



September 14th, 2022

**Request for Proposals
Bristol Solid Waste Disposal Services
RFP SW-23-006**

**City of Bristol, VA
300 Lee Street
Bristol, VA 24201**

TABLE OF CONTENTS

- I. General Background
- II. Waste Stream Quantity
- III. Facility Requirements
- IV. Contract Term
- V. Proposal Content
- VI. Submittal
- VII. Evaluation of Proposals
- VIII. General Conditions

PROPOSAL SHEET

NON-COLLUSION AFFIDAVIT

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

ATTACHMENT A

I. General Background

The City of Bristol, Virginia (hereinafter referred to as the “City”) is soliciting proposals from interested, qualified, and permitted solid waste management facilities (hereinafter referred to as the “Facility”) to accept solid waste from the City. The waste stream (hereinafter referred to as “Waste”) may consist of municipal solid waste, yard waste/debris/leaves, brush/bulk wood, household bulk waste, residential construction waste, deceased animals, and street sweeping debris. The waste stream will not contain hazardous waste. Waste will be delivered to the Facility via City operated and owned vehicles. However, the city may choose to contract transportation of waste at a later date.

The original proposal and two (2) copies must be sealed and addressed to:

City of Bristol, Virginia
300 Lee Street
Bristol, Virginia 24201
Emily Compton, Procurement Specialist

Envelopes shall be clearly labeled with the following:

Name and Address of Offeror
Due Date – September 28th, 2022 2:00 PM
RFP Number – SW-23-006
RFP Title – Bristol Solid Waste Disposal Services

Proposals received after the above date and time will not be considered.

Proposals submitted by facsimile or electronic mail are not acceptable.

Questions regarding proposal requirements should be directed to Emily Compton, Procurement Specialist via email at emily.compton@bristolva.org.

II. Waste Stream Quantity

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

The Facility 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.

III. Facility Requirements

The Facility must be constructed and operated in accordance with the applicable local, state, and federal laws, rules, and regulations within the jurisdiction where the Facility is located. The Facility must be fully permitted for accepting non-hazardous solid waste from the City. The Facility must have sufficient capacity to service the life of the agreement.

The Facility must be within a reasonable drive area for the City's solid waste vehicles. The City will calculate the transportation cost to/from the Facility in evaluation of the RFP.

The Facility must accept waste from the City Monday through Friday, fifty-two (52) weeks a year from 7:00 am to 4:30 pm. The City will work with the selected Facility to accommodate changes due to inclement weather and holidays. In the event an unforeseen circumstance occurs, such as, an act of God or equipment breakdown, the Facility shall work with the City to provide extended hours of operation in support of said event.

The Facility shall accommodate tipping of material at a rate such that trucks delivering City solid waste are able to approach the site, enter, weigh in, tip all materials, and depart the site with a turnaround time of less than 30-minutes (inclusive of actual ejecting load).

The Facility shall provide easy ingress and egress from the receiving facility.

The Facility shall keep disposal records regarding the City's material deliveries on a daily and cumulative basis. The records shall be provided to the City upon request in an agreed upon format. As a minimum, daily, monthly, and annual disposal reports shall be provided as requested by the City.

The Facility shall assume ultimate responsibility for appearance, cleanliness, and orderliness of the Facility.

IV. Contract Term

The preferred service agreement term is 3-years with an option for one additional 2-year extension. However, other terms, if proposed, will be considered. The disposal contract will commence on or about November 1, 2022.

V. Proposal Content

The proposal should provide a straightforward, concise description of the Facility's capabilities to provide the required service. The following is the requested format:

1. Facility Name, Business Address, and Telephone Number including a point of contact for additional information.
2. Type of organization (individual, partnership or corporation) and year the Facility was established.
3. Profile of the Facility's experience, qualifications, and capabilities in providing the required service.
4. Certificate of Business License.
5. Proposal Pricing Sheet.
6. Required Forms:
 - Non-Collusion Affidavit
 - Title VI Disclosure (Voluntary)
7. The proposal shall be signed by an authorized representative of the Facility.

VI. Submittal

Information concerning the proposal process or technical questions regarding this Request for Proposals should be directed to:

Jacob Chandler
Director of Public Works
City of Bristol, Virginia
Phone: 276.645.7358
Email: jacob.chandler@bristolva.org

1. All submittals must be received by the City prior to **2:00 p.m. local time on Wednesday, September 28, 2022**. One (1) original and two (2) copies of the proposal shall be enclosed in a sealed opaque envelope clearly marked "**Bristol Solid Waste Disposal Services RFP**". All submittals must be delivered to:

City of Bristol, Virginia
300 Lee Street
Bristol, Virginia 24201
Emily Compton, Procurement Specialist

2. The proposals will not be publicly opened. All proposals will be treated as confidential throughout the evaluation process to the fullest extent permitted by law. After completion of the evaluation of proposals, all submitted materials will constitute public records which are subject to public inspection and copying under Virginia law.
3. The City reserves the right to reject any or all proposals, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the City.
4. This Request for Proposals does not commit the City to execute an agreement, to pay any costs incurred in the preparation of a proposal, or to contract for services.

VII. Evaluation of Proposals

Review and screening of Facilities submitting proposals will be performed by City staff. Review criteria will be based on:

	Percent
1. Price per ton for transportation and disposal services	35
2. Proximity to the City for ease of hauling purposes	35
3. Waste acceptance methods	20
4. Responsiveness and completeness of the proposal	10
Total	100%

Each proposal will be submitted with the understanding that the acceptance to furnish any or all of the items described requires the execution of an agreement between the City and the Facility.

