



City of Bristol, Virginia

Invitation to Bid

Solid Waste Transportation and Disposal Services

Issue Date August 17, 2022
SW-23-004

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Section I

1.1 Purpose

The purpose of this solicitation is that the City of Bristol, Virginia (hereinafter referred to as the “City”) desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposal of non-hazardous solid waste material generated within the City. Therefore, the City is accepting sealed bids for transportation and disposal services of the City’s solid waste.

1.2 Scope of Services

The City seeks to receive bids on a price per ton basis for the services being requested. The Bidder should reflect all costs (disposal fees, transportation costs, and taxes) in its price-per-ton response.

The scope of work is provided generally and is described as: Transportation and disposal of solid waste; provide all necessary equipment, maintenance, and personnel to facilitate these actions; obtain all necessary operating permits; and maintain appropriate licensure, liability insurance, and performance bonds.

The waste stream (hereinafter referred to as “Waste”) may consist of municipal solid waste, yard waste/debris/leaves, brush/bulk wood, household bulk waste, electronic waste, residential construction waste, deceased animals, and street sweeping debris. The waste stream will not contain hazardous waste.

The City’s average disposal weights for the various types of waste streams are as follows:

Municipal Solid Waste (MSW)*	9,000 tons per year
Yard Waste/Debris/Leaves	900 tons per year
Brush/Bulk Wood	1,800 tons per year
Tires**	11 tons per year

*MSW includes municipal solid waste, household bulk waste, electronic waste, residential construction waste, deceased animals, and street sweeping debris.

**Tires will not be included in the MSW.

The City acknowledges that tonnages may vary, either higher or lower, from the above estimate. The amount of waste required to be disposed of will vary on a daily, weekly, monthly, and seasonal basis. There is no guarantee of tonnages by the City, either implied or otherwise.

The detailed scope of services being requested by the City, including all general and special terms and conditions, is found in Attachment A – Municipal Solid Waste Transportation & Disposal Agreement.

1.3 Bid Closing Date

Sealed bids will be accepted at
City of Bristol, Virginia
Purchasing Department, Attention: Tamrya Spradlin
300 Lee Street
Bristol, Virginia 24201

until 2:00 PM, local prevailing time, on Wednesday, August 31, 2022,
and then at said office publicly opened and read aloud.

1.4 Inquiries

Technical questions can be submitted to Jacob Chandler, Director of Public Works, via email at jacob.chandler@bristolva.org or via phone at 276-642-2316. Bid documents are available on the City website www.bristolva.org or by contacting the Purchasing Department at 276-645-7358.

1.5 Bid Evaluation

Evaluation of bids will be based upon the criteria set forth in this invitation. The award will be made to the lowest responsive and responsible bidder.

1.6 Rejection of Bids

The City reserves the right to reject any and all bids, to waive informalities and to negotiate with the low bidder if the bid exceeds budgeted funds. The City reserves the right to select the bid which, in the sole judgement of the City, is deemed to be in the best interest of the City. Exceptions to the specifications may cause the bid to be deemed non-responsive and to be rejected as such.

1.7 Contract Term

The preferred service agreement term is 3-years with an option for one additional 2-year extension. The disposal contract will commence on September 12, 2022.

Section II

2.1 General Instructions

Interested parties may submit a sealed bid using the Bid Form in section 2.2. Bids will be opened publicly and read aloud after the closing time of 2:00 PM, Wednesday, August 31, 2022.

2.2 Bid Form

**City of Bristol, Virginia
Solid Waste Disposal Price Per Ton
Bid Form**

Date: _____

Company: _____

Address: _____

Phone Number: _____

Printed Name: _____

Signature: _____

Description	Price per Ton Numerals	Price per Ton Words
Bid Price Per Ton in accordance with 3.01 of the proposed Municipal Solid Waste Transportation & Disposal Agreement for refuse, garbage, trash, bulky waste, electronic waste, street sweeping debris, small animal carcasses, and construction and remodeling debris		
Bid Price Per Ton in accordance with 3.01 of the proposed Municipal Solid Waste Transportation & Disposal Agreement for Yard Waste/Debris/Leaves/Brush/Bulk Wood		
TOTAL		

Attachment A

Sample Solid Waste Transportation and Disposal Agreement

MUNICIPAL SOLID WASTE **TRANSPORTATION & DISPOSAL AGREEMENT**

THIS AGREEMENT made this ___ day of _____ 2022, by and between The City of Bristol, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "City" or "The City", and COMPANY NAME, hereinafter referred to as "Company" or "The Company".

