

## AUGUSTA, GEORGIA FRONTLOAD SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is effective as of the 21 day of January, 2014 (the "Effective Date"), with the first day of service being May 1, 2014 (the "Starting Date") by and between Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as the "Augusta"), and **Inland Waste Solutions, LLC** an Delaware corporation doing business as **Inland Waste Solutions, LLC** (hereinafter referred to as "Contractor").

WHEREAS, Augusta, Georgia owns and operates a Subtitle D and inert landfill known as Deans Bridge Road Landfill; and

WHEREAS, the Deans Bridge Road Landfill is the destination for the Waste to be collected under this Agreement; and

WHEREAS, Augusta desires the Contractor to provide frontload services; and

WHEREAS, Augusta desires the Contractor to provide vehicles that operate solely on compressed natural gas (hereinafter referred to as "CNG"); and

WHEREAS, Augusta desires to provide the Contractor with CNG; and

WHEREAS, the Contractor agrees to purchase CNG from Augusta, if CNG assets are utilized; and

WHEREAS, all parties hereto desire to set forth the rights and obligations of the parties in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual premises and the compensation as defined below and other good and valuable consideration, the parties hereto hereby agree as follows:

### SECTION 1 - DEFINITIONS

For the purpose of this frontload services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition in the contract shall prevail. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

**Augusta** means Augusta, Georgia, or its authorized agent(s).

**Contract** means this Agreement as executed for the provision of frontload services in Augusta, including all of the provisions, responsibilities, procedures, remedies, and attachments without exception.

**Contract Administrator** means Augusta's Environmental Services Director, or designee, assigned to administer this Contract on behalf of Augusta.

**Contract Term** means the duration of the Contract, measured from the Starting Date as set forth in this Agreement.

**Customer** means the recipient of frontload services within Augusta, provided through this Contract.

**Damages** means agreed to, actual, compensatory, consequential, continuing, direct, irreparable, punitive, presumptive, proximate and/or rescissory damages incurred by Augusta, the payment of which shall not be an exclusive remedy.

**Designated Disposal Facility** means a facility to which Waste collected under the Contract must be delivered.

**Designated Recycling Facility** means a materials recovery facility or transfer station selected by Augusta for delivery of Recycling collected under this Contract.

**Hazardous Waste** means 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; as well as all waste defined as "Hazardous Waste" in this Agreement.

**Hot Load** means any vehicle carrying solid waste observed to be smoldering, smoking, on fire, giving off odors, or leaking a caustic or corrosive substance.

**Littering** means allowing spilled or wind-blown materials to come from the vicinity of the Contractor's truck hopper or to fall to the ground as the Containers are emptied.

**Recycling** means solid waste including but not limited to newsprint and inserts; junk mail, cardboard, books and phone books, food packaging (not contaminated by food), magazines, paper bags and boxes; plastic bottles and containers to include items labeled #1 and #2, plastic milk containers, detergent bottles and plastic soft drink and liquor bottles; aluminum, steel, or tin cans; and other items determined to be recyclable by Augusta. Augusta may amend this list from time to time.

**Vehicle Leaks and Spills** means leaks consisting of a constant drip of fluids or fluid spills that leave visible puddles or "staining" upon the pavement. These fluids can be any of the motor fluids, hydraulic fluids, or waste liquids from the compactor unit.

**Waste** means items discarded by the Customer, and placed for collection by the Contractor, which are not intended to be recycled and are not considered Hazardous Waste

## SECTION 2 - CONTRACT TERM AND COMMENCEMENT

### 2.1 Performance Commencement

The term of this Agreement shall commence on May 1, 2014, and terminate on December 31, 2019 (the "Initial Term") unless this Agreement is terminated earlier by Augusta as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

### 2.2 Transition prior to Commencement Date of this Contract

Contractor understands and agrees that the time between the formal Contract signing and May 1, 2014, is intended to provide the Contractor with sufficient time to, among other things, order equipment, prepare necessary routing, and prepare to start services. Contractor shall be

responsible for the provision of all services beginning May 1, 2014. Accordingly, Contractor shall provide services as set forth in this Contract no later than May 1, 2014.

## **2.3 Transition upon Expiration of this Contract**

### **2.3.1 Continuation of Contractor's Service**

If Augusta does not exercise its right to renew this Contract or if there are no renewal options remaining, Augusta will attempt to award a new agreement at least six (6) months prior to the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide services to Augusta on a month-to-month basis after the expiration of this Contract, at the then established rates, if Augusta requests this service with at least thirty (30) days notice to the Contractor.

### **2.3.2 Schedule for Termination of Contractor's Service**

Prior to the termination of this Contract, Contractor shall work with Augusta to ensure that there is no interruption or reduction of service when the Contractor ends its services to Augusta. If a new contract is awarded to a company other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected company, as well as Augusta, to minimize any disruptions in the service provided to the public.

## **SECTION 3 - GENERAL SERVICE REQUIREMENTS**

### **3.1 Scope of Service**

Commencing on the Starting Date, the Contractor shall provide frontload waste and recycling services to locations identified by Augusta, in accordance with the requirements of this Agreement at a container size and frequency requested by Augusta. Contractor's services shall include furnishing all labor, equipment, tools, fuel, material, insurance, supervision, and all other items incidental to performing frontload waste and recycling services.

### **3.2 Waste and Recycling Services**

The Contractor shall provide both waste and/or recycling services as requested by Augusta. The Contractor shall provide a Container and services at locations identified by Augusta. The Contractor shall service the Container at a frequency as specified by Augusta.

### **3.3 Waste and Recycling services Independent**

Services are independent from each other, meaning some locations may have waste only, others recycling only, while others may have both services.

### **3.4 Service Around Containers**

The Contractor shall collect any spilled, residual or other waste in close proximity to the Container. The Contractor shall leave the area neat and clean or waste and recyclables.

### **3.5 Extra Waste**

Any extra waste found, which would be considered an extra charge, shall be photographed and e-mailed to Augusta along with the physical address of the issue.

### **3.6 Corrals/Enclosures**

The contractor is expected to open gates and doors to service containers within a corral. Once service has been completed, the Contractor shall place container back within the corral/enclosure and close all gates and doors.

**3.7 Locks**

If the dumpster is locked, the Contractor shall service the Container and re-lock the Container upon the completion of services.

**3.8 Route Audit**

Between the Effective Date and the Starting Date, the Contractor shall provide a waste audit of all locations proposed to have services under this Agreement. The audit at a minimum shall identify;

- a. If the current service list is accurate and inclusive.
- b. Ways to reduce the number of service days, in an effort to reduce cost.
- c. Ways to reduce the number of container yards, in an effort to reduce cost.
- d. Locations where recycling containers could be placed in an effort to reduce waste and cost.
- e. Safety concerns related to frontload services.

Prior to ordering or placing containers, the Contractor shall meet with Augusta to discuss its findings and alter services provided by the Contractor.

**3.8.1 Continuous review**

The Contractor, while servicing, shall continuously review the volume of waste and recycling in the containers. The Contractor shall routinely propose service levels which may improve the service level, or reduce the cost to Augusta based on the number of collections, the size of the container as well as increased recycling efforts.

**3.8.2 Augusta Route Audits**

Augusta shall have the right to be a passenger in the collection vehicles for the purposes of auditing routes and services.

**3.9 Materials to be Collected**

The Contractor shall provide collection of Waste and Recycling placed for collection in accordance with the Collection Schedule, and as further described in this document.

**3.9.1 Mixing**

The Contractor shall not mix Recycling with any other material which is not recyclable by Augusta's recycling program.

**3.9.2 Damages**

If the Contractor collects Waste in the same load as Recycling, or collects Recycling in the same load as Waste or otherwise contaminates the Recycling, the Contractor shall be assessed Damages in the amount of one thousand dollars (\$1,000) per incident and Augusta may declare it an event of default.

**3.10 Collection Service Frequency**

The Contractor shall collect Waste and Recycling at a frequency requested by Augusta. Augusta may amend the frequency of any location at its sole discretion.

**3.11 Collection Days**

Collection days will be coordinated with Augusta to minimize the impact to the Customers.

**3.12 Hours of Collection**

Generally, hours of service will be established by the Contractor. However, in residential areas, services shall not commence prior to 7:00 a.m. and shall be completed prior to 7:00 p.m. There

will be facilities which may not be accessible at all hours, and the Contractor shall make arrangements to provide services which accommodate Augusta.

### **3.13 Holiday Collection**

The Contractor shall provide Collection Services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Collection services shall be delayed one (1) day for each observed holiday. For example, if Friday is a holiday then collections normally scheduled on Friday will be collected on Saturday.

