



WILLIAMSON COUNTY GOVERNMENT

March 16, 2022

To Whom It May Concern:

Williamson County is accepting bids for solid waste transportation and disposal services for the Williamson County Landfill. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened April 12, 2022 2:00 p.m. Bids must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Solid Waste Transportation and Disposal Services, April 12, 2022, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all bids, to waive technicalities or informalities, and to accept any bids deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine or e-mail.

Enclosed is an, *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit and Drug Free Affidavit.* Please complete these documents and return them with your bid.

The successful bidder will be required to comply with contract and insurance requirements. Sample contracts are draft only and terms can change at the discretion of the County.

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on April 5, 2022. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB
Purchasing Agent



INVITATION FOR BIDS

for

Solid Waste Transportation and Disposal Services

for

Williamson County, Tennessee

April 12, 2022

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1.0 INTRODUCTION

1.1 Purpose and General Description

Williamson County currently operates a transfer station for the disposal of solid waste within Williamson County but excluding the City of Spring Hill and the City of Franklin. Williamson County contracts with third party vendors to provide the transportation and disposal of solid waste.

The purpose of this Invitation to Bid is to solicit bids from qualified companies for the transportation and disposal of solid waste from the Williamson County Transfer Station, located at 5750 Pinewood Road, Franklin, Tennessee (the "Transfer Station"), which is owned and operated by Williamson County (the "County"). The successful Bidder shall provide an open top trailer and all other necessary equipment, materials, and labor, to transport the solid waste from the Transfer Station to a Subtitle D, Class 1 landfill outside Williamson County.

Williamson County does not guarantee a minimum amount of solid waste due to the uncertainty of future needs of Williamson County.

For the purposes of this Invitation for Bids, the entity submitting the bid shall be referenced as "Bidder."

1.2 Bid Submittal

Sealed bids will be accepted by the County no later than 2:00 p.m. C.S.T. on April 12, 2022, at the Office of Rogers Anderson, Williamson County Mayor, 1320 West Main Street, Suite 125, Franklin, Tennessee 37064. All bids must be submitted in accordance with the conditions and instructions provided herein and on the forms provided. All bids must be sealed and the envelope must be labeled on the outside "**Bid for Solid Waste Transportation and Disposal Services for Williamson County, Tennessee.**" **Bids will not be accepted if the above instructions are not followed.**

1.3 Withdrawal of Bids

Bids may be withdrawn by written or FAX 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.

1.4 Schedule

Deadline for bid submittal – April 12, 2022 at 2:00 p.m.

Evaluation completed and Bidder recommended - within 60 days.

This schedule is intended as a guideline for the timing of various events in this effort. Management requirements and other factors may cause certain of these dates to vary from original intentions. **In no event will the deadline for bid submittal be changed.**

1.5 Information Not Guaranteed

Information supplied by the County in connection with this Invitation for Bids 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. The County makes no guarantees or representations that the current estimated tonnages are correct or will continue in the future.

1.6 Site Inspection

All Bidders shall inspect the Transfer Station site before submitting a bid necessary to ascertain all conditions and requirements affecting the full performance of the proposed services. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Bidder(s) from any obligation to comply with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Bidder(s). Submission of a proposal shall be taken as clear evidence of compliance with the site inspection requirements. Inspections may be arranged through the office of the Williamson County Solid Waste Department at (615) 790-3701.

2.0 QUALIFICATIONS

2.1 Minimum Qualifications. Each Bidder submitting a proposal must meet the following minimum qualifications to be considered: (1) Must have a minimum of five years' experience in providing similar services; (2) Must demonstrate access to sufficient waste disposal capacity to meet Williamson County's needs; and (3) Must provide written documentation with the bidders proposal, the name and location of the proposed disposal facility, and a description of the facility and the classes of waste accepted by the disposal facility.

2.2 References. List three of your current major customers. Include at least one Bidder that you provide services to that are comparable to the requirements and needs of Williamson County. For each customer named, indicate: a) number of years as a customer; b) contact names and numbers; c) general type of business of customer; d) services your Bidder provides and relevant metrics of success; and e) any unique waste diversion programs implemented.

3.0 GENERAL CONDITIONS

3.1 Conformity with Invitation for Bids

All bids must conform to the requirements presented in this Invitation for Bids. Bids not in conformity may be rejected. Exceptions to any requirement must be clearly noted in the Bidder's bid.