WHEREAS, the City does not presently operate a municipal landfill facility for the purpose of solid waste disposal, and

WHEREAS, the City desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of non-hazardous solid waste material generated within the City; and

WHEREAS, the City seeks to secure disposal services of City solid waste, and

WHEREAS, the City seeks to secure transportation services that are economically and logistically compatible with potential disposal services, and

WHEREAS, the City currently owns and operates a transfer station to facilitate the foregoing objectives of the City; and

WHEREAS, Company offers transportation and disposal services consistent with the foregoing objectives of the City; and

WHEREAS, the Company and City desire to enter into a contract whereby Company shall provide transportation and solid waste disposal services to City to meet the foregoing objectives of City; and

WHEREAS, the governing authority of the City has the power to enter into service contracts for the transportation and disposal of such waste material.

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

DEFINITIONS

- 1.01 Agreement - this Municipal Solid Waste Transportation and Disposal Agreement.
- 1.02 Convenience Stations - the solid waste collection sites at various locations throughout the City from which the City collects solid waste for transportation to the Transfer Station.
- 1.03 City Waste Material, Solid Waste, or Waste Material - any and all Solid Waste (as defined by Virginia Law) which definition, by way of example, but not by way of limitation, shall include refuse, garbage, trash, bulky waste, yard waste, debris, leaves, brush, bulk wood, electronic waste, street sweeping debris, small animal carcasses, and construction and remodeling debris generated within and collected by or at the direction of the City of Bristol, Virginia for sanitary landfill disposal. City Waste Material shall not include hazardous waste as defined by federal or state law or special waste as defined herein. The City shall not separate City Waste Material by waste stream or otherwise sort City Waste Material by type of waste.
- 1.04 Disposal Company - a provider of solid waste disposal and Sanitary Landfill services pursuant to this agreement.
- 1.05 Disposal Permits - any and all final and nonappealable governmental or other permits, including, but not limited to, all necessary consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary for operation of the Sanitary Landfill.
- 1.06 Sanitary Landfill - the solid waste disposal facility identified for final disposition of City Waste Material.
- 1.07 Special Waste - Waste material which by operation of applicable state or federal law must be transported and disposed of separate and apart from ordinary municipal waste.
- 1.08 Transfer Station - the present facility owned and operated by the City at the Bristol, Virginia Landfill - 2880 Valley Drive, Bristol, Virginia 24201.
- 1.09 Transportation Permits - any and all final and nonappealable governmental or other permits, including, but not limited to, consents, approvals, certifications, licenses, authorizations, fuel permits, decals, or other such operating authority necessary for the operation of a motor transport carrier of municipal solid waste.

Transporter - a provider of transportation services for City Waste Material pursuant to this Agreement.

TERM OF AGREEMENT

- 2.01 Subject to the provisions in this Agreement, the term of this contract shall be for a period commencing September 12, 2022, and terminating September 11, 2025, subject to an optional renewal for one (1) additional two (2) year period as provided for herein.
- 2.02 At the option of the City, this Agreement may be renewed for one additional two-year period, from September 12, 2025, until September 11, 2027. Renewal pursuant to this provision shall be automatically effective unless the City provides to Company notice of non-renewal no later than thirty (30) days prior to the termination date.
- 2.03 Parties agree that beginning in year two (2) of the Agreement term, the City shall have the right to present notice of its intention to terminate this Agreement should the City become aware of the availability of substantially similar, waste disposal services by a third party, provided that such services are available to the City for a service fee that is at a minimum five per cent (5%) cheaper than the applicable service fee established by this Agreement. City must provide Company documented proof of the available lower service fee and written notice of its intention to terminate the Disposal Agreement under this provision, at least one hundred and eighty days (180) prior to the effective termination date. Company may negate City's intention to terminate by reducing its service fee within sixty (60) days of its receipt of the City's notice of intention to terminate to a rate equal to that of the available lower service fee. If Company does not reduce its service fee within this period, the City may terminate the Agreement one hundred and eighty days (180) after Company's receipt of City's notice of intention to terminate.
- 2.04 In the event that Company should reduce its service fee according to the preceding provision, said reduced service fee shall operate as the applicable figure for an inflationary adjustment calculations allowed in this Agreement as if the figure had not been reduced.