### **3.14 Review of Damages Assessed**

If Augusta assesses damages that the Contractor believes are not justified by the facts, the Contractor will provide its evidence and schedule a meeting with the Contract Administrator to review. If the matter is not resolved at the review meeting the Contractor may ask the Contract Administrator (or his designee) in writing to review the record and make a determination as to the amount of damages assessed. The Contract Administrator's review shall be made and a written answer provided to the Contractor no later than ten (10) Augusta working days following the receipt of the request for review by the Contract Administrator. Upon receipt of any decision finding liability following the review, the amount of the damages for which liability is found may be withheld by Augusta from the next payment due to Contractor without such withholding being considered a breach of this Agreement.

### **3.15 Collection Impediments**

A number of collection impediments may require special effort by the Contractor to provide collection service. Collection impediments of any type, in any portion of the Service Area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall make these additional efforts at no additional cost to Augusta.

#### **3.15.1 Adverse Weather**

If the impassability of the street or alley due to extreme weather conditions is anticipated to last for only one or two scheduled collection days, Augusta may elect to delay collection services until conditions improve. When this occurs, the Contractor shall resume collection services on the next scheduled collection day.

#### **3.15.2 Infrastructure Construction**

Periodically major renovation is necessary to maintain the infrastructure of Augusta. This renovation includes such activities as replacing gas, water, and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television. If the Contract Administrator is notified in advance of these activities, the Department will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. Alternate collection service must be provided during this period of disruption. Each circumstance must be evaluated individually to determine the appropriate alternative. The Contractor shall notify Augusta of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. Augusta will either approve the alternative method or require the Contractor to use a different collection method.

#### **3.15.3 Materials Blocking the Street or Alley**

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall

immediately notify Augusta. Augusta will attempt to locate the individual responsible for the material and have them remove it. However, if the responsible party cannot be located immediately and Augusta determines that the amount of material is too large for the Contractor to move or to collect, Augusta will remove the material blocking the street or alley and the Contractor shall provide collection service as scheduled at no extra charge to Augusta. If Augusta determines that the Contractor should collect the material, the Contractor shall remove the material and provide collection service as scheduled at no extra charge to Augusta.

#### **3.15.4 Illegally Parked Vehicles**

If an illegally parked vehicle blocks a street or alley, the Contractor must inform Augusta of the situation and request removal of the vehicle. Removal of the vehicle usually occurs in a matter of hours, thus collection must be provided on the scheduled day. If the vehicle is not removed by the end of the collection day and there is no other access to the Containers, the Contractor shall, upon notification to and approval by Augusta, provide collection at start of shift on the following day. The Contractor is responsible for follow-up with Augusta until the vehicle is removed and shall inform Augusta when the vehicle is removed.

### **SECTION 4 - CONTAINERS**

#### **4.1 Provision & Maintenance of Front-Load Containers and Recycling Containers**

A Container shall be a metal receptacle used to accumulate and store Waste and Recycling for Customers under this agreement, until the Contractor can collect the materials and remove them from the Customer.

##### **4.1.1 Front-Load Container minimum specifications**

All containers shall meet the following specifications for use under this Agreement.

- a. Container bodies shall be constructed of metal.
- b. Container must be water tight.
- c. Container lids shall be constructed of plastic.
- d. Container lids shall facilitate water run-off.
- e. Containers for Waste shall all be painted a uniform color with uniform graphics.
- f. Containers for Recycling shall be uniquely marked to identify they are for recycling only as well as being a uniform color with a uniform graphic.
- g. With the exception of 2 yard containers, all others shall be slope front type, to allow for easy filling.
- h. Dock type containers (if requested by Augusta) shall have an operational side door.
- i. Contractor shall make locking mechanisms available to Augusta upon request, to prevent unauthorized use.
- j. Sizes of the containers shall be 2, 4, 6, and 8 yard.
- k. Contractor shall make casters available to Augusta upon request, for 2 yard containers. Casters shall be serviced and maintained to roll smoothly.

##### **4.1.2 Carts**

Augusta may choose to utilize 96-gallon carts for collection of Waste and Recycling at some locations. Such locations will be provided in writing to the Contractor. The carts will be provided and maintained by Augusta.

##### **4.1.3 Container repairs**

When a container is required to have service, a replacement dumpster shall be exchanged for the one needing repairs. When it is identified that a Container needs repairs, the

Contractor shall have 48 hours to remove and replace the Container, unless it is a safety concern and then the container shall be removed and replaced immediately. Examples of times when repairs are needed are;

- a. Container or its contents has caught on fire.
- b. Container is no longer water tight.
- c. Container lids do not function as designed, or allow water into the container.
- d. Casters, if requested do not freely roll.
- e. Locking mechanism, if requested, does not operate properly
- f. Others as requested by Augusta

## **SECTION 5 – EQUIPMENT/FACILITIES**

### **5.1 Collection Vehicles**

The Contractor shall provide and maintain during the Contract a fleet of collection vehicles sufficient in number and capacity to perform the services described in this Agreement. All vehicles shall be appropriately licensed with the State of Georgia in Richmond County and comply with all applicable federal, state, and local laws and regulations. All collection vehicles shall have on-board computer technology from AMCS Group that is compatible with Elemos.

The Contractor shall provide and use only such equipment, material, and facilities as are capable of performing quality and timely services required by this Agreement. The fleet shall be sufficient to handle the special requirements of adverse weather and holiday overloads. The Contractor's collection vehicles shall be maintained by the Contractor, kept clean, neat, kept in good repair and working order. The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment may be required to continue performance of the services.

#### **5.1.1 Vehicle Specifications**

- a. All collection vehicles shall have enclosed bodies.
- b. The Contractor may use new or used equipment so long as the equipment is capable of performing the required services in accordance with this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of ten (10) years.
- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- f. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:

1. Progressive ambient noise back-up alarm.
  2. Back-up camera with monitor visible from any driving position.
  3. A 10 pound fire extinguisher.
  4. A 25 person first aid kit.
  5. Minimum of three safety marking devices (flares, or reflective triangles).
  6. Rear-mounted strobe light(s) activated while collecting materials.
  7. A spill kit with a minimum size of 10 gallons to handle operational spills.
- g. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
1. A 10 pound fire extinguisher.
  2. A 25 person first aid kit.
  3. Minimum of three safety marking devices (flares, or reflective triangles).
  4. A spill kit with a minimum size of 10 gallons to handle operational spills.
- h. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
- i. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, Augusta's codes, ordinances, and rules.
- j. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.
- k. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, IFTA stickers, etc. These permits shall be timely obtained.
- l. Prior to the Starting Date, and annually thereafter, the Contractor shall have a D.O.T. inspection performed on all vehicles operating under this Contract by a competent third party firm to perform such inspections. Copies of said inspection shall be supplied to Augusta within 30 days of the inspection taking place. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
- m. Augusta shall have the right to inspect all vehicles used in performing this Contract. Augusta shall have the right to do random spot inspections as it deems reasonably necessary. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
- n. All collection vehicles operated under this Agreement shall operate solely on Compressed Natural Gas (CNG).
1. Vehicles operating on CNG shall be able to be filled at a minimum flow rate of six (6) diesel gallon equivalents (DGE) per minute.
  2. All vehicles operating on CNG shall be equipped with a 1000 scfm fill port for fast filling and it is recommended that they also have a 5000 scfm fast fill port.

## 5.2 Collection Vehicle Cleaning

All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor, reduce vector problems and provide a positive image.

### **5.3 Emergency Unloading**

While Augusta recognizes that an occasional emergency such as a Hot Load may require unloading a collection vehicle in the field, the Contractor shall recollect this material within two (2) hours of the unloading. The Contractor shall notify Augusta immediately of such an event and shall take whatever measures are necessary to ensure that no fire danger exists. The area must be litter free after the re-collection. The Contractor shall notify Augusta when the material has been collected; at which time Augusta may conduct a follow-up inspection to ensure that the cleanup has been completed to the satisfaction of Augusta.

### **5.4 Damages**

If the Contractor fails to collect the load and notify Augusta of such collection within two (2) hours, the Contractor shall pay Augusta in Damages one hundred dollars (\$100) for each two- (2) hour period such load is not collected. If the material is not collected in a timely manner, Augusta may, in addition to assessing Damages for time delays, assess Damages of \$2,000 to collect the load, and will invoice the Contractor the cost to repair any damage to Augusta's streets, sidewalks or other infrastructure as soon as Augusta can assess the costs of such damages to infrastructure. All repairs to Augusta property shall be completed by a licensed professional and in a means and matter approved by Augusta.

Augusta shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury, as a result of a Hot Load.