3.2 Uniformity of Bids

To facilitate evaluation, all bids must be submitted in a uniform format as described in Section 4 of this Invitation for Bids. **ALL BIDS MUST INCLUDE COMPLETED FORMS WHICH ARE ATTACHED TO THIS INVITATION FOR BIDS. FAILURE TO COMPLETE THE REQUIRED FORMS COULD RESULT IN BIDS BEING REMOVED FROM THE COUNTY'S CONSIDERATION.**

3.3 Scope of Services

The successful Bidder will be responsible for providing transportation and disposal of approximately 31,200 tons of solid waste from the Transfer Station to a Subtitle D, Class I landfill, and furnishing all, permits, labor, materials, and equipment in connection with such transportation and disposal, all in compliance 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, and in accordance with this Invitation for Bids. The Bidder will be required to transport and dispose of all solid waste from the Transfer Station for a five (5) year period.

3.4 Subcontractors

All subcontractors shall be approved by Williamson County prior to Bidding contracting with the subcontractor.

3.5. Bidder's Representations.

Recognizing that Williamson County is relying on the following representations, the Bidder, by submitting a proposal, makes the following express representations to Williamson County:

3.5.1 Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or Local Department;

3.5.2 Bidder has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 statements, or receiving stolen property;

3.5.3 Bidder is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of other similar crimes;

3.5.4 Bidder has not within a three year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

3.5.5 Bidder will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the contract documents.

3.6 Term

The initial term of the contract shall be five years, and the contract shall be renewable for one additional five year term, if mutually agreed upon by both parties.

3.7 Price

The Bidder shall provide detailed proposed fees that the Bidder will charge Williamson County for the provision of the services. Each fee indicated shall include all costs and expenses associated with the listed service or item, and the prices listed on the Bid Form shall include all charges of any nature whatsoever for the services included in the bid. Include the fuel surcharge that will be effective for the term of the contract. Prices shall not be subject to increase during the term of the contract.

3.8 Non-discrimination

The Bidder shall not discriminate against any person on the basis of race, sex, color, religion, national origin, age, handicap, or veteran status in the provision of any services pursuant to this Invitation for Bids.

3.9 Equipment

The design of the Transfer Station will require the use of an open top trailer, to be provided by the Bidder. The Bidder shall provide all permits, labor, materials, and equipment necessary for transportation and disposal of solid waste as provided in this Invitation for Bids.

3.10 Liability and Insurance

The selected Bidder shall defend, indemnify, and hold harmless Williamson County, its officers, employees, and agents from any and all costs (including reasonable attorneys' fees), damages, claims, losses, lawsuits, demands, settlements, and other expenses of any kind arising from the 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 transportation and disposal of solid waste. The Bidder shall maintain in force liability insurance, in the minimum amount specified in the draft agreement included in this bid package for the entire term of the contract. The insurance policy shall name the County as an additional insured. The Bidder shall also maintain worker's compensation insurance as required by applicable law. **The Bidder must attach to its bid, as proof of insurance coverage, a Certificate of Insurance, from the Bidder's insurer, showing all insurance coverage and limits carried by the Bidder, and certifying that the insurance required under this paragraph is in force.**

3.11 Licenses, Permits and Taxes

The Bidder 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 transportation and disposal of solid waste as described in this Invitation for Bids and the Bidder's bid.

3.12 Performance Bond

The selected Bidder will be required to furnish a performance bond as a guarantee of performance of the Bidder's obligations as described herein. All bids must contain a statement of the Bidder's ability to furnish such security in the event the Bidder receives the contract. The successful Bidder must submit the performance bond to the County within five days after the date such Bidder receives notification of the award.

3.13 Assignment Prohibited

Neither the contract nor any payments due under it shall be assigned in whole or in part by the Bidder, nor shall any part of the work be sublet by the Bidder, without the prior written consent of the County, and such consent shall not relieve the Bidder from any liability for the work or for the due performance of all the terms and conditions of the contract.

3.14 Superfund Indemnification

The Bidder is required to identify the final disposal site. The Bidder must clearly state in its bid that the Bidder will indemnify, defend and hold harmless Williamson County from any and all liability (including reasonable attorneys' fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

3.15 Contract Terms

All items included in this Invitation for Bids must be included with the bid. Submission of a bid will constitute the Bidder's agreement that this Invitation for Bids and the Bidder's written material submitted in response will become a part of the contract between the parties. All contracts between the parties shall be governed by and enforced in accordance with the laws of the State of Tennessee.

