

CITY OF SOUTHAVEN

Top of Mississippi

8710 Northwest Drive
Southaven, MS 38671



Phone: 662.393.6939
Fax: 662.393.7294

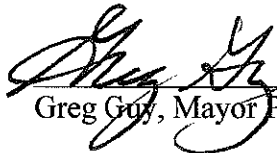
NOTICE OF SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

In accordance with Mississippi Code Annotated §21-3-21, notice is hereby given that a Special Meeting of the Mayor and Board of Aldermen of the City of Southaven shall be held on Thursday, the 19th day of January, 2012, at 11:30 AM in the Boardroom of Southaven City Hall, located at 8710 Northwest Drive, Southaven, Mississippi.

The subject matters of business (Agenda) to be acted upon at this Special Meeting are as follows, to-wit:

1. Contract for Residential Solid Waste Collection Services
2. Selection for Congressional Briefing Trip (formerly Blue Ribbon)

This Special Meeting Of the Mayor and Board Of Aldermen is hereby called by the Mayor Pro Tempore, Greg Guy, on this, the 18th day of January, 2012:



Greg Guy, Mayor Pro Tempore

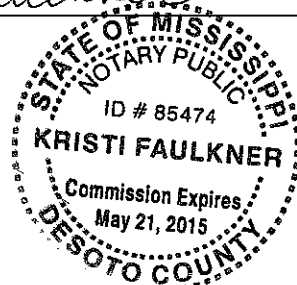
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18th day of January, 2012



NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 21, 2015



CITY OF SOUTHAVEN, MISSISSIPPI

CONTRACT FOR

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

This CONTRACT is made by and between the City of Southaven, Mississippi, a Municipal Corporation of Desoto County, Mississippi (hereafter the “City”) and Arrow Disposal Service Incorporated, 106 West Court Square, Abbeville, Alabama 36310 (hereafter the “Contractor”), both acting by and through their duly authorized agents and representatives. (The City and the Contractor may be hereinafter referred to together as the “Parties”.)

RECITALS

WHEREAS, the City desires to provide residential customers within its incorporated areas with solid waste collection, and transport services by engaging an independent contractor to perform such services exclusively; and

WHEREAS, Contractor has provided the City with a response to its Request for Proposals (hereinafter “RFP”) dated October 10, 2011 for solid waste collection services on a contract basis; and

WHEREAS, the City desires to engage Contractor, with respect to that level of service more specifically described in the Contractor’s response to the RFP dated November 15, 2011 and subsequent representations, both written and oral.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the Parties mutually agree as follows:

1.0 DEFINITIONS

- (1.01) BAGS- Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. (not in contract)
- (1.02) BULKY WASTE- All white goods, furniture and other bulky items including without limitation, kitchen appliances, sofas and mattresses. (not in contract)
- (1.03) BUNDLE- Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handle package not exceeding three feet in length or 35 lbs. in weight. (not in contract)
- (1.04) CITY- City of Southaven, Mississippi
- (1.05) CONSTRUCTION DEBRIS- Waste building materials resulting from construction, remodeling, repair or demolition operations. (not in contract)
- (1.06) CONTAINER- a receptacle with a capacity of not less than 90 gallons (roll-a-way-cart) to be supplied by the CITY to each residential unit.

- (1.07) **CONTRACT DOCUMENTS**- The Bid Document / Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract, the Bid and Performance Bonds and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- (1.08) **CONTRACTOR**- The person, corporation or partnership performing solid waste collection under contract with the City.
- (1.09) **DEAD ANIMALS**- Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use or consumption. (not in contract)
- (1.10) **DISPOSAL SITE**- A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and 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. The landfill to be used for this contract is the South Shelby Landfill.
- (1.11) **GARBAGE**- shall have the same meaning as "Refuse".
- (1.12) **HAZARDOUS WASTE**- Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purpose of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans. (not in contract)
- (1.13) **PRODUCER**- An occupant of a Residential Unit who generates Refuse and Residential Refuse.
- (1.14) **REFUSE**- Any discarded material resulting from the inhabitation of a residential unit except (in all cases) any bulky waste, rubbish, dead animals, stable waste, hazardous waste, construction and demolition debris.
- (1.15) **RESIDENTIAL REFUSE**- All Garbage generated by a Producer at a residential Unit.
- (1.16) **RESIDENTIAL UNIT**- A dwelling within the corporate limits of the City occupied by a person or group of persons in compliance with current zoning ordinances. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less continuous or separate single family dwelling units, shall be treated as Residential Units except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- (1.17) **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, poster board, 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. (not in contract)