### **5.5 Vehicle Leaks & Spills**

Minimizing hydraulic fluid, oil leaks and spills on public or private streets and parking lots is a high priority for Augusta, Georgia. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid, oil, other vehicle fluids or other leaks or spills present upon the public or private streets or parking lots in accordance to the following standards.

#### **5.5.1 Removal from Service/Spill Cleanup**

The Contractor's vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem, or poor seal(s). The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills, hydraulic fluid or other leaks or spills associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify Augusta and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request traffic control and any other required public safety personnel. Augusta and the Contractor will evaluate the spill or leak to determine proper handling. Augusta must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean up must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The

Contractor shall notify Augusta when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of Augusta. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the storm water system.

#### **5.5.2 Damages**

In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues collecting the route spreading puddles of hydraulic fluid, oil, other vehicle fluids or other leaks or spills throughout the road system, the Contractor shall be subject to Damages in the amount of \$3,000, plus the damages described below.

- a. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.
- b. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills the Contractor shall, in addition to the Damages described above, be subject to the following Damages:
  - (i) One thousand dollars (\$1,000.00) for each leak or spill during any one- (1) month period in which there were three (3) or more leaks or spills;

#### **5.6 Vehicle Identification and Presentation**

Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and a local telephone number that can be clearly read from a distance of 100 feet.

#### **5.7 Facilities**

The Contractor shall operate a facility within Augusta, Georgia, and will license/tag all vehicles utilized by the Contractor in the performance of this Contract in Augusta.

### **SECTION 6 - DISPOSAL SITES**

#### **6.1 Ownership of Solid Waste Materials**

The Contractor shall have ownership of solid waste from the time of collection until the materials are deposited at the Designated Disposal Facility or the Designated Recycling Facility.

#### **6.2 Designated Disposal and Recycling Facilities**

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Waste as directed by the Designated Disposal Facility, and delivery of Recycling as directed by the Designated Recycling Facility. A copy of the current policies and procedures for the Designated Disposal Facility and Designated Recycling Facility will be provided to the Contractor by Augusta, and are subject to modification from time to time.

##### **6.2.1 Designated Disposal Facility**

All Waste shall be delivered to the Deans Bridge Road Landfill, located at 4330 Deans Bridge Road, Blythe, Georgia 30805.

The disposal cost for all Waste delivered to the Designated Disposal Facility shall be paid by the Contractor.

**6.2.2 Designated Recycling Facility**

All Recycling shall be delivered to the transfer station located at 3946 Goshen Industrial Blvd, Augusta, Georgia, 30906 or other location as may be determined by Augusta from time to time.

Disposal of Recycling will be provided by Augusta at **no charge** to the Contractor for all materials delivered to the Designated Recycling Facility.

**6.2.3 Damages**

If the Contractor delivers Recycling to the landfill, Damages in the amount of five hundred dollars (\$500.00) per incident will be assessed.

**6.3 Additional Non-Contract Waste**

The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenues for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Environmental Services Director and Augusta's Administrator.

**SECTION 7 - CUSTOMER SERVICE****7.1 Requests for Service**

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor, the Customer Care Center will prepare a Request for Service form and send such forms electronically to both the Contractor and the Environmental Services Department representative responsible for monitoring the Contractor's services under this Contract. The Contractor shall provide a computer system that is in compliance with Section 7.2 below. In the event that the Contractor receives any telephone calls from Customers, other than in response to follow-up property damage calls as described in Section 8.3, the Contractor shall refer such calls to Augusta.

**7.1.1 Receipt of Requests for Service**

Once a Request for Service has been sent by Augusta, it shall be considered as received by the Contractor, therefore the Contractor shall ensure that its system for receipt of Requests for Service is operational at all times and monitored, at a minimum, at all times during the office hours set forth in Section 8.1 and any other time as necessary for the Contractor to comply with the requirements of this Agreement.

**7.1.2 Completion of Service Request**

The Contractor shall notify Augusta, through its response to the Request for Service, of the Contractor's actions taken in response to the Request for Service including the date and time the request was completed.

**7.2 Computer Hardware and Software Requirements**

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software. The Contractor must have the Microsoft suite of products which minimally includes Word, Excel, and Outlook. The Contractor shall use Eremos for Customer Service applications.

## SECTION 8 - PERSONNEL AND SAFETY

### 8.1 Contact with Contractor

#### 8.1.1 Contractor Facility

Throughout the Contract Term, the Contractor shall establish and maintain a local facility capable of receiving Requests for Service electronically and by telephone, and to dispatch appropriate trucks and personnel to respond to Request for Service or to respond to service complaints such as Littering, property damage, or Vehicle Leaks and Spills within the time limits established in this Agreement.

The contractor facility should be of sufficient size and type to house all vehicles used under this contract, maintenance and cleaning for all vehicles operated under this contract, an office of sufficient size for contractor staff, and storage space for equipment as needed.

#### 8.1.2 District Manager

All Contractor personnel shall be directed by a District Manager permanently stationed within Augusta. The Contractor shall furnish Augusta the name of the District Manager prior to the Starting Date and shall notify Augusta immediately if the District Manager is changed at any time. The Contractor's District Manager shall serve as the contact person for dealings and communications with the Contractor. A request to the Contractor's representative shall always constitute a request to the Contractor.

#### 8.1.3 Office Hours and Contact Personnel

A responsible person in charge shall be present at the Contractor's local office during the time period of 8:00 a.m. to 5:15 p.m. Monday through Friday, and on Saturday when collection is scheduled, with the authority to make decisions relevant to operations under this Agreement.

Route supervisors will be accessible by telephone between the hours from 6:30 a.m. to 8:00 p.m. on all days when collection operations are in progress. The names and phone numbers of emergency representatives shall be given to Augusta prior to the Starting Date, and shall be updated as soon as any changes are made. Contractor's emergency representative shall be responsible for responding to any Requests for Service from Augusta on non-collection days and evenings, as described in this Agreement. If Friday is a scheduled collection day, misses will be collected on Saturday.

#### 8.1.4 Augusta Contact Persons

Augusta will designate a contact person for operational issues and a contact person for Agreement administration issues. It is, however, recognized that daily operational communications will occur at all levels of staff. To the extent that these communications facilitate job performance, they are encouraged.

#### 8.1.5 Communication Devices

The Contractor shall provide, at the Contractor's cost, sufficient communicating devices to facilitate good two-way communication between Contractor personnel, Augusta Customer Care Center, and Augusta Environmental Services Department supervisory staff and support personnel.

## **8.2 Employees: Character of Workers**

All employees, subcontractors, superintendents, foremen, and workers employed by the Contractor shall be competent and careful workers, skilled in their respective trades. The Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

### **8.2.1 Drug-Free Work Place**

The Contractor shall prohibit the use of intoxicating and/or illegal substances by its employees, subcontractors, superintendents, foremen, and workers while on duty or in the course of performing their duties under this Agreement. Records of any such substance testing will be provided to Augusta upon written request.

### **8.2.2 Uniforms**

The Contractor's employees, subcontractors, superintendents, foremen, and workers shall be required to wear a clean uniform bearing the Contractor's name. The uniform shall meet an ANSI class II standard for reflectivity and visibility. Employees, who normally and regularly come into direct contact with the public, including drivers, shall bear some means of individual identification such as a nametag or identification card.

### **8.2.3 Driver Credentials**

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Georgia or South Carolina for the class appropriate to the weight of the vehicle being driven. Augusta reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

### **8.2.4 Contract Employees**

The Contractor's employees, officers, agents, and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of Augusta.

### **8.2.5 Removal of Contractor Employee**

Augusta shall have the sole right to require the removal and replacement of a Contractor's or subcontractor's employee working under this Contract. Augusta shall exercise such a right by providing written notice to the Contractor.

Contractor will replace any personnel who separate from the Contractors employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible.

## **8.3 Property Damage/Accidents**

### **8.3.1 Property Damage**

As between Augusta and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

- a. Immediately notify Augusta Customer Care Center and Environmental Services

Department by telephone, email, or documentation in Elemos.

- b. Leave a notice at the time of the damage at the Residential Unit, Designated Non-Residential Location, Unoccupied Location or the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.
- c. Provide a written explanation to Augusta of the circumstances, results of any investigation, and disposition of the claim.
- d. Notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to Augusta. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
- e. The Contractor shall refer all calls regarding reporting of property damage to Augusta and Augusta will forward such claims to the Contractor in the form of a Request for Service.
- f. Should repair be required, the Contractor shall provide appropriately licensed personnel to complete the repair.

#### **8.3.2 Claims Resolution**

The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, Augusta may investigate. If Augusta believes that the Contractor is responsible and the Contractor continues to deny responsibility, Augusta may pursue, and the Contractor shall be obligated to the dispute settlement procedures as described in Section 19.15.