FEE STRUCTURE

- 3.01 Company agrees to provide transportation and disposal service for City Waste Material for (INSERT RATE HERE) (\$ _____) per ton during years one, two, and three of the Agreement. Company agrees to provide transportation and disposal service for City Yard Waste/Debris/Leaves/Brush/Bulk Wood for (INSERT RATE HERE) (\$ _____) per ton during years one, two, and three of the Agreement. These figures shall constitute the Initial Service Fee for purposes of calculating any inflationary adjustments as provided herein. The parties expressly agree that this fee structure is based upon an average tractor-trailer weight of twenty (20) tons and that such an average is material to the terms and conditions of this contract. Should this average weight be reduced over a substantial period of time, the parties agree that the per-ton figure shall be renegotiated and adjusted accordingly.
- 3.02 Company shall invoice the City by the fifteenth (15th) day of each month for all services performed during the previous month. The City will pay Company within forty-five (45) days after City's receipt of an undisputed invoice. City shall pay Company interest on the unpaid amount at the rate of one and one half percent (1½ %) per month for payments that are made after forty-five (45) days from receipt of the undisputed invoice.
- 3.03 Company agrees to provide, annually, a credit for fifty (50) tons of disposal of Waste Material at no cost to City in the event the City declares disaster or emergency circumstances. City may use the credit at its discretion with reasonable notice to the Company. This credit does not include the cost of transportation for said waste material.
- 3.04 The parties further agree that beginning in year three (3) of the Agreement an allowance for inflationary increases in the cost of transportation and disposal services may be allowed in accordance with the following criteria:
- Commencing with the fourth September 12 following the date of this Agreement and on each September 12 thereafter, the Initial Service Fee shall be adjusted and revised according to the Consumer Price Index South formula as set forth in Exhibit "A" attached hereto and incorporated herein by reference. As soon as practicable after the said annual anniversary date of each year, Company shall notify City of such rate adjustment and upon request provide the supporting data that is the basis for the rate adjustment. Each successive twelve (12) month

period of operation shall constitute one (1) year.

- 3.05 The adjusted Initial Service Fee shall then constitute the base service fee for purposes of future annual allowances for inflationary increases in accordance with this paragraph.
- 3.06 The parties agree that in no case shall the adjustment allowed for inflationary increases, as described above, exceed two percent (2 %) of the previous year's service fee without prior written approval of such an increase by City. In such cases City shall have the right to request substantial documentation of economic data supporting an increase exceeding two percent (2 %) and may reject any increase over two percent (2 %) where such data does not clearly support the excess. Company may at its discretion adjust the service fee in order to pass through to City pro rata costs for mandated taxes, fees, or other similar legally required expenses associated with operating the Sanitary Landfill. Company agrees to provide documentation of such fees upon City's request.
- 3.07 The parties agree that any mandatory fees imposed upon transportation or disposal providers by federal, state, or local government authorities, after the commencement of this Agreement, may be passed on to City at the actual cost of such fees thirty (30) days after submittal of written documentation of imposition of such fees. Such fees shall not be subject to the above-referenced CPI adjustment.

OPERATIONS

- 4.01 Subject to the terms and conditions herein, City agrees that solid waste haulers will deliver City Waste Material from the Transfer Station for transportation to the Sanitary Landfill for ultimate disposal therein. Company agrees that it will provide for legal and environmentally safe transportation of the City Waste Material from the Transfer Station to the Sanitary Landfill. Company further agrees that it shall accept title to City Waste Material upon pick-up at the Transfer Station until point of disposal of City Waste Material at the Sanitary Landfill, at which time title transfers to the Sanitary Landfill.
- 4.02 City and Company agree that the City shall continue to collect solid waste from the Convenience Stations and transport such waste to the Transfer Station separate and apart from this Agreement.

