10) The Contractor is responsible for providing all equipment for operations and all maintenance of the transfer station .
- (11) Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and

repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell. The office shall be maintained in a clean and healthy condition.

- (12) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.

**9. TRANSPORTATION AND ACCEPTANCE OF WASTE; VEHICLE AND VEHICLE MAINTENANCE.**

9.01 Contractor shall, absent an event of Force Majeure, transport or cause to be transported the Waste from the Lawrence County Transfer Station to the Facility. Contractor shall not transport partial loads of Solid Waste to the Facility, unless instructed by the County to do otherwise. Partial loads shall remain on the premises of the Lawrence County Transfer Station until the transfer trailer is fully loaded, unless the County instructs otherwise. No fully loaded trailer will remain at the Lawrence County Transfer Station for more than three (3) business days.

9.02 At the close of each business day, Contractor shall load or cause to be loaded, all Waste and non-hazardous, non-special municipal solid waste located inside the Lawrence County Transfer Station, into the transfer trailers.

9.03 Contractor shall provide a sufficient number of vehicles to transport Waste from the Lawrence County Transfer Station to the Facility. Contractor accepts all risk of depreciation, loss, or damage to the vehicle(s) used to transport Waste to the Facility, and agrees to pay all operating costs, license plates, permits, taxes, and other costs associated with ownership of the vehicle(s). Contractor also agrees to comply with all applicable federal, state and local safety regulations. Except to the extent caused by or arising out of the negligent or willful act or omission of the County or any of its officers, agents, servants, employees of Contractor or to the extent resulting from any breach by the County of its obligations under this Agreement, Contractor will indemnify, defend (as to third party claims), protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, losses, costs and expenses arising out of Contractor's provision of the Waste transportation services provided hereunder.

9.04 Contractor shall maintain the vehicles in good operating condition, including, but not limited to, routine maintenance to brakes, tires, hydraulic hoses, and regular servicing.

9.05 In the performance of the Waste transportation services as provided herein, Contractor shall perform as an independent contractor pursuant to the provisions of Section 18 hereof.

**10. TRANSFER STATION PROVISIONS.**

10.01 **Consideration:** Contractor shall pay, to the County, a fee of One Dollar (\$1.00) per year for a non-exclusive license to use the Lawrence County Transfer Station

and the surrounding property, for the Term of this Agreement or earlier termination of the provisions of Sections 8, 9 and 10 pursuant to Section 10.12.

- 10.02 **Compliance with Laws:** Contractor shall not permit the Lawrence County Transfer Station to be used in any unlawful manner and will comply in all material respects with any and all federal, state and local laws concerning the operation of the Lawrence County Transfer Station and the operation of solid waste transportation vehicles, subject to Contractor's right to contest in good faith the interpretation, application and enforcement of any such laws.
- 10.03. **Taxes:** Contractor shall pay annually any personal property taxes for its personal property at the Lawrence County Transfer Station or otherwise used in fulfilling its obligations under this Agreement. Contractor shall not be responsible for any real property taxes assessed on the Lawrence County Transfer Station.
- 10.04. **Permits:** The County shall obtain and maintain any and all permits necessary for the operation of the Lawrence County Transfer Station. Contractor shall obtain and maintain any and all permits for the operation of solid waste transportation vehicles necessary to fulfill its obligations under this Agreement. In the event any modifications to the Lawrence County Transfer Station must be made to bring the Lawrence County Transfer Station into compliance with current and future laws, the cost of such modifications shall be paid by the County.
- 10.05 **Assignments:** Subcontracting: Contractor may assign or subcontract the right to operate the Lawrence County Transfer Station and/or to provide solid waste transportation services upon prior approval of the County, which approval shall not be unreasonably withheld.
- 10.06. **Maintenance:** Contractor shall be responsible for normal maintenance of areas inside the Lawrence County Transfer Station building, the unloading/loading area and trailer storage area, and the grounds, including litter pickup.
- 10.07 **Insurance:** Throughout the Term of this Agreement, Contractor shall maintain, at its expense, comprehensive general public liability insurance, which shall include coverage for employer's liability, Worker's Compensation, general public liability, personal liability, bodily injury (including death) and property damage, all on a claims made basis, with respect to the business carried on at the Lawrence County Transfer Station and the transportation of Waste provided by Contractor to and from the Lawrence County Transfer Station in such amounts and against such hazards and contingencies as set forth below. Contractor will provide a copy of a Certificate of Insurance evidencing such insurance within thirty (30) days following the date on which Contractor begins operation of the Lawrence County Transfer Station. The Certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate

holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, Contractor shall carry the following types of insurance:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
Comprehensive & General Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Comprehensive Auto Liability Bodily Injury	\$1,000,000 each occurrence/
Comprehensive Auto Liability Property Damage	\$500,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

10.08 County’s Insurance Obligation. Throughout the Term of this Agreement, the County shall maintain, at its expense, property insurance which fully insures and protects against loss resulting from damage to the Lawrence County Transfer Station building caused by fire or other casualty. All such insurance policies shall be issued by an insurance company authorized to do business in the State of Tennessee.