#### **8.3.3 Damages**

If the Contractor does not provide resolution of property damage, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence.

#### **8.3.4 Accidents**

The Contractor shall immediately notify by telephone Augusta Customer Care Center and the Environmental Services Department of all vehicular accidents in which there is serious personal injury or a fatality. The Contractor shall notify Augusta Customer Care Center and the Environmental Services Department of all other accidents in a timely manner.

### **8.4 Care and Diligence/Littering**

The Contractor shall exercise all reasonable care and diligence in collecting Residential Waste and Recycling, Yard Waste and Bulky Waste. Collection service shall be accomplished in a manner, which contributes to a litter-free environment. Every effort must be made to prevent spilling, scattering, dropping, or littering of Residential Waste and Recycling, Yard Waste and Bulky Waste during the collection process and during transit to and from the Designated Disposal Facility, or Designated Recycling Facility. However, in the event that Residential Waste and Recycling, Yard Waste, or Bulky Waste are spilled, scattered, dropped, or littered, the Contractor's equipment operator shall immediately clean up the material, place it in the Container,

and collect the Container contents. If any litter escapes from Contractor's collection vehicles on any roadways, the Contractor's equipment operator must immediately collect such litter. In the event that Contractor does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

The Contractor acknowledges that streets and alleys frequently include multiple utility features. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, irrigation sprinkler heads and other private property features. Authorization to use the street or alley does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

#### **8.4.1 Damages**

As stated above, in the event that Contractor does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) for each such occurrence.

### **8.5 Operator Awareness Training**

The Contractor shall be responsible for maintaining levels of operator participation regarding correct collection of Waste and Recycling; holiday collection, safe driving and operations, as well as all other contract provisions.

The Contractor shall be responsible for ongoing training of existing and new employees.

### **8.6 Communication Plan**

Within 30-days of approval of this Contract and by January 1 and July 1 of each year the Contract remains in effect, the Contractor shall submit a written Communication Plan to Augusta for review and approval. The Communication Plan shall identify key operations and administrative personnel and include the contacts' name, title, primary area of responsibility, immediate supervisor including his/her office, home and cellular telephone number, pager number and email addresses for work day and after hour contact. The Communication Plan and/or contact names shall be updated as changes are made, but in no event less than semi-annually. The Communication Plan shall be included as an Appendix to this Contract once completed and approved by Augusta.

## **SECTION 9 - REPORTING REQUIREMENTS**

### **9.1 Daily Communication/Reports**

In addition to communications requirements described throughout this Contract, the Contractor shall be responsible for providing, at a minimum, the following information and reports to Augusta on a daily basis:

1. Listing of missed collections, or other problems remaining unresolved from the previous day and how they will effect today's operations.
2. Listing of all locations which were not collected which could include locations which were not out or available for service, services which were blocked, routes which did not get completed, or non-collected Solid Waste due to contract limits being exceeded.
3. Responses to Requests for Service.
4. Waste and Recycling Container repair needs identified by the Contractor.
5. Waste and Recycling Container repairs completed.
6. Listing of all property damage claims made, status of claim and pending resolution.

7. Listing of all route audit variations, exceptions, or suggestions.
8. Other information as requested by Augusta.

The information listed above shall be submitted in a format approved by Augusta.

Augusta and the Contractor shall meet on a monthly basis, or as often as deemed necessary by Augusta, to review and discuss any operational issues, Contractor's performance, and any other issues pertaining to services provided under this Agreement.

## **9.2 Record Keeping, Accounting, and Auditing**

The Contractor shall keep and maintain complete and detailed records including, but not limited to the following:

1. Records that provide the basis for the reports required under Section 10 including all matters affecting amounts payable by or to Augusta or the Contractor,
2. Policies for required insurance, policy amendments, and all other related insurance documents,
3. Accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles and
4. Copies of bond documents for both payment and performance bonds.

### **9.2.1 Auditing**

The Contractor's books, records, and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted governmental accounting and auditing standards.

Augusta, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit records relating to the services accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, and payments. The said records shall be available for Augusta's inspection and audit for a period of three (3) years following the termination of this Agreement, and any extension of this Agreement and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law. The Contractor shall make available at Contractor's Augusta offices any such records to Augusta upon request.

### **9.2.2 Financial Condition**

The Contractor shall immediately notify Augusta should it become apparent that the Contractor is unable to pay its debts as they become due and payable or if there is an adverse change in the Contractor's financial condition. The Contractor shall, upon Augusta's request, provide to Augusta the Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

## **9.3 Reliability of Reports**

The Contractor represents that all information the Contractor has provided or will provide to Augusta is true and correct and can be relied upon by Augusta. Any material false or misleading information or omission shall be just cause for Augusta to terminate this Agreement and/or pursue any other appropriate remedy.

## **9.4 Observation and Inspection**

Augusta, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so as to minimize interference with the Contractor's performance and operations. The inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on contract compliance, safety and hazard mitigation. Augusta, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

Augusta's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon Augusta.

### 9.5 Local Small Business Language

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d) (7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

Contractor has agreed to a Local Small Business goal of twenty percent (20%). In accordance with Augusta, GA. Code § 1-10-129(d)(7), Contractor will submit local small business utilization reports and any additionally required information as provided for in Appendix F

## SECTION 10 - COMPENSATION

### 10.1 Basis and Method of Payment

The Contractor shall offer the services described herein at the following rates beginning at the commencement of the Contract Term:

|             |                | Frequency |           |           |           |           |           |           |             |
|-------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
|             | Container Size | 1/week    | 2/week    | 3/week    | 4/week    | 5/week    | 6/week    | 7/week    | Unscheduled |
| Trash       | 2 yd           | \$ 40.00  | \$ 75.00  | \$ 110.00 | \$ 145.00 | \$ 180.00 | \$ 215.00 | \$ 350.00 | \$ 43.00    |
|             | 4 yd           | \$ 52.00  | \$ 97.00  | \$ 142.00 | \$ 186.00 | \$ 231.00 | \$ 276.00 | \$ 421.00 | \$ 50.00    |
|             | 6 yd           | \$ 70.00  | \$ 131.00 | \$ 191.00 | \$ 251.00 | \$ 312.00 | \$ 372.00 | \$ 533.00 | \$ 60.00    |
|             | 8 yd           | \$ 75.00  | \$ 139.00 | \$ 204.00 | \$ 268.00 | \$ 333.00 | \$ 397.00 | \$ 562.00 | \$ 63.00    |
| Recycling   | 2 yd           | \$ 33.00  | \$ 59.00  | \$ 86.00  | \$ 112.00 | \$ 139.00 | \$ 166.00 | \$ 292.00 | \$ 39.00    |
|             | 4 yd           | \$ 34.00  | \$ 61.00  | \$ 88.00  | \$ 114.00 | \$ 141.00 | \$ 168.00 | \$ 294.00 | \$ 41.00    |
|             | 6 yd           | \$ 36.00  | \$ 63.00  | \$ 89.00  | \$ 116.00 | \$ 143.00 | \$ 169.00 | \$ 296.00 | \$ 43.00    |
|             | 8 yd           | \$ 38.00  | \$ 64.00  | \$ 91.00  | \$ 118.00 | \$ 144.00 | \$ 171.00 | \$ 297.00 | \$ 44.00    |
| Accessories | Casters        | 15        |           |           |           |           |           |           |             |
|             | Locking Device | 10.25     |           |           |           |           |           |           |             |
|             |                |           |           |           |           |           |           |           |             |

Pricing in the white area shall be monthly

Pricing in the shaded section shall be per one-time collection

| Rollout Monthly Pricing Option |             |             |             |             |
|--------------------------------|-------------|-------------|-------------|-------------|
|                                | 1x per week | 2x per week | 3x per week | 4x per week |
| Single 96-gal cart             | \$ 15.04    | \$ 28.06    | \$ 41.08    | \$ 54.10    |
| Price per additional cart      | \$ 7.23     | \$ 12.44    | \$ 17.64    | \$ 22.85    |

The listed unit price shall be adjusted annually for inflation beginning January 2015 in accordance with Section 10.3.

## 10.2 Number of Collection Points

Augusta shall pay the Contractor monthly for all services rendered as defined by this Contract. Payment shall be based on the actual number of containers serviced each month. If a container is delivered into service, the fee shall be prorated from the first day of service provided by the contractor to that container. If a container is removed from service, the fee shall be prorated from the last service provided by the contractor in the month.

## 10.3 Inflation Factor - CPI Adjustment

The Contractor shall be entitled to seventy percent (70%) of the actual percentage change in the CPI (as hereinafter defined).