3.16 Non-Collusion

Each bid shall contain a Bidder Affidavit, using the form included in this Invitation for Bids.

3.17 Right to Reject Bids

Williamson County reserves the right to reject any or all bids, to waive technicalities or informality and to accept any bid deemed to be in the best interest of Williamson County. Williamson County reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received.

3.18 Rights to Submitted Material

All bids, responses, inquiries, or correspondence relating to or in reference to this Invitation for Bids, and all reports, charts, displays, schedules, exhibits, and other documents provided by companies will become the property of Williamson County when received.

3.19 Additional Information

All inquiries or requests for additional information relative to this Invitation for Bids shall be requested in writing to Leslie Mitchell, leslie.mitchell@williamsoncounty-tn.gov.

4.0 SELECTION PROCESS

4.1 Request for Bids

This Invitation for Bids is intended to provide interested companies with uniform information concerning Williamson County requirements for the transportation and disposal of solid waste from the Transfer Station. In responding to this Invitation for Bids, companies must adhere to the required format and use the required forms.

4.2 Evaluation Criteria

The following elements will be reviewed by Williamson County in evaluating all bids:

- Company credentials, history and experience
- Proposed manner of solid waste transportation and disposal
- Cost per ton for transportation and cost per ton for disposal

Williamson County, in its sole discretion, will award the contract to the lowest and best responsive, responsible bidder.

Bids will be evaluated against the specifications presented in the Invitation for Bids. Williamson County reserves the right to eliminate a bid for failure to comply with the requirements of the Invitation for Bids.

4.3 Selection

Based upon the criteria listed above, Williamson County will make all decisions regarding selection of the successful bidder and the award of the contract. The decision of Williamson County will be considered final.

5.0 BID FORMAT

Bids should be written in a concise, straightforward and forthright manner, and superficial marketing statements and materials should be avoided. Bids should be organized in the following manner, using the attached forms where applicable.

1. Statement of Bidder credentials, history and experience (list home office and local office locations, as applicable).
2. List key personnel who will be involved in the operation and management of the proposed project (resumes of each person may be included).
3. List all transport and disposal services provided by the Bidder and any affiliates within the State of Tennessee, including at a minimum the following information:
 - Name and location of transportation service sites and the disposal sites;
 - Starting date of Bidder's operations;
 - Types of waste transported;
 - Equipment specification; and
 - List of references and a statement of permission to contact references.
4. Description of services to be provided which demonstrates an understanding of the scope of services necessary, including the labor and equipment necessary to provide the services.
5. List any additional services that may be required but were not included in this Invitation for Bids.
6. Demonstration that the Bidder has the necessary qualifications, licenses and permits, as well as three years' experience, to transport and dispose solid waste in Tennessee.
7. List any subcontractors which the Bidder proposes to retain in connection with the services to be provided hereunder, with complete mailing address, telephone number, and name of contact person for each subcontractor, together with the services to be provided by the subcontractor, and the credentials, history and experience of all subcontractors.
8. List of all complaints made against the Bidder within the past three years.
9. Proposed bid for its price per ton.
10. Proof of insurance coverage - liability and workers' compensation - **CERTIFICATE OF INSURANCE** (See paragraph 3.10).
11. Proof of ability to furnish performance bond (name and telephone number of agent).
12. Superfund statement (see paragraph 3.12).
13. Completed affidavits and other required documents.

BID FORM

Transport and dispose of solid waste from the Williamson County Transfer Station on a per ton basis without further cost to Williamson County other than what is indicated on Bid Form.

Transportation per ton \$ _____

Disposal per ton \$ _____

TOTAL Transportation/Disposal per ton \$ _____

Include this page, Attachment A, and all other items listed on page 8 and 9, section 5.0 Bid Format when submitting your bid.

