

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

ORDINANCE NO. 1111

**AN AMENDMENT TO AMEND SECTIONS 2 AND 3 OF
ORDINANCE NO. 1052 OF THE CITY OF TARRANT, ALABAMA.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT AS
FOLLOWS:**

**Section 1. Amendment to Section 2 of Ordinance No. 1052 of the City of
Tarrant, Alabama.**

Section 2 of Ordinance No. 1052 of the City of Tarrant, Alabama, is hereby amended to repeal the non-exclusive franchise agreement attached thereto as Exhibit "A" thereof and to incorporate a new non-exclusive franchise agreement attached hereto as Exhibit "A" hereof which shall bind said non-exclusive franchisee by its terms. Exhibit "A" of Ordinance No. 1052 is expressly repealed and replaced by Exhibit "A" attached hereto.

**Section 2. Amendment to Section 3 of Ordinance No. 1052 of the City of
Tarrant, Alabama.**

Section 3 of Ordinance No. 1052 of the City of Tarrant, Alabama, is hereby amended to read as follows:

Section 3. Unless otherwise exempt under this Ordinance, every resident of the City shall obtain residential solid waste collection and disposal services from a provider designated as a non-exclusive franchisee of the City. Said residential solid waste collection and disposal services shall be obtained through the establishment of an account for the receipt of such services with a provider designated as a non-exclusive franchisee of the City. Said account shall be established in the name of (1) the legal title owner of the real property, and/or (2) the person, persons, entity or entities who own the real property receiving such services as shown on the property records of the Jefferson County Tax Assessor.

Section 3. Effective Date.

This Ordinance shall become effective on February 1, 2019.

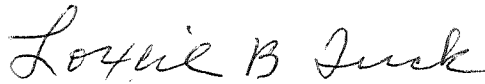
Section 5. Inclusion in Code of Ordinances.

The provisions of this Ordinance shall be included in and incorporated into the Code of Ordinances of the City of Tarrant as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Severability.

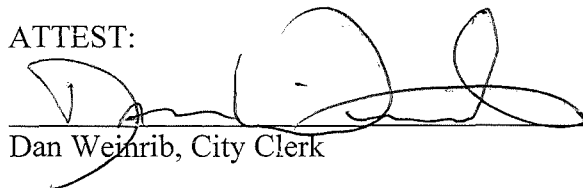
The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph and/or section of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other section, paragraph, sentence, clause and/or phrase, since the same would have been enacted by the City Council of the City of Tarrant, Alabama without the incorporation of such section, paragraph, sentence, clause and/or phrase.

ADOPTED AND APPROVED THIS THE 17TH DAY OF DECEMBER, 2019.



Loxcil B. Tuck, Mayor

ATTEST:



Dan Weinrib, City Clerk

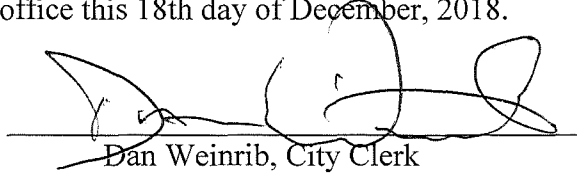
CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Tarrant, Alabama, on the 17th day of December, 2018.

The above and foregoing ordinance was published on the 18th day of December, 2018, by posting copies thereof in three public places within the City of Tarrant, one of which was the post office or the Mayor's office in the City of Tarrant.

Witness my hand and seal of office this 18th day of December, 2018.



Dan Weinrib, City Clerk

EXHIBIT “A”

EXH A.

**NON-EXCLUSIVE AGREEMENT TO PROVIDE
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**

This Non-Exclusive Agreement to Provide Residential Solid Waste Collection and Disposal (this "Agreement") is entered into on this the _____ day of _____, _____ between _____ ("Contractor"), and the City of Tarrant, Alabama (the "City").

GENERAL SPECIFICATIONS

1.00 Definitions

The following terms shall have the meanings hereinafter given:

- 1.01 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.02 Construction Debris - Waste-building materials resulting from construction, remodeling, repair, or renovation to the home or appurtenances. Homeowner generated construction type debris will be collected curbside with refuse upon receipt of a call from the City and payment of a \$50.00 fee by the Homeowner. Building Contractor generated construction type debris is the responsibility of the building contractor or homeowner and will not be picked up curbside.
- 1.03 Containers - A ninety-five (95)-gallon "roll-out" receptacle; constructed of plastic or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. To ensure continued uniform aesthetics, Contractor must lease containers from BFI Waste Services, LLC ("Allied Waste, a Republic Services Company").
- 1.05 Contract Documents - This Agreement along with any Request for Proposals, Instructions to Companies, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.06 Contractor - The person, corporation, partnership, or other entity performing refuse collection and disposal pursuant to this Agreement.
- 1.07 Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.08 Disposal Site - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, waste processing/separation centers, licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final

disposal.

