
**SOLID WASTE COLLECTION
AND RECYCLING SERVICE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) , made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “**County**”), and **ATLANTIC WASTE SERVICES, INC.** (hereinafter called the “**Contractor**”) of Georgia, a corporation maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

WHEREAS, the County is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter contracts; and

WHEREAS, the County, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage, yard waste and recycling in the County, including its lawful disposal and has determined that the best interest of the County would be served by the employment of the contractor for said purpose; and

WHEREAS, the Contractor is willing to render the service of collection of garbage, recycling and yard waste within the County including its lawful disposal upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin on **February 20, 2018**. The initial agreement shall terminate on **June 30, 2021**. There will be **four (4)** single-year renewals unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement. The terms and conditions of this Agreement during any renewal term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Agreement. Notwithstanding the foregoing, this Agreement may be terminated during the initial term or renewal term pursuant to the provisions in the next following paragraph or the provisions of section 35 below.

This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement in accordance with O.C.G.A. §36-60-13.

DEFINITIONS.

Bags. Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. Maximum total weight of bags and contents shall not exceed fifty (50) pounds.

Board means the Effingham County Board of Commissioners.

Bulky waste means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight, and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

Collect or *collection* means to remove residential solid waste and residential recovered materials for transport to a disposal facility or processing facility, or cause such to be removed.

Collection services means the collection from a residential service unit and any other locations which generate residential solid waste and residential recovered materials including related transportation, transfer, processing and/or disposal.

Construction & Demolition (C&D) Refuse means waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.

County means Effingham County, Georgia.

Curbside collection refers to the collection of residential solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

Dead Animals means dead animals or portions thereof, weighing less than fifty (50) pounds.

Designated residential collection location means the location where the residential solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

Disposal means dumping or depositing solid waste into or onto a disposal facility.

Disposal facility means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.

Duplex means a building designed exclusively for residential occupancy by two families.

Hazardous waste means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act. Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste", a "hazardous substance", or similar designation under any federal, state or local environmental law.

Contract: 17-001 – Solid Waste Collection and Recycling Services

Mobile home means a mobile or manufactured home, receiving residential-type waste collection.

Multifamily dwelling means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadraplex units.

Non-curb-side collection means collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

Overage means the placement of residential solid waste in the residential solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

Person means the state or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in the state or any other state. The term "person" also includes any officer or governing or managing body of any county, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term "person" also includes employees, departments, and agencies of the federal government.

Processing means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

Processing facility means a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

Quadraplex means a building designed exclusively for residential occupancy by four families.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing facility means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential sources. Recycling includes the composting process if the compost material is put to beneficial use.

Refuse means all residential solid waste.

Residential solid waste means solid waste generated at a residential service unit.

Residential solid waste collection services means the collection, processing and disposal of residential solid waste by a residential service provider.

Residential solid waste storage container or cart or receptacle means a leak proof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential solid waste, meeting the specifications established by the county.

Residential recovered materials means recovered materials generated at a residential service unit.

Residential recovered materials collection service means the collection and processing of residential recovered materials in a single stream.

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.

Contract: 17-001 – Solid Waste Collection and Recycling Services

Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county's solid waste program.

Residential service provider means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential solid waste, residential recovered materials, and/or yard trimmings within unincorporated Effingham County.

Residential service unit means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadraplexes or four unit attached multifamily dwellings; and mobile homes. A residential service unit shall be deemed occupied when either water or electrical services are being supplied thereto.

Residential service unit owner means any person, firm, corporation or other entity owning a residential premises in unincorporated Effingham County.

Residential solid waste collection and disposal means the performance of all requirements within this Agreement and applicable laws related to residential solid waste, residential recovered materials, and yard trimmings, as well as incidental administrative tasks related to the performance of those requirements.

Single-family dwelling means a building designed exclusively for residential occupancy by one family.

Single-Stream Recyclable Materials means plastic containers coded 1-5, Tin cans, Aluminum, Paper products: newspapers, junk mail, magazines, etc., Cardboard and Glass generated by Residential Units within the unincorporated areas of the County, that are collected and commingled within a single 95 gallon wheeled receptacle that will be provided to each Residential Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.

Solid Waste refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

Special needs resident means a residential service unit owner who, as a result of a physical or mental challenge, is unable to place his residential solid waste storage container or cart, residential recovered materials storage container, and/or yard trimmings at the designated residential collection location for collection by the residential service provider.

Transfer station means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

Treated wood means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Triplex means a building designed exclusively for residential occupancy by three families.

Unacceptable waste means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential services provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.

White goods and furniture means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators

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and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center

Yard trimmings means leaves, brush, grass clippings, shrub and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, bulk soil or stone and specifically excludes all treated wood.

Yard Waste means leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

COLLECTION OF RESIDENTIAL SOLID WASTE

All residential solid waste collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. Before disposal, all residential solid waste collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all residential service units with one (1) new, industry standard, 95 gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all residential solid waste, provided it is placed in an approved collection container and set out for collection. Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the County's solid waste plan and recycling program. Contractor shall not be responsible for the collection of white goods or bulky items as those items shall be delivered by the resident to county drop off center or some other permitted facility.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and residential service unit owners, in writing, ten (10) business days in advance of the effective date.