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Fax _____

Email Address _____

Date _____

Attachment A

Fuel Rate	Increase per Ton	Transportation per Ton	Disposal per Ton	TOTAL Transportation/Disposal per Ton
2.50				
2.60				
2.70				
2.80				
2.90				
3.00				
3.10				
3.20				
3.30				
3.40				
3.50				
3.60				
3.70				
3.80				
4.00				
4.10				
4.20				
4.30				
4.40				
4.50				
4.60				
4.70				
4.80				
4.90				
5.00				

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard Affidavit. After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of _____. (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Witness: _____

Date: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, (“Affiant”), states that he/she has the legal authority to swear to this on behalf of _____, (“Contractor”); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that “(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.” Affiant affirms and warrants that Contractor’s licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires: _____

TRANSPORTATION AND DISPOSAL SERVICE AGREEMENT

This Agreement is made as of this _____ day of _____, 2022, by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County"), and _____, a Tennessee corporation, ("Contractor"), for the nonexclusive license to transport and dispose of solid waste.

WHEREAS, the County owns and operates a transfer station to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in the County;

WHEREAS, Contractor is in the business of solid waste transportation and disposal;

WHEREAS, the County intends to eventually begin disposing its solid waste on the landfill site;

WHEREAS, the County desires to secure services to transport solid waste from the County's transfer station to a sanitary landfill for ultimate disposal;

WHEREAS, the County agrees to retain Contractor to transport, deliver and dispose of all solid waste from County's transfer station to a sanitary landfill owned and/or operated by Contractor in accordance with Federal, State, and local laws, regulations, rules and ordinances; and

WHEREAS, in reliance of this Agreement, the Contractor will secure the necessary equipment, permits, approvals, services and personnel to fulfill all obligations contained herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

I. DEFINITIONS

1. **"Agreement"** shall mean 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.
2. **"Contract Documents"** mean all drawings, schedules, and other documents pertaining to the Project. All Contract Documents, including all attachments and exhibits, shall be incorporated into this Contractor Agreement.
3. **"Department"** means the Williamson County Solid Waste Department.
4. **"Hazardous Waste"** shall mean solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.
5. **"Landfill"** means the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee.
6. **"Sanitary Landfill"** means any other alternate, duly permitted sanitary landfill site mutually agreeable to the parties.
7. **"Solid Waste"** shall mean the non-hazardous material as defined by CERCLA and all other applicable laws and non-special solid waste material generated in the County and collected by private haulers or the County, including garbage, refuse, trash, bulky waste construction and remodeling debris, and commercial waste. This definition excludes yard waste, discarded appliances, tires, and white goods, and any other solid waste that may be diverted for purposes of calculating the State's 25% reduction goal for Williamson County. The solid waste materials must be of the type and consistency to be lawfully accepted at the County's Transfer Station and the Sanitary Landfill under all applicable Federal, State and local laws, regulations, and permits governing each.
8. **"Special Waste"** shall mean any discarded material from a non-residential source meeting any of the following descriptions:
 - a. Containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b.-g. below;
 - b. Waste containing free liquids;
 - c. Sludge waste;
 - d. Waste from an industrial process;
 - e. Waste from a pollution control process;

- f. Residue from a spill of a non-hazardous chemical substance or commercial product or waste listed in a.-e. or g.; and
 - g. Contaminated non-hazardous residuals from the cleanup of a facility generating, storing, treating, recycling or disposing of waste, chemical substances or commercial products listed in a.-f.
9. **“Transfer Station”** shall mean the County’s facility located at 5750 Pinewood Road, Franklin, Tennessee.
10. **“Work”** means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

II. TERM

This Agreement shall commence on _____ and extend through _____; provided, however, this Agreement may be renewed for 1 additional terms of 5 years upon the mutual written consent of the parties for the same material terms of this Agreement. Renewals are strictly contingent on the annual funding being appropriated by the County’s legislative Body.

III. COUNTY’S OBLIGATIONS

1. The County shall own and operate the Transfer Station. The County shall be responsible for maintaining the Transfer Station.
2. The County shall deliver or cause to be delivered to the Transfer Station, the Solid Waste, under the County’s direction but excluding Solid Waste diverted to the recycling program. Williamson County shall only deliver the Solid Waste that it does not intend to dispose of at the Landfill.
3. The County shall maintain the Transfer Station and shall be open for the performance of this Agreement between the hours of 7 a.m. and 4 p.m., Monday through Saturday.