(1.18) STABLE MATTER- All manure and other waste matter normally accumulated in or about a stable, or any animal livestock. (not in contract)

2.0 SCOPE OF WORK

Contractor hereby agrees to collect containerized solid waste generated by residential customers within the incorporated areas of the City. Contractor shall provide once per week collection of residential solid waste to all designated residential units within the incorporated boundaries of the City.

The Contractor shall, at its own cost and expense, furnish trained personnel and appropriate well-maintained equipment of the highest quality to collect solid waste from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the City.

The contractor acknowledges and agrees that the contractor shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the City may from time to time issue written directions to the Contractor clarifying the scope of the Contractor's services to fulfill the intent of this Contract. If such clarification causes an increase in costs to the Contractor, the parties shall negotiate an equitable adjustment to the Collection Rate.

The work under this contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different act of God over which the contractor has no control. In the event of such a flood, hurricane or act of God, the contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and contractor reach such agreement, then the City shall grant the contractor variances in routes and schedules as deemed necessary by the contractor.

3.0 TYPE OF COLLECTION

(3.01) SERVICES PROVIDED - CONTAINER CONTENTS ONLY

(a) SOLID WASTE- Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential unit, one (1) time per week. Containers shall be placed at curbside by 7:00 a.m. on the designated collection day as determined by the City and presented to the Contractor.

(3.02) LOCATION OF CONTAINERS FOR COLLECTION- Each container shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City 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, container shall be placed as close as practical to an access point for the collection vehicle.

4.00 OPERATION

- (4.01) HOURS OF OPERATION- Collection of Refuse shall not start before 7:00 a.m. Exceptions to collection hours shall be effected only upon the 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 (as agreed to by the City).
- (4.02) ROUTES OF COLLECTION- Collection routes shall be established by the Contractor in conjunction with the City's already established routes and shall require approval by the City. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld but is required. The Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the City for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld but is required. Upon the City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units.
- (4.03) HOLIDAYS- The Contractor will recognize the following holidays and will not provide solid waste collection on those days; New Years Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day. In addition to these holidays; the contractor will observe all holidays recognized by the BFI's South Shelby Landfill. However, each residential unit shall receive garbage collection once per week.
- (4.04) COMPLAINTS- All complaints shall be made directly to the City 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 Refuse not collected within 24 hours after the complaint is received.
- (4.05) COLLECTION EQUIPMENT- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, 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 maintain an office within Desoto County or such other facilities through which it can be contacted. It shall be equipped with sufficient local telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

- (4.07) HAULING- All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented.
- (4.08) DISPOSAL- All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site as approved by the City. The disposal site to be used for this contract is the South Shelby Landfill. The charge for disposal shall be paid by Desoto County in accordance with the City's existing disposal contract.
- (4.09) NOTIFICATION- The City 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 Contractor and the Public Works Director for the City of Southaven.
- (4.11) CONTAINER DAMAGE - The cost of the repair or replacement for damaged container(s) – damaged due to the actions of the CONTRACTOR; shall be borne by the CONTRACTOR and the CONTRACTOR shall make the repairs.

The CITY shall replace damaged containers as they are made aware of them and shall receive the repaired or replaced containers from the CONTRACTOR for further use.

Containers damaged by the customer or by no fault of the CONTRACTOR shall continue to be repaired or replaced by the CITY.

- (4.12) CONTAINER DELIVERY – The City will be responsible for delivering containers to customers and removing containers from closed / delinquent accounts.
- (4.13) CONTAINERS LOST OR STOLEN – The City will be responsible for providing customers with replacement carts for lost or stolen containers.

5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract 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.