- 4.03 Company agrees that its employees will be instructed to comply with reasonable and limited instructions regarding loading, unloading and moving to tractors and trailers, departure and arrival at the Transfer Station and Sanitary Landfill of tractors and trailers, and such other instructions as the City or its designated agent may deem necessary in order to facilitate the efficient and economic shipment of Solid Waste Material.
- 4.04 Company agrees that it will provide transportation services reasonably within the same hours of operation of the Transfer Station. The parties further agree that the following holidays may be observed by Company on which dates transportation services shall not be provided by the Company: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day.
- 4.05 Company shall maintain the Sanitary Landfill open for performance of this Agreement between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. In the event that the City declares emergency conditions, Company shall keep the Sanitary Landfill open for disposal of unusual amounts of solid waste material generated or created by such emergency conditions. Notwithstanding the terms in this provision, the parties expressly agree that the operating hours of the sanitary landfill are subject to any limitations or prohibitions in Company's applicable operating permits.
- 4.06 The following holidays may be observed by Company on which dates the Sanitary Landfill may, in the discretion of the Company, be closed: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day.
- 4.07 The City may maintain in good working order at the Transfer Station and have available on all days on which the Transfer Station is open, a scale to be used in weighing City Waste Material deposited at the Transfer Station. The City agrees to cause normal maintenance and calibration of the scale to be performed in accordance with manufacturer's recommendation. Company may, on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same. In the event the scale is not operable at any time, vehicles will be charged based upon the maximum truck capacity in cubic yardage at a rate of \$5.50 (five dollars and fifty cents) per cubic yard.

- 4.08 The parties agree that Special Waste will not be transported from the Transfer Station without prior approval of Company and without being in compliance with applicable state and federal laws and company's waste protocol procedures governing the same. Company agrees to provide a current copy of its waste protocol to the City upon request.
- 4.09 The parties agree that when it is economically convenient, the City's Transfer Station Manager will have the right to direct a City Resident, or its agent, to deliver Waste Materials directly to the Landfill. Company agrees that it will accept direct delivery of such Waste Material provided that the Transfer Station Manager certifies to Company that Waste Material being delivered by the City Resident, or its agent is of the same nature as Waste Material that would otherwise be accepted at the City Transfer Station. Company agrees it will charge the City Resident, or its agent, a fee for disposal not to exceed Company's prevailing gate rate.
- 4.10 Company in no way waives its right to inspect Waste Material delivered by City, a third-party transportation service provider, or a City Resident or its agent as referenced in the foregoing paragraph, to ensure that said Waste Material is of the nature deemed acceptable by the terms of this Agreement, nor does it waive its right to reject such Waste Material when inspection reveals that the same is otherwise unacceptable by the terms of this Agreement.

EQUIPMENT AND DRIVERS

- 5.01 Company agrees to provide to the City, continuously throughout the Term of Agreement, a minimum of two (2) tractors suitable for long-distance hauling and for waste transportation service with said tractors to be employed in rotation between the Transfer Station and the Sanitary Landfill. Tractors made available to the City under this provision shall not be older than four (4) model years. Each tractor provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service pursuant to this Agreement.
- 5.02 Company agrees to provide to the City, continuously throughout the Term of Agreement, a minimum of five (5) trailers, open top, one hundred and eight (108) cubic yard minimum capacity, for waste disposal service, said trailers to be employed in

rotation between the Transfer Station and the Sanitary Landfill, plus, upon reasonable notice from the City, an additional trailer, open top, one hundred and eight (108) cubic yard minimum capacity after holidays and upon other circumstances resulting in greater than normal volume accumulation of City Solid Waste at the Transfer Station. Each trailer provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service according to this Agreement.

- 5.03 Company agrees to provide a fully operational yard tractor equipped with an operational engine and pre-heating unit, to City for movement of trailers at the City Transfer Station and further agrees to provide reasonable and necessary maintenance for this vehicle, including, but not limited to, providing lubricants, fuel and tires. The yard tractor provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service according to this Agreement.
- 5.04 Company agrees that it will provide qualified, licensed drivers for each tractor, excluding the yard tractor, throughout the term of this Agreement, and that the drivers will work in accordance with the needs for the City Transfer Station manager to remove Waste Material in a timely and environmentally safe manner. The parties expressly understand that the drivers are employees of the Company and that City is in no way liable for any aspect of employment of these drivers. Company further agrees that should any driver be deemed, in writing, by City to be unsuitable to render service pursuant to this Agreement, Company shall replace the driver as soon as possible after receipt of a written statement from the City requesting replacement.
- 5.05 Company agrees that upon reasonable notice from the City of the receipt of unusual volumes of Solid Waste, it will dispatch additional equipment and drivers to provide transportation of the same to the Sanitary Landfill and that if such additional equipment and drivers cannot be dispatched, City has the right to temporarily secure additional transportation services from a third party until such time as City deems adequate.
- 5.06 Company agrees that should any of the equipment provided to the City for purposes of this Agreement become inoperable for a period of greater than four (4) hours, City shall notify a designated official of the Company and Company shall immediately dispatch a suitable replacement for that equipment.