- 1.9 Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.
- 1.10 Hazardous Waste - Waste, in any amount, that contains any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans, and any other waste materials which require special handling, collection, transportation or disposal requirements under local, state or federal laws or regulations beyond those required for standard municipal solid waste.
- 1.11 Producer - An occupant of a Residential Unit who generates Refuse and Residential Refuse.
- 1.12 Refuse - This term shall refer to **[residential refuse and bulky waste,]** construction debris, and stable matter generated at a Residential Unit unless the context otherwise requires.
- 1.13 Residential Refuse - All Garbage and Refuse generated by a Producer at a Residential Unit.
- 1.14 Residential Unit -
 - (a) A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
 - (b) A condominium or apartment dwelling within the corporate limits of the City, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.15 Recycling / Recyclable Materials – As an alternative, the City requests pricing for the collection of recyclable materials from each of the Residential Units one (1) time per week, as well as, every other week. Contractor shall provide 95-gallon containers (“Recycle Containers”). Recycle Containers shall be placed at curbside by 7:00 a.m. on

the designated collection day. However, participation is not mandatory. The following items generated by a Producer at a Residential Unit will be collected as acceptable recyclable materials ("Recyclable Materials") and taken to a State Approved Recycling Facility:

1. PET plastics #1 and HDPE #2 plastics
2. Aluminum cans
3. All clean/dry fibers out of the household (newspaper, inserts, magazines, cardboard, junk mail)
4. Metal cans

Proceeds for Recyclable Materials will be the property of the Company.

1.16 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter; provided that such material is generated by a Producer at a Residential Unit. Any wood, wood products, tree trimmings, branches, dead trees must be no larger than four (4) foot in length and tied together as a Bundle before placement at the curb for pick-up. These bundles shall not be picked up if they do not meet the size requirements.

1.17 Stable Matter - All manure and other waste matter normally accumulated in or about a stable or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.18 City - City of Tarrant, Alabama.

2.00 **Scope of Work**

The work under this Agreement consists of furnishing all supervision, labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all Residential Refuse from Residential Units located within the corporate limits of the City during the term of this Agreement, and transport same to Pineview Landfill, and perform all other work or services incidental to such refuse collection and disposal services. If Contractor includes pricing for the collection of Recyclable Materials, Rubbish and/or Bulky Waste, the collection of such materials, as applicable, shall be included in the scope of work.

2.01 Storms and Other Disasters - Except for the City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, labor stoppages, riots, terrorist acts, compliance with applicable federal, state or local laws or regulations ("Applicable Laws") or

governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this Agreement, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.

3.00 **Type of Collection**

3.01 Service Provided -

- (a) The Contractor shall provide Automated curbside collection service for the collection of Residential Garbage to each individual Residential Unit one (1) time per week. Containers shall be placed at curbside by 7:00 a.m. on the designated collection day.
- (b) The Contractor may provide for the special collection from Residential Units for other waste materials at Contractor's sole discretion and upon such terms and conditions as Contractor shall specify. Also, the Contractor may provide for the special collection of Dead Animals and Hazardous Waste at Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.
- (c) The Contractor may provide curbside collection service for the collection of Recyclable Materials to each individual Residential Unit one (1) time per week or every other week. Recycle Containers shall be placed at curbside by 7:00 a.m. on the designated collection day.

3.02 Location of Waste Materials for Collection -

- (a) Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any Container or any Residential Refuse not in a proper Container.
- (b) For special collection that may be provided by the Contractor pursuant to Section 3.01(b), the charges are to be negotiated between the Contractor and producer prior to collection.
- (c) Each Recycle Container, shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Each Recycle Container, unit of Bulky Waste, and pile of Rubbish shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Recycle Containers, units of Bulky Waste, and piles of Rubbish shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any Recycle Container, unit of Bulky Waste, and pile of Rubbish not so placed or

contained, as applicable.

(d) During the term of this Agreement, every six months or twice per year, Contractor shall provide two thirty-yard roll-off containers to be placed at locations to be designated by the City and will collect each container one time at no cost to the City.

4.00 **Operation**

4.01 Hours of Operation - Collection of Residential Garbage, Recyclable Materials, shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection - Collection routes shall be established by the Contractor.

4.03 Holidays - The following shall be holidays for purposes of this Agreement:

	New Year's Day
	Labor Day
	Martin Luther King
Day	Thanksgiving Day
	Memorial Day
	Christmas Day

Independence Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holidays, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once per week.

4.04 Complaints - All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Residential Refuse not collected within 24 hours after complaint is received by Contractor.