The "CPI". Means the Consumer Price Index for All Urban Consumers ("CPI-U"), Atlanta, Georgia – Atlanta, Georgia, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

### 10.3.1 General Conditions for Adjustments

- The CPI Index percentage change will be determined from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year, with an implementation of any adjustment being made on January 1<sup>st</sup>, and every January 1<sup>st</sup> thereafter with the first adjustment starting in January of 2015.
- The Contractor must notify Augusta in writing by April 30<sup>th</sup> of each year beginning in April of 2014, of the percentage of any rate adjustment as well as the new rates to be implemented as allowed under this section. **If timely notice is not received by Augusta, no increase will be allowed for that year.**
- Should the CPI Index show a decrease, Augusta will automatically be entitled to a reduced cost up to the allowable limits as defined hereinafter.
- In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

## 10.4 Payment Reduction for Damages

Damage charges will be monitored monthly and reviewed with the Contractor each month. Augusta will deduct any damages owed Augusta from the next payment owed to the Contractor. If the contract is not extended or renewed in accordance with the contract conditions, Augusta will deduct any remaining damages owed Augusta from the last payment. However, in no event is Augusta prohibited from taking actions to collect any unpaid amount owed to Augusta.

#### **10.5 Fuel**

Augusta shall provide CNG for use by the Contractors performing under this Agreement. The Contractors shall pay Augusta \$4.00 per Diesel Gallon Equivalent (DGE) for vehicles operated under this Agreement. Augusta will provide monthly fuel usage to the Contractor and the cost of fuel will be credited to Augusta on the Contractor's monthly invoice.

**10.5.1** Augusta shall be entitled to the same CPI adjustment as afforded the Contractor in 12.3. All of the same general conditions of adjustments shall apply with the exception that Augusta does not have to provide notice as required under 12.3.1 (b).

**10.5.2** The first price adjustment shall not go into effect until January 2015.

**10.5.3** In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

**10.5.4** Should the Contractor not receive an Adjustment, Augusta reserves the right to adjust the price of fuel.

#### **10.6 Defective Pricing**

Augusta shall have the right to take corrective measures for any defective pricing. These corrective measures may include, but are not limited to making necessary revisions to this Contract or providing an addendum to this Contract to address the issue of defective pricing.

#### **10.7 Contingent fees**

There shall be no contingent fees allowed under this contract.

#### **10.8 Georgia Prompt Pay Act**

The terms of this contract supersede any and all provisions of the Georgia Prompt Pay Act.

### **SECTION 11 - INSURANCE AND PERFORMANCE SURETY**

#### **11.1 Coverage's**

The Contractor shall at all times during the Agreement maintain in full force and effect General Liability and Workmen's Compensation Insurance. All insurance shall be by insurers reasonably acceptable to Augusta and be in full force and effect before commencement of work.

#### **11.2 Insurance Limits**

For the purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

| Coverage's  | Limits of Liability  |
|---|--|
| Workers' Compensation Statutory<br>Employer's Liability | \$500,000 each accident limit<br>\$500,000 Disease Policy Limit<br>\$500,000 Each Employee Limit<br>Contractors and lessees shall be |

|  |  |
|--|--|
|  | responsible for workers' compensation insurance for subcontractors or sublessees who directly or indirectly provide services or lease premise under the Augusta, Georgia's contract. |
| General Liability                                      | \$2,000,000 per accident<br>\$2,000,000 aggregate  |
| Excess Umbrella Policy                                 | \$2,000,000 per accident   |
| Pollution Liability Insurance                          | \$1,000,000 per claims made basis. The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract.         |
| Automobile Bodily Injury and Property Damage Liability | \$1,000,000 per accident   |

As an alternative to the above, the Contractor may insure the above public liability and property coverage's under a plan of self-insurance. The Contractor's parent corporation may provide the required coverage's to certify that their program is funded to actuarial projected losses.

### 11.3 Certificate of Insurance

- a. The Contractor agrees to furnish Augusta certificates of insurance or other evidence satisfactory to Augusta to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:  
 "This is to certify that the policies of insurance described herein have been issued to the named insured for which this certificate is executed and are in force at this time. In the event of cancellation of a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
- b. It is agreed that the Contractor will be responsible for notifying Augusta of any material change in a policy.
- c. **The certificates shall also include Augusta as an additional insured.**

### 11.4 Special Requirements

The following special conditions shall apply to the insurance coverage:

- a. Augusta is to be included as an additional insured on both the commercial general liability and business auto liability policies. The Contractor providing the automobile liability coverage must include all vehicles owned, leased, hired, non-owned, and the employee non-owned vehicles Personal Injury Protection (when applicable).
- b. **Commercial General Liability.** The Commercial General Liability required coverage is ISO CG0001 or a substitute form providing equivalent coverage. Coverage must include:
  - Premises and Operations
  - Personal Injury/Advertising Liability
  - Products/ Completed Operations
  - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)

- Independent Contractors
- c. **Pollution Liability.** Contractors shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract
  - d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to Augusta 30 days prior to an expiration date. There shall also be a 30-day notification to Augusta in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required in Section 11.2. Certificates of insurance meeting the required insurance provisions shall be forwarded to Augusta. **Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.**
  - e. It is agreed that the Contractor will be responsible for notifying Augusta of any material changes in a policy.
  - f. It shall be the Contractor's responsibility to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.
  - g. All Certificates of Insurances shall be furnished on an ACORD form or equivalent as require by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

## 11.5 Surety

### 11.5.1 Performance Bond

A performance bond and payment bond will be provided to Augusta prior of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A or better by A.M Best's Rating Service in an amount equal to 100% of the Contract's value. With each submittal of a bond, the Contractor shall furnish a current copy of the A.M Best's rating for the surety company providing the bonds.

For the first year the bond amount shall be a predetermined amount of \$400,000.

For each subsequent year, use the amount of the prior year's actual payments received from January 1<sup>st</sup> through December 31<sup>st</sup> to establish the surety amount, in a form acceptable to Augusta, to ensure the performance of the Contractor. Updated bonds shall be received by Augusta no later than January 31, for each subsequent year of the contract. The form and amount of this surety bond shall be reviewed annually and updated as may be required by Augusta upon 30 days written notice to the Contractor.

## SECTION 12 - REPRESENTATIONS AND WARRANTIES

### 12.1 Representations and Warranties

The Contractor represents and warrants satisfactory performance in accordance with this Contract as well as:

- a. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
- b. Authority.
  1. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.
  2. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
- c. Government Authorizations and Consents. The Contractor has or will obtain prior to the Effective Date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- d. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
- e. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
- f. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that it is aware of the present placement of Waste and Recycling Containers. The Contractor represents and warrants that it is capable of continuing to collect Containers and Recyclable Containers at their present locations.

## SECTION 13 - INDEMNITY

### 13.1 Indemnity

The Contractor(s) shall defend, indemnify and save harmless Augusta and Augusta's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising

out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as Augusta or Augusta's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of Augusta or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta.

## **SECTION 14 - DEFAULT AND TERMINATION**

### **14.1 Default and Termination**

This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to Augusta, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
- b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract.
- c. Mixes Contract materials with materials collected from outside this Contract.
- d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 11.
- e. Fails to furnish and maintain the Insurance requirements per Section 11.
- f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Sections 18.3 and 18.4.
- g. Fails to perform any material obligation of the Contractor under the terms of this Contract, and continuance of such failure after receiving written notice by Augusta specifying such failure, and Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action to cure such non-performance within the thirty (30) day period.

To initiate proceedings under this Section, Augusta shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a hearing at which the Contractor may show cause as to why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show cause, to the reasonable satisfaction of Augusta, why the Contractor should not be declared to be in default of this Contract, Augusta may make a declaration of default. In evaluating whether to make such a declaration of default, Augusta may, in its sole discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.

In declaring the Contractor to have defaulted on the Contract, Augusta also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to Augusta, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license Augusta to use all, or whatever portion is desired by Augusta, of the materials and equipment described on the most recent inventory submitted to Augusta pursuant to Section 5 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by Augusta without requiring Augusta to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring Augusta to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that Augusta pay for the equipment and materials actually used for such collection, a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall Augusta be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of Augusta's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event Augusta secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then Augusta shall retain such difference; but in the event such cost to Augusta is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to Augusta.

All payments due the Contractor at the time of default, less amounts due Augusta from the Contractor, shall be applied by Augusta against damages suffered and expense incurred by Augusta to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 18.27, shall not be deemed to be a default and the rights and remedies of Augusta provided for herein shall be inapplicable; provided that all labor disputes as defined in section

18.27 hereof shall not be considered a cause beyond the Contractor's control as defined in section 18.27.