6.0 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and the Contractor shall be ready to perform the work of such Contract on May 1, 2012.

7.0 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.0 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 proceeding, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; 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 awarding of this Contract for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

10.0 TERM

The contract shall be for a five (5) year period beginning on **May 1, 2012** and ending five (5) years thereafter on **April 30, 2017**. The contract shall be automatically extended for an additional one (1) year term unless either party gives written notice to the other party by express mail, courier service, certified or registered mail, return receipt requested so that such automatic extension shall not take effect at least sixty (60) days prior to the expiration of the initial five (5) year term.

(10.01) TERMINATION

- (a) Non Performance - Except as otherwise provided herein, if the Contractor breaches these Contract Documents in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the City has given the Contractor written notice, by United States Certified Mail, Return Receipt Requested, postage prepaid, of such breach or default, unless a longer period of time is required to cure such breach or default and the Contractor shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the City may: *a*) terminate this Contract as of the date which the City may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; *b*) cure the breach or default at the expense of the Contractor and its bonding agency or bank as described in Section 17; or *c*) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damages or loss suffered as a result of such termination. In the event the City waves default by the Contractor, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (b) Termination for Non Payment – Contractor shall have the right to terminate the contract if payment is outstanding for 60 days or more. Contractor shall provide the

City a 30-day notice once payment is past due for 30 days. Failure by the City to pay amount outstanding and accumulated interest in 30 days may result in termination.

(10.02) COURT PROCEEDINGS

- a) General: Any actions taken by either party that may require either party to take legal action against the other and subsequently bring the other party to Court (for anything related to this Contract) shall be addressed only in the appropriate Court for the particular matter as located in DeSoto County, Mississippi.
- b) Choice of Law; Venue: The parties agree that this Contract shall be governed by the law of the State of Mississippi; the parties further agree that venue for all actions arising out of this Contract shall be in Desoto County, Mississippi.
- c) Independent Contractor: The relationship of the Contractor to the City shall be of an independent Contractor, and no principal-agent or employer-employee relationship between the parties is created by this Contract. By entering into this Contract with the City, the Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent, or employee of the City and that no officer, agent, or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any privileges of a City employee or officer under any provision of the statutes of the State of Mississippi and orders of the City.

11.0 INSURANCE

The City shall be named additional insured and the Contractor shall maintain limits no less than:

Workmens Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each Occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

12.0 BOND

(12.01) PERFORMANCE BOND

- (a) The Contractor will be required to furnish a corporate surety bond as security of the performance of this Contract. Said surety bond must be in the amount of the awarded bid as calculated for the total annual scope of the first year of the awarded contract. This bond shall be renewed for each year of the contract based on amounts adjusted as appropriate for changes in unit numbers each 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 not affiliated with the Contractor and authorized to do business in the State of Mississippi.

(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) SOLE REMEDY- The City's remedy for breach of contract as determined by the City or for failure to perform as indicated herein (in addition to terminating the contract) shall include the option to make demand under the terms of the Performance Bond. This provision will have no effect on the City's right to indemnification, as set out in Section 8.0.

13.0 METHOD OF PAYMENT AND COMPENSATION BASIS

(13.01) RATES

- (a) **Billing and Collection:** Residential billing shall be based on a beginning base count of 16,974 residential units as of May 1, 2012, which shall be adjusted monthly by the City based on the number of increases or decreases in active residential accounts as billed by the City. This information shall be communicated to the Contractor in writing within the first five (5) working days of the month. The parties agree that each shall promptly notify each other no later than ten (10) working days after any perceived discrepancy in customer count.
- (b) **Contractor Rates:** The Contractor will provide weekly collection of containerized solid waste and will bill the City \$5.23 per month for each 96 gallon container. Additional carts will be charged the same rate above times the number of containers issued and serviced.
- (c) **Special Collection:** Any special collections provided by the Contractor pursuant to Section 2.01, the charges are to be negotiated between the Contractor and City prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