IV. CONTRACTOR’S OBLIGATIONS

1. Contractor shall have full, complete and sole control and direction over all aspects of its business and operation as contemplated under this Agreement. Contractor shall provide all equipment, personnel, vehicles, and management required to fulfill Contractor’s obligations under this Agreement.
2. The Contractor shall be responsible for securing necessary permits and approvals from relevant Federal, State and local governmental agencies having jurisdiction over its transportation and disposal operations referenced herein; provided, however, the County shall retain responsibility for obtaining all permits and approvals related to the construction and operation of the Transfer Station. During the term hereof, the Contractor shall receive and accept County Solid Waste from the Transfer Station and transport and dispose of such waste at the Sanitary Landfill, all in compliance with applicable laws and regulations.
3. The Contractor shall maintain each truck and appurtenant machinery, and any vehicles and containers used or supplied by it, in good mechanical condition and in compliance with all applicable Federal, State and local laws, regulations, and ordinances. The company name and telephone number of Contractor shall be displayed on both sides of the truck and shall be kept legible and visible.
4. Upon request of the Department and at the sole cost of the Contractor, Contractor shall provide trailers for use in transporting the Solid Waste. The trailers shall be of sufficient capacity to carry the legal load weight. For purposes of this Agreement legal load weight is defined as no less than 80,000 and no more than 88,000 pounds.
5. Contractor shall transport Solid Waste from the Transfer Station to the Sanitary Landfill meeting all county, State, and Federal regulations within 10 hours of loading the Solid Waste except for trailers and/or vehicles which are loaded after 4 p.m. on the day to be transported to the Sanitary Landfill within the 10 hour requirement. In such cases County Solid Waste shall be transported to the Sanitary Landfill on the next business day. Contractor will provide additional trailers at no cost to the County and as necessary as the County deems appropriate in cases of delayed transporting. Contractor shall be responsible for all temporary storage of the Solid Waste and shall ensure that it complies with all relevant Federal, State and local laws and regulations in the performance of this Agreement.
6. Contractor shall provide a scale at the Transportation and Sanitary Landfill for use in weighing the Solid Waste transported by Contractor to the Sanitary Landfill for disposal pursuant to the terms of this

Agreement. County may, at its cost and expense and on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same. Contractor shall remain solely responsible for all costs of the maintenance and repair of the scales. The winning bidder is not required to purchase and install scales at the Williamson County landfill or the Williamson County transfer station. The County currently has scales.

7. The obligation of Contractor to dispose of all Solid Waste is an integral and material part of the Agreement. Contractor's obligation to provide waste disposal Services shall be a continuing obligation, and an uncured breach thereof shall subject Contractor to remedies for default as provided in Section XIII hereof.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to execute this Agreement and recognizing that the County is relying thereon, Contractor, by executing this Agreement, makes the following express representations and warranties to County:

1. Contractor is fully qualified to act as the Contractor for the provision of the Work and has, and shall maintain, all licenses, permits or other authorizations necessary to act as the Contractor to fulfill all Contractor's obligations;
2. Contractor warrants that there is no action, suit or proceeding 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 provision of Work;
3. Contractor has obtained all requisite corporate power and authority 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 action on the part of Contractor and this Agreement is enforceable against Contractor in accordance with its terms;
4. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or local department;
5. Contractor has not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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 statements, or receiving stolen property;
6. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes; and
7. The Contractor has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

VI. COMPENSATION TO CONTRACTOR

1. The Service Fee due to Contractor from the County for Contractor's receipt and handling of County Solid Waste from the Transfer Station and the transportation and disposal of such waste at the Sanitary Landfill shall be pursuant to the following schedule:

Cost Per Ton

Transportation	\$ _____
Disposal (including fees)	\$ _____
Additional Fuel Cost	\$ _____
Total	\$ _____

Contractor shall transport and dispose of the Solid Waste on a per ton basis as stated above without further cost to Williamson County, unless otherwise provided for in Exhibit B.

2. Contractor shall invoice County on a monthly basis for the Service Fee and payment thereon shall be due 30 days after receipt of the detailed invoice.

3. The Service Fee shall include any fees charged to the Contractor for the disposal of the Solid Waste at the Sanitary Landfill.

4. In the event it becomes necessary for Contractor to dispose of the Solid Waste at a landfill other than Sanitary Landfill, such site must first be agreed to by the County.