4.05 Collection Equipment - The Contractor shall provide an adequate number of Automated service vehicles for regular garbage collection services. Adequate number shall mean that at least one automated truck or a spare automated truck is available to service the City Monday through Friday of any week. All vehicles and other equipment shall be kept in good repair (ordinary wear and tear excepted), appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.06 Office - The Contractor shall provide an office in Jefferson County through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

- 4.07 Hauling - All waste materials hauled by the Contractor pursuant to this Agreement shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.
- 4.08 Disposal - All waste materials collected for disposal by the Contractor pursuant to this Agreement shall be hauled to Pineview Landfill located in Walker County Alabama. The disposal charge shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractor and shall include all surcharges, tipping, or other fees imposed by an local, state, or federal government.
- 4.09 Notification - The Contractor shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled refuse collection.
- 4.10 Point of Contact - All dealings, contacts, etc. between the Contractor and the City shall be directed to the Operations Manager, as the Contractor's representative, and City's delegate, as the City's representative.
- 4.11 Reports - The Contractor shall provide the City with such reports and/or documents as may be required for documentation/submission to various regulatory boards or agencies.
- 4.12 Operations - All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, storage, or disposal of materials shall be made upon the City's privately owned premises. The Contractor shall conduct its operation so as to interfere as little as possible with the public use of roads, walks, and entrances to houses.
- 5.00 **Compliance with Laws**
The Contractor shall conduct operations under this Agreement in compliance with all Applicable Laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. Any change in law that results in increased costs to the Contractor, which may include but not be limited to taxes, state fees or other requirements shall be passed on directly to the Residential Unit account holder and delineated on the Contractor's billing statement.
- 6.00 **Effective Date**
This Agreement shall be effective upon the execution of the contract and performance of such contract shall begin on the 1st day of February, 2019, and shall continue in effect for a one (1) year period. Upon mutual agreement of the parties, this agreement may be extended for additional three (3) year terms.
- 7.00 **Nondiscrimination**
The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.00 **Indemnity**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys’ fees, in each case, to the extent caused by Contractor’s negligent, grossly negligent, reckless, willful, wanton, or malicious performance of services under this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys’ fees arising out of the award of this Agreement or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

9.00 **Licenses and Taxes**

The Contractor shall obtain all applicable licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the City, County, or State.

10.00 **Term**

The term of this Agreement shall be one (1) year. The City and Contractor may mutually agree to extend this Agreement for additional periods of up to three (3) years.

11.00 **Insurance**

The Contractor shall at all times during the contract maintain in full force and effect the following types of insurance in at least the limits specified below by insurers reasonably acceptable to the City. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance reasonably satisfactory to the City evidencing that such insurance has been procured and is in effect.

Workers’ Compensation

Coverage A	Statutory
Coverage B – Employer’s Liability	\$ 1,000,000 each Bodily Injury by Accident
	\$ 1,000,000 policy limit Bodily Injury by Disease
	\$ 1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$ 3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles

Commercial General Liability

Bodily Injury/Property Damage	\$3,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate
	\$3,000,000 products/completed operations aggregate

Upon City’s request, Contractor shall furnish City with a certificate of insurance, not policy copies, evidencing that such coverage are in effect. Such certificate: (i) shall also provide for 30 days prior written notice of only cancellation to the City; (ii) shall show (but not “name”) the City as an additional insured; and, (iii) shall contain waivers of subrogation in favor of City (excluding

Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

12.00 Bond

12.01 Performance Bond -

- (a) The Contractor may be required to furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond must be in the sum (50% of the annual contract amount in force for the current year).
- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premium is paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Alabama.

12.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.03 Default - A breach of contract by either party shall be grounds for cancellation of this agreement by the other party. If Contractor breaches this Agreement or fails to perform under this Agreement, the City shall be able to make demand under the terms of the performance bond.

13.00 Basis and Method of Payment

13.01 Rates -

- (a) For collection and disposal services required pursuant to Section 3.01(a) [, 3.01(c) and/or 3.01(d)], the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with Section 13.02.
- (b) For special collection provided by the Contractor pursuant to Section 3.01(b), charges are to be negotiated between the Contractor and producer prior to collection.
- (c) Refuse collection charges provided by Section 13.01(a), 3.01(c) and/or 3.01(d) shall be modified as set forth in Section 13.02.
- (d) The rates include a franchise fee to the City of ten percent (10%).

13.02 Modification to Rates -

- (a) At the end of each twelve (12) month interval throughout the contract, there shall be an automatic price adjustment up [or down] based on the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. Pricing may also be negotiated for amounts above the CPI should the parties deem it appropriate due to a change in conditions under the agreement. Franchise fees can be included in the rate.

- (b) In addition to the above, the Contractor may petition the City at any time for

additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites; and for other reasons.