5.07 Company agrees that should any of the aforementioned equipment be removed from operations pursuant to this Agreement, in accordance with the preceding provision, for four (4) or more days in any thirty (30) day period City may identify, in writing, that particular piece of equipment as being unserviceable and Company shall provide a suitable replacement therefore. Company further agrees that any equipment so designated shall not be utilized for purposes of solid waste disposal during the remainder of this Agreement.

PERMITS AND COMPLIANCE

6.01 Company agrees that it shall be responsible for securing the requisite and applicable permits and authorizations for the operation of all equipment and of Sanitary Landfill necessary to render service pursuant to this Agreement, from any and all federal, state and local governmental agencies having jurisdiction over such solid waste transportation and disposal operations. City shall be responsible for securing the requisite and applicable permits and authorizations for the operation of Transfer Station from any and all federal, state and local governmental agencies having jurisdiction over such transfer station operations.

6.02 Company agrees to employ commercially licensed operators, as required by applicable state and federal law, to provide transportation service pursuant to this Agreement and further agrees that it will diligently screen potential employees to ensure that they qualified in accordance with this provision.

INDEMNIFICATION

7.01 Company agrees to protect, indemnify, defend and save harmless City, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees), arising out of or relating to Company's negligent or willful acts or omissions related to the maintenance and operation of Company equipment and transportation of Solid Waste and maintenance and operation of Sanitary Landfill, except of reoccurrences caused by or arising out of the negligence or willful conduct of City, its officers, employees, agents or subcontractors.

7.02 The parties expressly agree that the services set forth herein are exclusively by way of contract and that under no circumstances is Company acting as an agent of City. As such any and all claims that might arise under the Unemployment Compensation Act or of the applicable state Worker's Compensation Laws on behalf of personnel employed by Company shall in no way be the responsibility of City and furthermore Company agrees to indemnify City for any and all expenses, to include reasonable attorney's fee, incurred by City in defending such claims.

INSURANCE

- 8.01 Company shall provide and maintain during active transportation services Workers' Compensation Insurance, which shall meet the requirements of the states wherein the transportation services are provided.
- 8.02 Company shall provide and maintain during this contract Public Liability Insurance, to protect against all claims arising out of Company's operations that result in bodily injury, death or property damage suffered in connection with Company's services hereunder. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving City sixty (60) days notice in writing by certified mail.
- 8.03 Company shall furnish City evidence that the insurance required of it is in force. The City shall be added as an additional insured to the insurance policies referenced in this section.
- 8.04 The limits of liability of all insurance required herein shall be set forth in Exhibit "B" which is attached hereto and made a part hereof.
- 8.05 Company agrees to provide to City a performance bond, or equivalent security instrument, for the one hundred twenty-five per cent (125%) of the cost of six (six) months of transportation and disposal service as provided in this contract, said bond being provided at least thirty (30) days prior to actual commencement of service and remaining in effect for the duration of the Agreement.

DEFAULT

- 9.01 The parties agree that in the event of breach of any of the covenants or conditions contained herein the non-breaching party shall promptly provide written notice, by

certified mail, of said breach to the breaching party. Failure to cure the breach within fifteen (15) days after the receipt of said written notice shall enable the non-breaching party, at its discretion, to

- (i) cure the breach at the expense of the breaching party;
- (ii) terminate this Agreement as of any date which the non-breaching party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; and
- (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to recover damages or loss suffered as a result of such termination.

9.02 In the event the non-breaching party waives breach by the breaching party, such waiver shall not be construed or determined to be a continuing waiver of the same with regard to any subsequent breach of the same covenant.

9.03 No modification, release, discharge or waiver of any provision hereof shall be of any continuing force or effect unless in writing, signed by all parties to this Agreement.

9.04 In the event that Company fails to renew an existing mandatory permit, or to obtain a mandatory permit that should be required in the future, Company shall promptly provide notice of such failure to the City by certified mail and any other reasonable and expedient means of communication. Upon receipt of such notice, City will initiate procedures to secure new contracts for transportation and disposal of City Waste Material. If the lack of permit prohibits use of the Sanitary Landfill, Company shall provide transportation from the Sanitary Landfill to another similar facility which contains modern environmental safeguards and which meets the applicable federal, state, and local regulations necessary for non-hazardous waste disposal and further to secure, at no additional costs to the City beyond those costs herein provided, the subsequent legal disposal of the City Waste Material until City enters into a new contract for transportation and disposal of City Waste Material.