VII. OWNERSHIP OF PROJECT DOCUMENTS

Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, shall be maintained for a period of not less than 3 full years from the date payment is received by the Contractor and will be subject to audit, at any reasonable time and upon reasonable notice by Williamson County or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

VIII. REPRESENTATIONS AND WARRANTIES OF COUNTY

The County warrants that it will undertake reasonable efforts to ensure regulated Hazardous Waste and Special Waste, from the Solid Waste prior to Contractor taking possession. The County warrants that it shall exercise reasonable efforts to maintain its collection and transportation of Solid Waste to the Transfer Station in compliance with the terms of this Agreement and in compliance with applicable Federal, State and local laws and regulations. Once Contractor takes possession of the Solid Waste, Contractor shall be responsible for the content of the Solid Waste. County shall be responsible for the proper disposal of Hazardous Waste in the event Hazardous Waste is provided to Contractor for disposal by County.

IX. INSURANCE

1. Without limiting its liability under this contract, Contractor will procure and maintain at its expense during the life of this Agreement, any/all applicable insurance types and in the minimum amounts stated as follows:

Workers Compensation:

- a. State: Statutory
- b. If applicable, Federal (e.g. Longshoremen's): Statutory
- c. Employer's Liability:
 - \$1,000,000 per Accident
 - \$1,000,000 Disease, Policy Limit
 - \$1,000,000 Disease, Each Employee

Comprehensive or Commercial General Liability (including Premises-Operations)

- a. Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- b. Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- c. Products and Completed Operations (to be maintained for 1 year after final payment)
 - \$1,000,000 Aggregate

If the General Liability coverage is provided by a Commercial Liability Policy, the:

- a. General Aggregate will not be less than \$1,000,000 and will apply, in total, to this project only

- b. Fire Damage Limit will not be less than \$1,000,000 on any one fire
- c. Medical Expense Limit will not be less than \$1,000,000 on any one person

Professional Services Liability

- a. \$1,000,000 per incident

Umbrella Excess Liability

- a. \$1,000,000 over primary insurance
- b. \$1,000,000 retention for self-insured hazards, each occurrence

2. Contractor's protective policy, if applicable, will name Williamson County Government as an "Additional Insured with respect to the Agreement." Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract."

3. All subcontractors of Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of Contractor and comply with all provisions of this Section.

X. HEALTH and SAFETY

1. In the performance of this contract the Contractor will be solely and completely responsible for the health and safety of all persons, including employees, subcontractor, and agents of Contractor as well as any property during performance of the Work. Health and safety provisions will conform to the following: U.S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County, and local laws, ordinances, codes; and all other regulations. When any of these conflict, the more stringent regulation/requirement will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from its responsibility to comply with the safety provisions.

2. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or which is common for the type of Work provided by the Contractor, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the contract.

3. It is a condition of this Agreement, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of this Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

4. It is a condition of this Agreement that any authorized representative for the United States, State of Tennessee or Williamson County shall have right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

5. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division, at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, Contractor must promptly report in writing to Williamson County Government, Risk Management Division, within 24 hours of all accidents or incidents or loss whatsoever arising out of or in connection with the performance of Work, obligations, services in the transportation and disposal of Solid Waste.

XI. PROHIBITION ON CONTINGENT FEES

Contractor hereby represents that Contractor has not been retained or retained persons to solicit or secure a Williamson County Government Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Williamson County Government contracts.

XII. PROHIBITION OF GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Williamson County Government contracts.

XIII. DEFAULT

Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for 30 days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: i) terminate this Agreement as of any date at least 10 days after the last day of the 30 day period; ii) cure the default at the expense of the defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid 30 day period, such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

XIV. INDEMNIFICATION AND HOLD HARMLESS

1. Contractor shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement;

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws; and

c. Any claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Contractor's officers, employees and/or agents arising out of any

injury incurred by such officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.

2. Contractor shall pay Williamson County any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Agreement.

3. Williamson County cannot and will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

XV. PERFORMANCE BOND

Contractor shall provide a performance bond in the minimum amount of \$75,000.00 to Williamson County prior to providing any Services. The performance bond furnished by the Contractor shall be in a form suitable to Williamson County and shall be executed by a surety, or sureties, licensed to do business in Tennessee and reasonably acceptable to Williamson County. The bond shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

XVI. MISCELLANEOUS

1. Non Public Function. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Sanitary Landfill or disposal of the Solid Waste by the Contractor in accordance with this Agreement be deemed a public function, nor has County acquired an interest, ownership, or otherwise in the real or personal property or improvements or fixtures used in providing the transportation services and/or the disposal services at the Sanitary Landfill by virtue of this Agreement.