Augusta shall have the unilateral right to order in writing a temporary stopping of the work, or delaying performance that does not alter the scope, of the contract.

Augusta shall have the unilateral right to terminate this Contract in whole or in part for the convenience of Augusta, Georgia.

### **SECTION 15 – COMMITMENT OF EQUIPMENT**

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 5 for use in the performance of this Contract (called "such property") shall be available for use in collecting Refuse, Waste or Recycling. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
  - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
  - b. Allow Augusta to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
  - c. Exempt Augusta from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of Augusta's interim usage; and
  - d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both Augusta and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections a, b, and c of this section.
3. To assure compliance with this Section, the Contractor shall submit to Augusta for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. Augusta's approval shall not be unreasonably withheld.

### **SECTION 16 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION SERVICE**

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.

The Contractor will not discriminate against any Customer or Augusta resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout Augusta without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

## **SECTION 17 – DRUG AND ALCOHOL FREE WORKPLACE**

### **17.1 Drug and Alcohol Free Workplace**

Augusta is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- b. Establish an alcohol and drug-free awareness program to inform employees about (i) the dangers of alcohol and drug abuse in the workplace, (ii) the Contractor's policy of maintaining an alcohol and drug-free workplace, (iii) any available alcohol and drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for alcohol and drug abuse violations;
- c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any alcohol or drug statute conviction for a violation occurring in the workplace, or that could affect the employees ability to perform their job, not later that five (5) days after such conviction;
- d. Impose a sanction on, or requiring the satisfactory participation in an alcohol or drug counseling, rehabilitation or abuse program by, an employee convicted of an alcohol or drug crime;
- e. Make a good faith effort to continue to maintain an alcohol and drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

- f. A false certification or the failure to comply with the above alcohol and drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
- g. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

## **SECTION 18 - GENERAL PROVISIONS**

### **18.1 Taxes**

The Contractor shall promptly pay all taxes and license fees required by Augusta and by the State of Georgia.

### **18.2 Permits**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required by Augusta, by the State of Georgia, or by the federal government.

### **18.3 Non-Assignment; Subcontracting; Delegation of Duties**

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of Augusta, which approval may be withheld in Augusta's sole discretion. Notwithstanding the foregoing, Augusta's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of Augusta that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for collection with Augusta for any portion of Augusta outside the Contractors current Designated Collection Area.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, or other obligor shall also become responsible to Augusta for the satisfactory performance of the work assumed. Augusta may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to Augusta to fully and faithfully complete the work or responsibility undertaken.

During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with Augusta.

Should a Contractor sub-contract work under this contract, a sub-contract contract/agreement shall be generated in writing. This agreement shall at a minimum include the area to be serviced, the price that the sub-contractor shall be paid, and the required sections under this contract that flow through to a sub-contractor. A copy of said agreement(s) shall be provided to Augusta within fourteen (14) days of execution.

### **18.4 Changes in Control**

In the event of a change in "Control" of the Contractor (as defined below), Augusta shall terminate the Contract for default unless Augusta has granted prior written approval. Such

approval shall be at the sole discretion of Augusta. Any approval by Augusta for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract. The Contractor shall notify Augusta within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term "Control" shall mean the possession, direct or indirect of either;

- a. The ownership of or ability to direct the voting of, as the case may be fifty one (51%) or more of the equity interest, value or voting power of the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

#### **18.5 Laws and Regulations**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, rules or standards. These shall include OSHA, EPA, EPD, Federal Highway Safety, as well as state and local rules, regulations, and practices.

#### **18.6 Governing Law; Forum; Venue**

The terms, conditions and provisions in the Request for Proposal may supplement the Contract between Augusta and the Contractor. The order of precedence will be the Contract, the RFP, the winning proposer's response and general law. This Agreement shall be governed under the laws of the State of Georgia. The appropriate forum for judicial interpretation of this Agreement and the sole venue for legal actions concerning this Contract shall be the Superior Courts of Richmond County Georgia.

#### **18.7 No Other Parties to Benefit**

This Agreement is for the benefit of the parties hereto and does not enlarge any party's liability to any third party. The provisions of this Agreement shall not be construed to create a higher standard of safety or care in any evidentiary sense with respect to third party claims.

#### **18.8 Appropriation of Funds**

This Agreement and Augusta's payment obligation for succeeding fiscal periods shall be subject to the budget process, availability and appropriation of funds. In the event that Augusta does not appropriate funds, said agreement shall terminate as required by statute.

#### **18.9 Headings**

The headings of the paragraphs and subparagraphs shall not be interpreted as a limitation upon the language contained therein.

#### **18.10 Severability**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

#### **18.11 Indulgences Not Waivers**

A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision.

**18.12 Modifications and Waiver**

The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Augusta Administrator or their designee shall have the authority to amend the Agreement on behalf of Augusta.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties.

**18.13 Independent Contractor**

The Contractor and Augusta agree that the Contractor is an independent contractor and not an employee nor agent of Augusta. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed, and such action does not create a partnership, agency, joint venture or other similar relationship between Augusta and the Contractor.

The Contractor agrees that it will not represent to anyone that its relationship with Augusta is other than that of an independent contractor, and Augusta and the Contractor may so inform any parties with whom they deal and may take any other responsible steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

**18.14 Notices**

Any notice required herein shall be given by certified mail to:

For Augusta:

Administrator  
530 Greene Street, Room 802  
Augusta, Georgia 30901

Mark Johnson  
Director of Solid Waste  
Augusta, Georgia  
4330 Deans Bridge Road  
Blythe, GA 30805  
Telephone: 706-592-3201

Lori Videtto  
Deputy Director of Solid Waste  
Augusta, Georgia  
4330 Deans Bridge Road  
Blythe, GA 30805  
Telephone: 706-592-3206

For the Contractor:

Monty Davison  
Chief Financial Officer/President  
Inland Waste Solutions, LLC  
14101 Highway 290 West, Building 600

Austin, Texas 78737  
512-858-4558  
512-858-4559 fax  
956-346-5016 cell  
Monty.davison@inlandwaste.com

**18.15 Dispute Settlement**

Any claim, dispute, or other matter concerning the performance of the Contractor shall initially be referred to the Environmental Services Director in writing, for a decision. Such decision shall be rendered within thirty (30) days in writing, following the final presentation by the Contractor of evidence or argument relative to such claim, dispute, or matter. The decision of the Director may be appealed to Augusta's Administrator or his designee, in writing, within fifteen (15) days from the date of the Director's decision. Augusta's Administrator must render a written decision to the Contractor within thirty (30) days from the date of the appeal. The decision of the Administrator shall be subject to formal mediation between the parties. The cost of mediation shall be shared equally by the parties. If mediation is not successful, either party may bring an action in a court of appropriate venue. In the event of any litigation between the parties, each party shall pay their own attorney fees and despite who is the prevailing party, neither party shall be entitled to reimbursement of attorney's fees in any litigation between the parties.

**18.16 Augusta Not Liable for Delays**

It is further expressly agreed that in no event shall Augusta be liable for or responsible to the Contractor for or because of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or due to any delay for any cause over which Augusta has insufficient control to cause a different result.

**18.17 Contractor Will Not Sell or Disclose Data**

The Contractor will treat as confidential information, all data in connection with the Contract. Augusta data processed by the Contractor shall remain the exclusive property of Augusta. The Contractor will not reproduce, copy, duplicate, disclose or in any way treat the data supplied by Augusta in any manner except as contemplated by this Contract.

**18.18 No Publicity**

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may be distributed to Customers without prior written approval of Augusta. The Contractor, its agents or representatives shall not reference this Contract or Augusta in any manner without the prior written consent of Augusta.

**18.19 Contract Rights**

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this contract are cumulative, and in addition to rights existing at common law.
3. Payment by Augusta and performance by the contractor do not waive their Contractual rights.
4. Failure by either party on any occasion to exercise a Contractual right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

**18.20 Open Records Act**

Contractor acknowledges that Augusta records including this Contract are subject to Georgia's Open Records Act.

**18.21 Interpretation**

1. This Contract shall be interpreted as a whole and to carry out its purpose. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.
2. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

**18.22 Law; Venue**

The laws of the State of Georgia shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of Richmond County, Georgia.

**18.23 Discretionary Waiver of Right to a Jury Trial**

The Contractor and Augusta may waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the Contract.

**18.24 Specific Performance and Injunctive Relief**

The Contractor agrees that the services are critical to Augusta's operation and that monetary damages are not an adequate remedy for the Contractor's failure to provide services as required by the Contract, nor could damages be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby consents to an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of Georgia. The Contractor further agrees that a failure by it to perform the services in the manner required by the Contract will entitle Augusta to injunctive relief.