GENERAL PROVISIONS

- 10.01 Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.02 In the event of such assignment or transfer, the assignee shall assume the liability of the Company, but such assumption of liability shall not relieve Company of liability under this Agreement.
- 10.03 This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.04 This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Company equipment by Company in accordance with this Agreement be deemed a public function, nor has City acquired an interest, ownership or otherwise in the real or personal property of the Company by virtue of this Agreement.
- 10.05 The parties agree that in the event the City should become financially unable to sustain payment of the prevailing service fee, it may terminate this Agreement upon sixty (60) days written notice and documentation of the same.
- 10.06 From and after the Commencement Date, the Company's performance hereunder 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 Company unless such cause or causes are a result of action or nonaction by the Company. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, national defense requirements.
- 10.07 The parties agree that should any term, clause or provision of this Agreement, or the application thereof, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term of this contract, the remainder of said term, clause or provision shall not be affected thereby, nor shall the Agreement, as a whole, be invalidated by the unenforceable provision.

- 10.08 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 10.09 The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- 10.10 All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

CITY

Director of Public Works
2515 Valley Drive
Bristol, VA 24201

COMPANY

[NAME]
[ADDRESS]

- 10.11 To the extent definition of specific terms is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as of the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.
- 10.12 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[NOTARIZED SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

ATTEST

By: _____

Its: _____

Date: _____

[COMPANY NAME]

By: _____

[NAME & TITLE OF SIGNATORY]

DATE: _____

ATTEST

By: _____

Its: _____

Date: _____

CITY OF BRISTOL, VA CITY COUNCIL

By: _____

[ANTHONY FARNUM, MAYOR]

DATE: _____

By: _____

**[RANDALL C. EADS]
[CITY MANAGER/CITY ATTORNEY]**

DATE: _____

EXHIBIT "A"
C.P.I. SOUTH FORMULA

The Transportation and Disposal Service Fee specified in Paragraph 3.01 of this Agreement shall be adjusted annually beginning September 12, 2025, and on every succeeding September 12 during the term of the Agreement in order to reflect changes in the Consumer Price Index, not to exceed two percent (2%) annual increase in the absence of compliance with procedures stated in Paragraph 3.06. The method of adjustment shall be as follows:

$$\text{New Rate} = [\text{Old Rate}] \times [1 + (\text{Cn} - \text{Ci}) / \text{Ci}]$$

Where:

Old Rate = the rate in effect during the first year of the Agreement

Ci = the Consumer Price Index on the date of the third anniversary of the Agreement execution

Cn = the Consumer Price Index on the first day following the second anniversary of the Agreement and every annual anniversary date thereafter

The Consumer Price Index used shall be the Consumer Price Index for all Items Portion, New Series, for Urban Wage Earners and Clerical Workers for the South, as published by the United States Department of Labor.

Example Rate Adjustment:

Rate Adjustment on annual anniversary of

Agreement Old Rate= \$6.50 per

ton (assume)

Ci = 115.00 (assume)

Cn = 120.00 (assume)

Calculation

New Rate= \$6.50 x [1 + (120 -

115) / 115]

New Rate= \$6.50 x 1.04348

New Rate= \$6.78 (rounded)

In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

EXHIBIT "B"
MINIMUM INSURANCE LIMITS

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
	\$1,000,000 each accident
Employer's Liability	\$1,000,000 disease policy
Limit Employee	\$1,000,000 each disease
Bodily Injury Liability and Property Damage Combined	\$1,500,000 each occurrence
Automobile Bodily Injury Liability and Automobile Property Damage Combined	\$1,500,000 each occurrence
Excess Umbrella	\$5,000,000-aggregate

ADDENDUM OPTIONAL TIRE DISPOSAL

The City invites optional negotiation of tire transportation and disposal services throughout implementation of the Solid Waste Transportation and Disposal Agreement.

City requires one (1) thirty (30) yard, open-top containers for the collection of tires at the City Transfer Station.

Tires generated/received by City include those from passenger cars, light trucks, heavy equipment tires, off-road vehicles, solid tires, and heavy trucks/tractor trailers. Tires not accepted include those from large airplanes, as well as, high floatation tires wider than 12 (twelve) inches, and any tires on rims. Tires must be free of debris such as dirt, trash or other waste.