2. Suspension of Contractor's Performance. From and after the date of this Agreement, the Contractor's performance may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor as determined by the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license permit, or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

3. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

4. Arbitration. Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in the Contract Documents or any other documentation related to the Work is void.

5. Choice of Law. The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any language specifying any other governing law included in the contract/agreement is deleted and is void.

6. Venue. Any action between the parties arising from the Contract Documents shall be exclusively maintained in the courts of Williamson County, Tennessee. Any language specifying any other venue included anywhere in the Contract Documents is void.

7. Attorney Fees. Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Contractor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

8. Notices.

a. Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by the Contract Documents may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

b. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

c. Addresses.

i. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

ii. If to Contractor:

9. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Assignment of this Agreement, or any of the rights and obligations of Contractor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Contractor from its obligations hereunder without the express written consent of County. Whenever the consent or approval of a party is required under this Agreement, such consent or approval will not be unreasonably withheld, conditioned or delayed.

10. Limitation of Legal Avenues. County does not agree to any terms which limit its rights, remedies or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights or remedies of the County granted by constitution or statute, may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in the Contract Documents is void.

11. Tennessee Open Records Act. Contractor understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement and any other documents that the Contractor may define as confidential. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

12. Severability. If any term, clause, or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause, or provision to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected thereby; and it is also the intention of the parties hereto that, in lieu of each term, clause, or provision that is illegal, invalid, or unenforceable, there be added by a Court of competent jurisdiction or otherwise as a part of this Agreement a term, clause or provision as similar in terms to illegal, invalid, or unenforceable term, clause, or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

13. Entire Agreement. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.

14. Drug Free Work Place. If applicable, Contractor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit included herewith evidencing Contractor's compliance.

15. Employment Practices. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment

of individuals with disabilities. Contractor, if applicable, agrees to execute the Fair Employment Affidavit included herewith evidencing Contractor's compliance of this policy.

16. Employment of Illegal Immigrants. The Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Private Acts and all other applicable laws. Failure to comply with the requirements of the immigration act is considered a material breach of this Agreement and may lead to civil penalties and/or debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

17. Relationship between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

18. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any unforeseeable and unavoidable act of God, storm, fire, casualty, unforeseeable work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control. In the event Contractor is unable to transport County Solid Waste to the Sanitary Landfill because of a force majeure event, Contractor may, at its sole risk, store loaded vehicles and/or trailers at the Transfer Station for a period not to exceed Federal, State, or local regulations. The storage shall remain in effect only until normal operating conditions are restored. Any time that County or Contractor intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the declaring party 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. Notice shall again be given when the effect of the event of Force Majeure has ceased.

19. Maintenance of Records. Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under the Contract Documents, shall be maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

20. Liens. The Contractor understands and accepts that Tennessee Law forbids any liens being placed on governmental property. Contractor shall not place any liens on any County owned property that is purchased as a result of this Agreement or in relation to any of the services purchased. The Contractor shall notify County immediately once it becomes aware of any action to place a lien on Williamson County is initiated.

21. Time is of the essence. Since this Agreement is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Work and obligations as defined periodically by this Agreement. Failure to complete the project before this Agreement expires shall subject the Contractor to reduction of pay. This section does not limit any other remedy the County has under this Agreement.

22. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

23. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

24. Effective Date. This contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

LAST ITEM ON PAGE

IN WITNESS WHEREOF, the parties hereto have signed this contract this _____ day of _____, 2013, written by their respective officers pursuant to authorizations contained in duly adopted resolutions as the case may be.

WILLIAMSON COUNTY, TENNESSEE

CONTRACTOR

County Mayor, Rogers C. Anderson

By: _____

**RECOMMENDED:
Department Head**

Title: _____

Department:

Sworn to and subscribed to before me, a Notary Public, this ____ day of _____, 2013, by _____, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

APPROVED AS TO INSURANCE:

Department of Risk Management

Notary Public

APPROVED AS TO FORM AND LEGALITY:

My Commission Expires _____

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____