

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20 ____, by and between Blount County a Municipal Corporation of the state of Tennessee. (hereinafter called " Blount County ") and Waste Connections of Tennessee, Inc. (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the Contractor did on the 20th day of June, 2017, submit a Proposal to provide service to the "Recycling Collection Center" within Blount County 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 sole and exclusive franchise, license and privilege within the territorial jurisdiction of Blount County and shall furnish all personnel, labor, equipment, trucks, (except County owned or supplied equipment) and all other items necessary to provide service to the "Recycling Collection Center" and as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals.
 - b. The Instructions to Proponents.
 - c. The Contractor's Proposal.
 - d. The General Specifications.
 - e. The resolution of Blount County ordering or authorizing the work and services contemplated herein.

- f. This instrument
 - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract 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 Contract 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 Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Neither the Contractor nor Blount County shall be liable for the failure to perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - 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 Document.

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

Blount County
Tennessee

SEAL of Blount County

By: _____

Mayor of Blount County

ATTEST:

By _____
Douglas McGill

It's Municipal Marketing Manager


Waste Connections of TN. Inc.

Waste Connections of TN. Inc.

By _____
"Contractor"

It's _____

Approved As To Form



Craig L. Garrett
Blount County Attorney
7-5-17