If negotiations of the proposed agreement are unsuccessful, negotiations shall cease and commence with another Facility. The City may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another Facility to submit proposals.

VIII. General Conditions

1. The City reserves the right to reject any and all proposals or parts thereof, and unless otherwise specified by the proposer, to accept any item in the proposal. Proposal pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The City also reserves the right to waive informalities on all or any part of any proposal as deemed to be in the best interests of the City.
2. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
3. It is the policy of the City to ensure equal opportunity in all aspects of its programs and services without regard to race, color, sex, or national origin under Title VI of the Civil Rights Act of 1964. This policy applies to the administration of programs, facilities,

benefits, or services that receive assistance from the Federal government. During the performance of this contract, the successful Facility agrees as follows:

- A. To comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereafter referred to as "Regulations") as they may be amended.
 - B. To ensure nondiscrimination on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The Facility shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - C. That during solicitations either by competitive bidding or negotiation made by the Facility for work to be performed under a subcontract, including procurement of materials or lease of equipment, all potential subcontractors shall be notified by the facility of their obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - D. That all information and reports required by the Regulations be readily accessible by the City.
 - E. That in the event of noncompliance with the nondiscrimination provisions of the contract, the City shall impose contract sanctions as it may determine to be appropriate, including but not limited to:
 1. Withholding payments until compliance is made, and/or
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
4. The specifications set forth are the minimum that are acceptable. The City reserves the right to accept any proposal that it may deem to be in the best interest of the City.
 5. The Facility shall provide insurance coverage as specified in the Municipal Solid Waste Disposal Agreement.
 6. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

City of Bristol, Virginia
Solid Waste Disposal RFP
Proposal Sheet

Description	Price per Ton Numerals	Price per Ton Words
Municipal Solid Waste (MSW)		
Yard Waste/Debris/Leaves		
Brush/Bulk Wood		

Legal Name of Company: _____

Company Address: _____

Telephone Number: _____

Email: _____

Contact Person: _____

Facility Name: _____

Facility Address: _____

Principal Name: _____

Principal Signature: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2____.

Title

My Commission expires _____

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

Race: _____ White
 _____ Black
 _____ Hispanic
 _____ Asian
 _____ Other

Gender: _____ Male
 _____ Female

This form will be maintained on file in the Purchasing Department for review by the City and the Federal Government Title VI Compliance Office.

Attachment A

Sample Solid Waste Disposal Agreement

MUNICIPAL SOLID WASTE

DISPOSAL AGREEMENT

THIS AGREEMENT made the _____ day of October 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 currently owns and operates a transfer station to facilitate the foregoing objectives of the City; and

WHEREAS, Company offers 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 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 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 Disposal Agreement.
- 1.02 Convenience Stations - the solid waste collection sites at various locations throughout the City from which the City collects solid waste.
- 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, 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.

TERM OF AGREEMENT

- 2.01 Subject to the provisions in this Agreement, the term of this contract shall be for a period commencing November 1, 2022, and terminating October 31, 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 November 1, 2025, until October 31, 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.

EEE STRUCTURE

- 3.01 Company agrees to provide disposal service for City Municipal Solid Waste Material for (INSERT RATE HERE] (\$ _____) per ton during years one, two, and three of the Agreement. Company agrees to provide disposal service for City Yard Waste/Debris/Leaves for (INSERT RATE HERE] (\$ _____) per ton during years one, two, and three of the Agreement. Company agrees to provide disposal service for City 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.
- 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.
- 3.04 The parties further agree that beginning in year four (4) of the Agreement, if the City exercises the two year extension option, an allowance for inflationary increases in the cost of disposal services may be allowed in accordance with the following criteria:
- Commencing on November 1, 2025, the Initial Service Fee shall be adjusted by a one-time 5% increase adjustment.
- 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 any mandatory fees imposed upon 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 one-time 5% increase adjustment.

OPERATIONS

- 4.01 Subject to the terms and conditions herein, City agrees that the City or a third party transportation service provider will deliver City Waste Material from the Transfer Station to the Sanitary Landfill for ultimate disposal therein. Company agrees that it will provide for legal and environmentally safe disposal of the City Waste Material at the Sanitary Landfill. Company further agrees that it shall accept title to City Waste Material upon 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 or third party transportation or service provider shall continue to collect solid waste from the Convenience Stations and transport such waste to the Sanitary Landfill separate and apart from this Agreement.
- 4.03 Company agrees that it will provide disposal 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 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.
- 4.04 Company shall maintain the Sanitary Landfill open for performance of this Agreement between the hours of 7:00 a.m. and 4:30 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.

- 4.05 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.
- 4.06 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.
- 4.07 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.
- 4.08 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.

PERMITS AND COMPLIANCE

5.01 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 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.

INDEMNIFICATION

- 6.01 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 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.
- 6.02 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

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 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 (6) months of 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

- 8.01 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
- cure the breach at the expense of the breaching party;
 - 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

- 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.
- 8.02 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.
- 8.03 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.
- 8.04 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 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 disposal of City Waste Material.

GENERAL PROVISIONS

- 9.01 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.
- 9.02 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.

- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 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.
- 9.07 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. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 9.08 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.
- 9.09 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]

- 9.10 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.
- 9.11 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

[COMPANY NAME]

By: _____

By: _____
[NAME & TITLE OF SIGNATORY]

Its: _____

DATE: _____

Date: _____

ATTEST

CITY OF BRISTOL, VA CITY COUNCIL

By: _____

By: _____
[ANTHONY FARNUM, MAYOR]

Its: _____

DATE: _____

Date: _____

By: _____

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

DATE: _____

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