10.09 Performance and Labor and Materials Bond: (OPTIONAL, County to decide)

- (1) Contractor will be required to furnish, prior to execution of the Contract, the following corporate surety bonds: (1) a Performance Bond. Said surety bond must be in the amount of \$1,000,000 or the previous year’s total disposal fee whichever is greater. This shall be a 3-year bond renewable annually. The Performance Bond must be renewed 30 days prior to the anniversary of the Contract.
- (2) The premiums for the bond described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.
- (4) The rights provided to Lawrence County under the Performance Bond are in addition to all other rights of Lawrence County authorized by law. No actions, proceeding, or exercise of a right with respect to such Performance Bond shall

affect any other rights Lawrence County may have.

- (5) The bond shall be accompanied by a power of attorney evidencing that the Person executing the bond is duly authorized to do so on behalf of the surety. The power of attorney must show the date of appointment and the powers so conferred and shall be accompanied by certification that the appointment and powers have not been revoked and remain in effect.

10.11 **Damage and Destruction of the Solid Waste Transfer Station:** In the event the Lawrence County Transfer Station, or a portion thereof, is damaged by fire or other casualty so that, in either party's reasonable discretion, the Lawrence County Transfer Station cannot be used, the parties agree to use their best efforts to locate an alternate facility to be made available to and become operational by Contractor as soon as reasonably possible and to negotiate in good faith such amendments to this Agreement which may be necessary under the circumstances. If the Lawrence County Transfer Station can be repaired, such repairs shall be made to restore the Lawrence County Transfer Station to substantially its same condition prior to the casualty, unless the parties agree otherwise. Any repair cost due to such fire or other casualty, shall be the responsibility of the County. It is the intention of the parties that in the event of a casualty they will cooperate, negotiate and work together in good faith to provide, as much as possible, uninterrupted solid waste transfer station service, making such amendments to this Agreement necessary under the circumstances, so that this Agreement may continue as contemplated by the parties.

10.12 **Termination:** In addition to the termination provisions set forth in Section 12, with respect to the rights, duties and obligations set forth in Sections 8, 9 and 10 hereof, either party may, but is not obligated to, terminate under such Sections upon revocation, or expiration and non-renewal, of any permits held by the County or Contractor, respectively, as required by Section 10.04 herein. Contractor or the County, respectively, may elect to terminate under such Sections by giving written notice to the other party, and such termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured within such ninety (90) day period; provided, however, that both parties hereto shall use their best efforts to maintain to force any permits necessary to accomplish the purposes of this Agreement.

10.13 **Reports and Record Keeping:** Contractor agrees that it will maintain in all material respects accurate and complete records of all generators of waste and tonnage and type of wastes which pass through the Lawrence County Transfer Station as well as other information necessary for the County to comply with all reporting requirements. Such detailed reports will be delivered to the County on an annual basis or at the request of the County.

11. (This section intentionally left blank)