**18.25 Severability**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

**18.26 Interest of the Parties**

The Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under the Contract.

### 18.27 Force Majeure

1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
  - a. If such failure or delay
    - i. could not have been prevented by reasonable precaution, and
    - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
  - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
  - a. Such Force Majeure event continues and,
  - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify Augusta by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, Augusta may terminate this Contract.
4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.
5. Augusta may grant variances in routes, schedules and materials collected as are reasonably required and in the best interest of Augusta.
6. Augusta may negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

### 18.28 E-Verify

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

***"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts***

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers on this the 21 day of January, 2014.

**BY:**

Augusta, Georgia

[Signature]  
As its Mayor

4/27/14  
Attest:

Rep. Nancy W. Merawski  
Clerk of Commission

The foregoing contract is hereby executed by the below-listed parties:

Contractor: Inland Waste Solutions, LLC

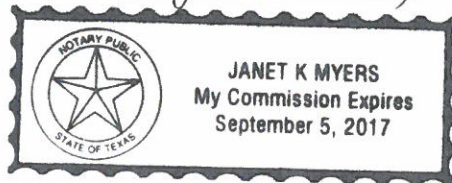
By: [Signature]  
Monty Davison

As its: President

Sworn to and subscribed before me on this 20 day of January, 2014.

[Signature]  
Notary Public

My Commission Expires: September 5, 2017



## Pricing Page

### Front Load Services

|             |                | Frequency |           |           |           |           |           |           |             |
|-------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
|             | Container Size | 1/week    | 2/week    | 3/week    | 4/week    | 5/week    | 6/week    | 7/week    | Unscheduled |
| Trash       | 2 yd           | \$ 40.00  | \$ 75.00  | \$ 110.00 | \$ 145.00 | \$ 180.00 | \$ 215.00 | \$ 350.00 | \$ 43.00    |
|             | 4 yd           | \$ 52.00  | \$ 97.00  | \$ 142.00 | \$ 186.00 | \$ 231.00 | \$ 276.00 | \$ 421.00 | \$ 50.00    |
|             | 6 yd           | \$ 70.00  | \$ 131.00 | \$ 191.00 | \$ 251.00 | \$ 312.00 | \$ 372.00 | \$ 533.00 | \$ 60.00    |
|             | 8 yd           | \$ 75.00  | \$ 139.00 | \$ 204.00 | \$ 268.00 | \$ 333.00 | \$ 397.00 | \$ 562.00 | \$ 63.00    |
| Recycling   | 2 yd           | \$ 33.00  | \$ 59.00  | \$ 86.00  | \$ 112.00 | \$ 139.00 | \$ 166.00 | \$ 292.00 | \$ 39.00    |
|             | 4 yd           | \$ 34.00  | \$ 61.00  | \$ 88.00  | \$ 114.00 | \$ 141.00 | \$ 168.00 | \$ 294.00 | \$ 41.00    |
|             | 6 yd           | \$ 36.00  | \$ 63.00  | \$ 89.00  | \$ 116.00 | \$ 143.00 | \$ 169.00 | \$ 296.00 | \$ 43.00    |
|             | 8 yd           | \$ 38.00  | \$ 64.00  | \$ 91.00  | \$ 118.00 | \$ 144.00 | \$ 171.00 | \$ 297.00 | \$ 44.00    |
| Accessories | Casters        | 15        |           |           |           |           |           |           |             |
|             | Locking Device | 10.25     |           |           |           |           |           |           |             |
|             |                |           |           |           |           |           |           |           |             |

Pricing in the white area shall be monthly

Pricing in the shaded section shall be per one-time collection

| Rollout Monthly Pricing Option |             |             |             |             |
|--------------------------------|-------------|-------------|-------------|-------------|
|                                | 1x per week | 2x per week | 3x per week | 4x per week |
| Single 96-gal cart             | \$ 15.04    | \$ 28.06    | \$ 41.08    | \$ 54.10    |
| Price per additional cart      | \$ 7.23     | \$ 12.44    | \$ 17.64    | \$ 22.85    |

## Current Service Unit List:

| Name                      | Can Locations   | Parcel No.     | Can Type  | Frequency (per week) | Number of Dumpsters |
|---------------------------|---|----------------|-----------|----------------------|---------------------|
| 911 CENTER                | 911 4TH ST  | 060-1-012-01-0 | 8         | 1                    | 1                   |
| AUGUSTA HOUSING AUTHORITY | Olmstead Homes - 2141 B Street                                    | 027-3-021-00-0 | 8         | 2                    | 14                  |
| AUGUSTA HOUSING AUTHORITY | Hal Powell - 2244 Broad Street                                    | 027-3-253-00-0 | 8         | 2                    | 1                   |
| AUGUSTA HOUSING AUTHORITY | Peabody Apts - 1425 Walton Way                                    | 046-1-064-00-0 | 8         | 2                    | 3                   |
| AUGUSTA HOUSING AUTHORITY | Erwin Towers - 1365 Laney Walker Blvd                             | 046-3-026-00-0 | 4         | 2                    | 2                   |
| AUGUSTA HOUSING AUTHORITY | Cherry Tree Crossing - 1550 Fifteenth St                          | 058-2-089-00-0 | 8         | 2                    | 22                  |
| AUGUSTA HOUSING AUTHORITY | Summerfield Apartments - 720 Laney Walker                         | 059-2-882-00-0 | 8         | 2                    | 5                   |
| AUGUSTA HOUSING AUTHORITY | Allen Homes - 506 Laney Walker Blvd                               | 060-0-001-00-0 | 8         | 2                    | 8                   |
| AUGUSTA HOUSING AUTHORITY | Oak Pointe Manor - 730 East Boundary                              | 061-1-057-00-0 | 8         | 2                    | 23                  |
| AUGUSTA HOUSING AUTHORITY | Dogwood Terrace - 2003 Second Avenue                              | 072-3-391-00-0 | 8         | 2                    | 14                  |
| A-RC DANIEL FIELD AIRPORT | 1775 HIGHLAND AVE   | 043-4-013-01-0 | 8         | 2                    | 1                   |
| A-RC DANIEL FIELD AIRPORT | 1775 HIGHLAND AVE   | 043-4-013-01-0 | cardboard | 1                    | 1                   |
| A-RC UTILITIES            | 1899 Goodrich St - Raw Water Pumping                              | 014-0-001-00-0 | 8         | 1                    | 1                   |
| A-RC UTILITIES            | 2816 Peach Orchard Rd   | 098-3-246-00-0 | 8         | 1                    | 1                   |
| A-RC UTILITIES            | 1925 Lumpkin Rd   | 110-2-003-00-0 | 8         | 1                    | 1                   |
| A-RC UTILITIES            | 1725 Tobacco Rd   | 157-0-018-08-0 | 8         | 2                    | 1                   |
| A-RC UTILITIES            | 1725 Tobacco Rd   | 157-0-018-08-0 | 8         | 1                    | 1                   |
| A-RC UTILITIES            | 1506 Four H Club Road   | 171-0-020-02-0 | 8         | 1                    | 1                   |
| A-RC UTILITIES            | Filter Plant - 1425 Highland Ave                                  |                | 4         | 2                    | 1                   |
| A-RC UTILITIES            | Filter Plant - 1425 Highland Ave                                  |                | 6         | 2                    | 1                   |
| A-RC UTILITIES            | water works - 2822 Central Ave                                    |                | 8         | 2                    | 1                   |
| A-RC UTILITIES            | water works office - 1832 Wyllys Rd                               |                | 8         | 1                    | 1                   |
| A-RC UTILITIES            | water works - 1840 Wyllys Rd                                      |                | 8         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1568 Broad St   | 036-1-102-00-0 | 8         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1710 Highland Ave - Facilities Maint                              | 043-4-015-01-0 | 8         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1945 Eagles Way - Trees & Landscape                               | 058-3-107-00-0 | 8         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1157 5th St - Records Retention                                   | 060-1-083-00-0 | 4         | 1                    | 1                   |
| A-RC PUBLIC WORKS         | 386 Prep Phillips - Traffic Engineering                           | 062-0-008-00-0 | 8         | 3                    | 1                   |
| A-RC EXTENSION SERVICE    | 1512 4-H Club Rd  | 171-0-020-02-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 10 - 1056 Alexander Drive                                 | 013-3-094-00-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 9 - 3507 Walton Way Ext                                   | 031-0-025-00-0 | 8         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 5 - 1898 M L K Jr Blvd                                    | 034-2-040-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 4 - 1866 Ellis St   | 035-2-219-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 3 - 1099 Reynold St                                       | 036-4-034-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 15 - 1416 Flowing Wells Rd                                | 040-1-07-00-0  | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 2 - 1445 Walton Way                                       | 046-1-060-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 8 - 1898 Highland Ave                                     | 056-2-001-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 11 - 2243 Old Savannah Road                               | 087-1-226-01-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 13 - 2619 Lumpkin Rd                                      | 096-2-142-01-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 6 - 2618 Richmond Hill Rd                                 | 097-2-156-01-0 | 4         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 16 - 3450 Old Louisville Road                             | 133-0-023-05-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 18 - 4185 Windsor Spring Rd                               | 153-0-072-02-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 17 - 3705 Old Waynesboro Road                             | 157-0-015-01-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 7 - 2917 Willis Forman Rd                                 | 164-1-001-00-0 | 8         | 2                    | 1                   |
| A-RC FIRE DEPT            | Station 19 - 1600 Brown Road                                      | 214-0-055-00-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 14 - 3507 Hwy 88  | 266-0-006-01-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Station 12 - 1155 Hephzibah-McBean Rd                             | 337-0-001-01-0 | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | 1 Broad St (engine co 1)  |                | 2         | 1                    | 1                   |
| A-RC FIRE DEPT            | Fire Department Training Center/Admin Bldg - 3125 Deans Bridge Rd |                | 2         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1568 Broad St   | 036-1-102-00-0 | 8         | 2                    | 1                   |
| SALVATION ARMY            | 1384 GREENE ST  |                | 8         | 2                    | 1                   |
| A-RC GOLF COURSE          | 2023 HIGHLAND AVE   | 056-1-002-01-0 | 8         | 2                    | 1                   |
| A-RC LIBRARY              | 823 TELFAIR   | 047-1-194-00-0 | 8         | 1                    | 1                   |
| A-RC MARSHAL'S DEPT       | CORNER OF DEANS BRIDGE AND DOVER                                  |                | 4         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 1815 Marvin Griffin - License & Inspection                        | 134-1-070-00-0 | 8         | 1                    | 1                   |
| A-RC RCCI                 | 2314 TOBACCO RD   | 155-0-002-02-0 | 8         | 6                    | 1                   |
| A-RC JUDICIAL CENTER      | WALTON WAY  |                | 8         | 3                    | 1                   |
| ARC COMMISSION            | 530 GREENE ST   |                | 8         | 4                    | 1                   |
| ARC COMMISSION            | 530 GREENE ST   |                | 8         | 4                    | 1                   |
| ARC COMMISSION            | 530 GREENE ST   |                | 8         | 4                    | 1                   |
| A-RC PORT AUTHORITY       | 1 Fifth Street  | 037-4-001-03-0 | 8         | 2                    | 1                   |
| A-RC PORT AUTHORITY       | 1 Fifth Street  | 037-4-001-03-0 | 8         | 2                    | 1                   |
| A-RC PORT AUTHORITY       | Riverwalk Marina  | 048-3-071-00-0 | 6         | 2                    | 1                   |
| A-RC PUBLIC WORKS         | 2057 Division Street - Westview Cemetery                          | 027-0-003-00-0 | 8         | 2                    | 1                   |