- 13.03 Contractor to Act as Collector - The Contractor shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Agreement and that are not provided pursuant to a special arrangement between the Producer and Contractor. Except that Residential Units that qualify to be exempt from paying for garbage service will be billed directly to the City by the Contractor. Such exempt customers shall be determined by the City each year and the City may contract with one or more Contractors to provide Garbage collection. Customer and account lists maintained by the Contractor pursuant to this Agreement shall belong to the City.
- 13.04 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service to any Residential Unit as set forth in a written notice sent to it by the City. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location.
- 13.05 Contractor Billing to Residents - The Contractor shall bill Residents for service rendered at least quarterly. Such billing and payment shall be based on the rates and schedule set forth in the contract documents. If any amount due from a Resident is not paid within 60 days after the date of Contractor's invoice, Contractor may, with notice, suspend collecting and disposing of waste materials until the Resident has paid such unpaid amounts (including all service interruption fees, late fees and other fees then owed) to Contractor. If Contractor suspends service, the Resident shall pay Contractor a service interruption fee of thirty-five dollars (\$35). In addition, Resident shall pay a late fee of the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof (or the maximum percentage allowed by law, if less) of the unpaid balance for charges not paid when due. Contractor may bill up to twenty-five \$25 to deliver a container to new residents or residents whose service was suspended and subsequently their container was removed.

14.00 Transferability of Contract

Other than by operation of law, no assignment of the contract or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor. Notwithstanding the foregoing, Contractor may assign this Agreement without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates.

15.00 Non-Exclusive Contract

The Contractor shall have the non-exclusive franchise, license, and privileges to provide waste collection, removal, and disposal services from Residential Units within the corporate limits of the City.

16.00 Ownership

Title to Residential Refuse shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Residential Unit, whichever last occurs. Title to and liability for any Hazardous Waste shall remain with the Producer and shall at no time pass to Contractor.

17.00 Responsibility for Equipment

Any equipment Contractor furnishes shall remain Contractor's property. Producer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Producer shall indemnify, defend and hold Contractor harmless for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of Producer's, agent's, other supplier's or guest's use, operation or possession of the equipment. Producer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by Producer's overloading or failure to provide such access.

18.00 Damage to Pavement

Contractor shall not be responsible for any damages to City's or Producer's property or equipment located adjacent to the collection receptacles, nor to City's pavement, curbing or other driving surfaces resulting from the weight of Contractor's vehicles in providing service at any location.

19.00 Attorneys' Fees; Disputes

This Agreement shall be interpreted and governed by the laws of the state where the work is performed. Any dispute not resolved by negotiation between the parties shall be submitted to the courts in such jurisdiction. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

20.00 Severability

If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

21.00 Waiver

The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or

any other provision.

22.00 Termination

This Agreement may be terminated at any time by mutual agreement of the parties, given proper notice is given for a timely transition to a subsequent contractor.

23.00 Headings

All headings and captions used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

CONTRACT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the City of Tarrant, a Municipal Corporation of Jefferson County, Alabama (hereinafter called the “City”), and _____ (hereinafter called “Contractor”).

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____, 20____, submit a proposal to provide Residential Solid Waste Collection and Disposal within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the non-exclusive franchise, license, and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid Waste Collection and Disposal services as specified and to perform all work called for and described in the contract documents.
2. The contract documents shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:
 - (a) The Contractor’s Proposal.
 - (b) The General Specifications.
 - (c) The ordinance of the City providing for residential solid waste collection and disposal within the City by a designated non-exclusive franchisee as it may be amended over time and the resolution of the City ordering or authorizing the work and services contemplated herein.
 - (d) The Performance Bond.
 - (e) This instrument, which is the Non-Exclusive Agreement to Provide Residential Solid Waste Collection and Disposal and Contract.
 - (f) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
3. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor. No amendment to this Agreement shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.
4. This Agreement is entered into subject to the following conditions:
 - (a) The Contractor shall procure and keep in full force and effect throughout

the term of this Agreement all of the insurance policies specified in, and required by, the contract documents.

(b) Except for Producer's obligation to pay amounts due to Contractor, neither the Contractor nor the City shall be liable for the failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, labor stoppages, riots, terrorist acts, compliance with applicable federal, state or local laws or regulations ("Applicable Laws") or governmental orders, fires, bad weather and acts of God, or other similar or different contingency beyond the reasonable control of the Contractor or City.

(c) In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the Applicable Laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of the contract documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agent, hereto affix our signatures and seals at _____, _____, on this _____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF Tarrant
a Municipal Corporation of
Jefferson County, Alabama

By_____

ATTEST:

CONTRACTOR

Company Name Printed

By_____
"Contractor" Signature

Printed Name

ATTEST:

**CONTRACTOR’S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION**

- I. Minimum Rates for once weekly, curbside collection of Residential Refuse, utilizing Contractor provided 95 - gallon carts.
 - (a) Unit price per month for year 1 of contract \$14.37 (including any franchise fee) (or \$43.11 per quarter)