12. **TERM/TERMINATION.**

- 12.01 **Term:** Unless terminated as provided in Section 13 herein, the Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. The term of this agreement shall extend for a minimum of one consecutive year term until either party elects to terminate the agreement by written notice to the other party at least sixty (60) days prior to the end of the current term.
- 12.02 **Termination by Contractor:** Contractor may (but is not obligated to) terminate this Agreement upon (i) a breach by the County by the failure to pay Disposal Fees to Contractor pursuant to Section 6 and 7; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in Contractor's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; (iii) any breach or default of this Agreement by the County, pursuant to Section 13 hereof; or (iv) following the delivery of Excluded Waste to the Facility which the County knowingly delivered or caused to be delivered, after which Contractor has provided written notice advising that any further delivery of Excluded Waste may result in termination of this Agreement, the occurrence of another delivery of Excluded Waste which the County knowingly delivers or causes to be delivered to the Facility. Termination shall be initiated by Contractor notifying the County by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the County as set forth in Section 13.03. The failure to timely pay any Disposal Fee may be cured by the County by making full payment, within the thirty (30) day period after receipt of notice.
- 12.03 **Termination by the County:** The County may (but is not obligated to) terminate this Agreement upon (i) any breach or default of this Agreement by the Contractor, pursuant to Section 13 hereof; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in County's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; or (iii) the termination of the Facility, as specified in Section 1.19, to accept Solid Waste. Termination shall be initiated by County notifying Contractor by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the Contractor as set forth in Section 13.
- 12.04 **Termination For Convenience:** The County in its sole discretion, may terminate this contract at any time the effective date, without cause, by providing at least 30 days' prior written notice to the bidder. The bidder shall be entitled to compensation for authorized expenditures and satisfactory work completed as of the termination date, but in no event shall the County be liable to the bidder for compensation for any service that has not been rendered. The bidder shall have no right to any actual general, special, incidental, consequential, or any other damages of any description or amount for the County's right to terminate for convenience.

12.05 **Termination of Specific Provisions:** The parties recognize that it may be mutually beneficial under certain circumstances to terminate certain provisions of this Agreement without terminating the entire Agreement and they may do so upon written agreement.

13. **BREACH; DEFAULT; REMEDIES.**

13.01 **Breach:** A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

13.02 **Events of Default:**

(1) An event of default shall include, but not limited to, the following:

- (i) Contractor or the County: (a) voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law, (b) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition, (c) applying for or consenting to the appointment of a receiver, trustee, custodian or similar official for a substantial part of its property, (d) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, or (e) making a general assignment for the benefit of creditors;
- (ii) The commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (a) relief in respect of Contractor or the County, or of a substantial part of Contractor's or the County's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law, which petition shall remain un-dismissed for 120 days; or (b) the appointment of a receiver, trustee, custodian or similar official for Contractor or the County or for a substantial part of Contractor's or the County's property and such petition shall continue un-dismissed for 120 days; or (c) an order decree approving or ordering any of the forgoing shall continue and stay in effect for 60 days; or
- (iii) A breach of this Agreement by Contractor or the County (including in the case of the County the events listed in Section 12.02 and in the case of Contractor the failure by Contractor to follow the requirements set forth in Sections 8), which breach is not cured as provided herein.

13.03 **Obligation to Cure Breaches:** Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within thirty (30) days of receipt of written notice of termination under Section 12 from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a cure of the breach (the 30 day period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that:

- (1) except as provided in Section 12.02, in the event of the failure of any party to this Agreement to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date that the payment was due;
- (2) in the event that Contractor materially fails to limit the disposal of waste to that which is allowed to be disposed under this Agreement, or unreasonably rejects the County's Waste from disposal at the Facility, then cure shall consist of immediate action by Contractor to remedy these practices within thirty (30) days or such additional time as may be reasonably necessary to cure, provided that Contractor is actively and continuously pursuing a course of action which will reasonably lead to a cure of the breach; and
- (3) in the event Contractor fails to operate the Transfer Station in a timely manner as required by Section 8.04, the County, after giving the notice specified in Section 13.04, may impose a penalty of \$200.00 per day for such failure, and if payment is not made within five (5) days the County may make demand for payment under the Performance Bond as set forth on Section 10.10.

13.04 **Remedies for Default:**

- (1) In the event of a default under this Agreement, the non-defaulting party shall, upon five (5) days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sum due or which becomes due to the defaulting party under this Agreement. In any event, such costs shall be considered liquidated costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
- (2) If an event a default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the



breaching party under this Agreement; and (ii) terminate this Agreement.

- (3) Notwithstanding any other provisions in this Section and in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent sixty (60) days prior written notice of termination to the defaulting party, provided, however, that only thirty (30) days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement. Such notice of termination shall be subsequent to an earlier notice of breach and failure to cure (or take steps to cure) the subject breach. In the event a default is cured within sixty (60) days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.
- (4) Subject to the terms and conditions of this Section 13.04, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
- (5) The provisions of Sections 12.02 and 12.03 herein shall supersede any conflicting provisions of Section 13.04 herein.

#### 14. INDEMNIFICATION.

14.01 **Indemnity by Contractor:** Contractor will indemnify, defend (as to third party claims only) protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, incurred by the County as a result of or incident to (a) any breach by Contractor of its obligations hereunder, and (b) any negligent or willful act or omission of Contractor, its employees or agents, in the performance of services hereunder; provided, however, that Contractor shall not be obligated to indemnify the County to the extent any of the foregoing results from any negligent or willful act or omission of the County or any of its officers, agents, servants, or employees, or to the extent resulting from any breach by the County of its obligations hereunder.