| Name                     | Can Locations   | Parcel No.     | Can Type | Frequency (per week) | Number of Dumpsters |
|--------------------------|---|----------------|----------|----------------------|---------------------|
| A-RC RECREATION DEPT     | 1899 Goodrich St - Eisenhower Park                              | 014-0-001-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 300 Warren Road - Warren Road Community Center                  | 017-0-010-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 2205 Broad Street - Julian Smith Casino                         | 027-0-001-00-0 | 8        | 3                    | 1                   |
| A-RC RECREATION DEPT     | 2205 Broad Street - BBQ Pit                                     | 027-0-001-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 3824 Maddox Road  | 029-0-007-02-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 1345 Community Park Rd - Sue Reynolds Community Center          | 029-0-019-00-0 | 4        | 1                    | 1                   |
| A-RC RECREATION DEPT     | 3103 Wrightsboro - Newman Tennis Center                         | 043-1-001-01-0 | 8        | 1                    | 1                   |
| A-RC RECREATION DEPT     | 432 Telfair - Old Government House                              | 047-4-163-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 708 Fourth Street - May Park                                    | 047-4-451-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | Kissingbower Road - Minnick Park                                | 056-1-002-01-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 1600 Troupe - Pendelton King Park                               | 057-2-089-00-0 | 8        | 1                    | 1                   |
| A-RC RECREATION DEPT     | 1606 Hunter - WT Johnson Community Center                       | 058-2-135-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 1001 Eleventh Ave - Carrie Mays Center                          | 072-4-156-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 2436 Golden Camp Road - Henry Brigham Center                    | 096-2-075-00-0 | 8        | 3                    | 1                   |
| A-RC RECREATION DEPT     | 2027 Lumpkin Rd - Recreation Admin                              | 110-1-019-00-0 | 8, 8     | 5                    | 2                   |
| A-RC RECREATION DEPT     | 1925 Lumpkin Rd - Bernie Ward Community Center                  | 110-2-003-00-0 | 8, 8, 6  | 5                    | 3                   |
| A-RC RECREATION DEPT     | 1858 Lock and Dam Rd - Lock N Dam Park                          | 136-0-001-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 2309 Tobacco Rd - Gracewood Community Center                    | 155-0-002-01-0 | 2        | 1                    | 1                   |
| A-RC RECREATION DEPT     | 2627 Willis Forman Road - Diamond Lakes                         | 178-0-008-00-0 | 8, 8, 6  | 4                    | 3                   |
| A-RC RECREATION DEPT     | 3129 Hwy 88 - Blythe Community Center                           | 223-0-036-00-0 | 8        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 4977 Windsor Spring Rd  | 249-0-039-02-0 | 2        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 1155A Hephzibah-McBean Rd - McBean Community Park               | 337-0-001-01-0 | 2        | 2                    | 1                   |
| A-RC RECREATION DEPT     | 2540 Wheeler Road/719 Fleming Ave - Sand Hills Community Center |                | 6        | 2                    | 1                   |
| A-RC RECREATION DEPT     | Boathouse   |                | 8        | 3                    | 1                   |
| A-RC RECREATION DEPT     | Phinizy Swamp Office  |                | 2        | 3                    | 1                   |
| A-RC RECREATION DEPT     | Garrett Gymnasium   |                | 2        | 3                    | 1                   |
| AQUATICS CENTER          | 3157 DAMASCUS RD  | 043-3-004-00-0 | 8        | 3                    | 1                   |
| A-RC SHERIFFS DEPT       | 402 Walton Way  | 047-3-307-00-0 | 8        | 1                    | 1                   |
| A-RC SHERIFFS DEPT       | 401 Walton Way  | 047-4-452-01-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 401 Walton Way  | 047-4-452-01-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 401 Walton Way  | 047-4-452-01-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 401 Walton Way  | 047-4-452-01-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 6        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1941 Phinizy Rd   | 133-0-023-02-0 | 8        | 5                    | 1                   |
| A-RC SHERIFFS DEPT       | 1945 Phinizy Rd - Crime Lab                                     | 144-2-001-00-0 | 8        | 2                    | 1                   |
| A-RC SHERIFFS DEPT       | 1631 Gordon Hwy - Southgate Plaza                               |                | 8        | 1                    | 1                   |
| AUGUSTA COUNTRY CLUB HOA | MILLEDGE RD   |                | 8        | 2                    | 1                   |
| GA TOWN CONDOS           | 2846 WALTON WAY   |                | 8        | 2                    | 1                   |
| GARY PLACE CONDOS        | 2132 GARY STREET  |                | 8        | 2                    | 1                   |
| GEORGE WALTON APARTMENTS | 2068 WALTON WAY   |                | 8        | 2                    | 1                   |
| HILLTOWNE CONDOS         | 1215 MONTE SANO   |                | 4        | 4                    | 1                   |
| ONE MILL PLACE           | 1 MILL PLACE  |                | 8        | 2                    | 1                   |
| PORT ROYAL               | 1 7TH STREET  |                | 8        | 2                    | 1                   |
| SUMMERVILLE HOA          | 1209 MONTE SANO   |                | 8        | 2                    | 1                   |
| A-RC DRIVERS LICENSE     | 3405 MIKE PADGETT HWY   | 133-0-023-01-0 | 2        | 1                    | 1                   |
| A-RC TRANSIT             | 1516 Wall Street  | 036-3-210-00-0 | 8        | 2                    | 1                   |
| A-RC TRANSIT             | 1546 Broad Street   | 036-1-141-00-0 | 8        | 2                    | 1                   |