(13.02) MODIFICATION TO RATES

- (a) The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline", both as published by the U.S. Department of Labor, Bureau of Labor Statistics. All to be for Southeastern Region. As of the last month of the first year of the Contract and every twelve months thereafter (the "Rate Modification Date") the fees shall be increased or decreased for the ensuing twelve month period in a percentage amount equal to 100 percent of the net percentage change of the All Items Index Plus 10 percent of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index values for the first full month prior to the commencement of the Contract.
- (b) As soon as possible after a Rate Modification Date, Contractor shall send to the City a comparative statement setting out for both the All Items Index and the Gasoline Index: (i) the index value on the first full month prior to commencement of the Contract; (ii) the index value on the Rate Modification Date preceding the date of the statement; (iii) the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and (v) the increase or decrease in the fees to be charged by the Contractor. On the next billing date after the receipt of the comparative statement, the City shall pay to the Contractor or the Contractor shall credit to the City, as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the City.
- (c) 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; an increase in the number of Residential Units as set forth in paragraph 13 of the Information to Bidders, such as City growth or annexation; and for other reasons.

(13.03) CITY TO ACT AS COLLECTOR

The City shall submit statements to and Collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01 (a), including those accounts that are delinquent.

(13.04) DELINQUENT AND CLOSED ACCOUNTS

The Contractor shall discontinue Residential refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Residential refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the

Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expense of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

(13.05) CONTRACTOR BILLINGS TO CITY

The Contractor shall bill the City for services rendered within five (5) days following the end of the month. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the Customer for such services. Approved payments to be made within a week of the regularly scheduled meeting of the Mayor and Board of Aldermen at which such payments are approved.

14.0 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract 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.

15.0 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide outsourced Residential refuse collection, removal and disposal services from Residential Units within the corporate limits of the City. The City shall (as it requires) maintain its right to use its equipment to address collection needs brought on by actions of the City (i.e., events, etc.) or as determined is needed by the City for its purposes for the duration of this Contract.

16.0 OWNERSHIP

Title to Solid Waste Material that Contractor has agreed to accept 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.

17.0 FORCE MAJEURE

From and after the date of this agreement, the contractor'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 the contractor. Such causes may include by way of example and not limitations, acts of God, acts of war, riot, fire, explosions, judicial administration or government laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any government body to issue/grant the suspension, revocation or modification of any license, permit or other authorization necessary for the services envisioned by this agreement; national defense requirements, labor strike, lockout or injunction.

Furthermore, the work under this contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the contractor has no control. In the event of such a flood, hurricane or other acts of God, the contractor and the City will negotiate the payment to be made to the contractor, if the contractor and the City agree that such increased volume is to be handled by the contractor. Further, if the City and the contractor reach such agreement, then the City shall grant the contractor variances in rules and schedules as deemed necessary by the contractor.

18.0 MISCELLANEOUS PROVISIONS

(18.01) RIGHT OF INSPECTION

The City hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continual or random inspection basis.

RESIDENTIAL SOLID WASTE COLLECTION

THIS CONTRACT, made and entered into this _____ day of January, 2012, by and between the City of Southaven, (hereinafter called the "City"), and Arrow Disposal Service Incorporated (herein called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the 15th day of November, 2011 submit a Proposal to provide Residential Solid Waste Collection Services in the City of Southaven Mississippi 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 a contract for residential collection services within the City limits and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste Collection Services as specified and to perform all of the work called for and described in the Contract Documents. The Contractor does hereby agree to deliver all collected solid waste to the South Shelby Landfill as the City's designated Disposal Site. Desoto County shall be responsible for paying any and all fees associated with the disposal of residential solid waste.
2. The Contract 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 Bid Document / Request for Proposals
 - b. The Contractor's Proposal
 - c. The General Specifications
 - d. All Appendices included herein
 - e. The Performance Bond
 - 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 and Performance Bonds specified in, and required by, the Contract Documents.

- b. Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, act of God or other similar different contingency beyond 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 Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Southaven Mississippi, as of this _____ day of January 2012 A.D.

CITY: SOUTHAVEN, MISSISSIPPI

By: _____
Mayor

And _____
City Clerk

CONTRACTOR: ARROW DISPOSAL SERVICE INCORPORATED

By: _____
Richard Urrutia, President / CEO

Attest: _____