14.02 **Indemnity by the County:** The County will indemnify, defend (as to third party claims only), protect and hold Contractor, its officers, shareholders, directors, divisions, affiliates, subsidiaries, parent, agents, employees, successors and assigns harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and

expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary patent or latent, incurred by Contractor as a result of or incident to (a) any breach by the County of its obligations hereunder, or (b) any negligent or willful act or omission of the County or any of its officers, agents, servants, or employees; provided, however, that the County shall not be obligated to indemnify Contractor to the extent any of the foregoing results from any negligent or willful act or omission of Contractor or any of its officers, agents, servants, or employees, or to the extent resulting from any breach by Contractor of its obligations hereunder.

**15. NOTICES.**

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, properly addressed to the respective addresses set forth below. Copies by overnight courier service and by fax, properly addressed to the respective addresses and fax number set forth below, may also be sent, but shall not take the place of personal delivery or by registered or certified United States mail, return receipt requested.

To the County:

Attention: Lawrence County Executive  
County Administrative Center  
200 W. Gaines Street  
Lawrenceburg, Tennessee 38464.  
Fax: (931) 766-2219

To Contractor:

Attention:

Change of address by either party shall be by notice given to the other in the same manner as above specified..

**16. ASSIGNMENT.**

Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, other than assignment or transfer by operation of law or merger, or assignment or transfer to an affiliate of the assigning entity.

**17. FORCE MAJEURE.**

In the event Contractor or the County is rendered unable, wholly or in part, by an event of Force Majeure, as that term is defined in Section 1.14 herein, to carry out any of its obligations under this Agreement, then, subject to the right to terminate

as provided in Sections 12.02 and 12.03, and, in addition to the other rights and remedies provided in this Agreement, the obligations of Contractor or the County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that Contractor or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section 17, Contractor or the County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure.

**18. INDEPENDENT CONTRACTOR; NO AGENCY.**

Contractor warrants to be an independent contractor and responsible for its services, and not as the agent of County, in performing the Contract, maintaining complete control over its employees and all its approved subcontractors. Nothing contained in this contract, or any approved subcontract awarded by bidder shall create any contractual relationship between any such subcontractor and County. Contractor shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The contractor shall review State of Tennessee laws and regulations applicable to its services. The contractor agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

**19. SEVERABILITY.**

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal and enforceable. Notwithstanding the above, if the Term of this Agreement as set forth in Section 12.01 herein is held to be invalid, illegal or unenforceable in any respect, then the Term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

**20. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. **BINDING EFFECT.**

This Agreement shall be binding upon, and inure to the benefit of; the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. **CONSTRUCTION.**

Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

23. **ENTIRE AGREEMENT; ADDENDA.**

This Agreement constitutes the entire understanding between the County and Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendment, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto. Provided, however, that the parties hereto may execute an Addendum or Addenda to this Agreement, which Addendum or Addenda may specifically include, but is not limited to, agreements between the County and Contractor for waste supply, waste services, construction, operation and maintenance of waste transfer, processing, disposal or transportation facilities for and within the geographical area of the County as a whole or with respect to any particular area and/or political subdivision within the area covered by the County (for example, on behalf of and with respect to any particular municipality within the County). Unless in direct conflict with the provisions of any such Addendum or addressing matters which are not relevant to any such Addendum, the provisions of this Agreement shall remain in full force and effect and shall apply with equal force and effect to any such Addendum as if the provisions of such Addendum had been directly set forth in this Agreement.

24. **COUNTERPARTS.**

This Agreement may be executed in two counterparts, each of which will be considered an original.

25. **NO THIRD PARTY BENEFICIARIES.**

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

26. **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each of the representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the performance by each party hereto of the obligations contemplated by this Agreement irrespective of any investigations or inquiries made by any party or any knowledge that any party may now possess or that may hereafter come to any party's attention.

27. **NO WAIVERS.**

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power, privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed a waiver of the right, remedy, power or privilege with respect to any other occurrences. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

28. **TITLES NOT TO AFFECT INTERPRETATION.**

The titles of sections and subsections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are to be used in the construction or interpretation hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the County and Contractor have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

LAWRENCE COUNTY, TENNESSEE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(County Seal)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_