YARD WASTE

The company will be required to pick up all yard waste contained within the residential solid waste storage container from each residential unit at the same schedule as collecting refuse.

All yard waste shall be placed into the residential solid waste storage container only. There will be no collection of yard waste outside of the carts or garbage that is outside of the cart resulting from excessive yard waste that is inside of the cart.

It is the company's responsibility to properly dispose of all yard waste collection containers at no additional cost to the County.

COLLECTION OF RECYCLABLES

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 95 gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County's Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable after Third (3rd) infraction in Three (3) Months.

NEIGHBORHOOD CLEANUP PROJECTS

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the

following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside the 95 gallon carts at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement. Contractor shall provide the County with carts in sufficient number and capacity to contain such waste and recyclables at no extra charge. However locations that require more capacity than 3 garbage carts and 3 recycling carts shall utilize front-end containers with a following fee schedule below.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be weekly for garbage and bi-weekly for recyclables.

Location of County Sites is as follows:

DEPARTMENT NAME	DEPARTMENT ADDRESS	SIZE OF WASTE RECEPTACLE
Goshen Apartments	Goshen & Hwy 21, Rincon, GA 31326	8 yd front load x 1
Ball Field	Honeyridge Road, Springfield, GA 31329	8 yd front load x 1
Annex	768 GA Hwy 119 S, Springfield, GA 31329	8 yd front load x 2
Prison	321 GA Hwy 119 S, Springfield, GA 31329	8 yd front load x 7
Prison (Animal Shelter)	321 GA Hwy 119 S, Springfield, GA 31329	30 yd rolloff x 2 (on call service)
Jail	130 1 st Street Extension, Springfield, GA 31329	8 yd front load x 2
New Courthouse (Judicial Complex)	700 North Pine Street, Springfield, GA 31329	8 yd front load x 1
Historic Courthouse	901 North Pine Street, Springfield, GA 31329	8 yd front load x 1
Convenience Center	2750 Courthouse Road, Guyton, GA 31312	8 yd front load x 1
Waste Water Treatment Plant	805 Low Ground Road, Guyton, GA 31312	2 yd front load x 1
Sandhill Athletic Park	199 Stagecoach Avenue, Guyton, GA 31312	8 yd front load x 1

CONVENIENCE CENTER

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.

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Contractor will operate Toledo Scales (“scales”) and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center. Contractor shall not receive any benefit including economic benefit from the use of county inmates.

Contractor will ensure all employees wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk.

Contractor will receive Yard Trimmings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimmings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as amended. The Contractor shall cease accepting Yard Trimmings should Effingham County apply for, and receive, a solid waste handling permit. The Contractor will have the option to burn yard waste or the county shall provide a bulldozer and operator to clear new space once there is no more room to dispose of yard debris.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center. Contractor may charge a fee of \$.08 per pound or \$160.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees. Any change in fee shall be approved by the Board of Commissioners.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The prices for tires are listed in the Effingham County Schedule of Fees.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply will all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the County. The County shall have no obligation to handle waste materials delivered to the Convenience Center.

SERVICE DAYS AND HOURS

Regular Schedule.

Contractor shall provide collection on service days between the hours of 7:00 a.m. and 6:30 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential service unit individually of the scheduled collection days or any changes thereto for the duration of this Agreement.

Holiday Schedule.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,

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on a social media platform, the county website , the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:

New Year's Day
Thanksgiving Day
Christmas Day

Changed Schedule.

Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer's regularly scheduled collection day (except for Holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

Emergency Schedule.

Contractor may have to alter regular service due to unforeseen natural or manmade circumstances. When these events occur, Contractor shall communicate with the County on a satisfactory return to normal operation and clean up schedule. Contractor shall advertise on its and the county's website as well as other social media platforms the revised schedule. Contractor will send phone messages to all available phone numbers that are provided by the county. Failure to do so will cause a \$2,500 per day fine until normal schedule is restored.

COLLECTION SERVICE EXCEPTIONS

Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.

In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

ROUTING

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker's shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer's premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

Route changes with County Consent

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor's proposed date of the change.

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- Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

Route Audits

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.

ACCESS

Contractor shall provide collection services to all residential premises service located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner. All roads and right of ways used to collect waste shall be built and designed to handle the weight of the waste collection vehicles and Contractor shall not be liable for damage to roads for normal wear and tear in providing the service.

INACCESSIBLE PREMISES

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags approved by the Contractor and placed at a convenient location within 25 feet of roadside.

COLLECTION EQUIPMENT

Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At origination of this agreement all trucks will be brand new, but at no time during the term of this contract resulting or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than **FIVE (5)** years old.

Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Vehicles are to have litter control devices.

Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height.

Vehicles are to be washed weekly or more often, if needed.

Vehicles are not to interfere unduly with vehicular or pedestrian traffic.

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.

Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles.

All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected.

All vehicles used for collection will have a fully enclosed metal top.

All loading doors and cab doors will be closed before a vehicle is placed in motion.

Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All clean ups must be reported within two (2) hours to the designated Effingham County representative. -The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number.

The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

RECEPTACLE SPECIFICATIONS

Contractor will provide one (1) new 95 gallon or more wheeled receptacle for solid waste collection and one (1) new 95 gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions

The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty.

Occupants of residential premises may request one (1) or more additional receptacles.

Repair or Replacement of lost or damaged Receptacle(s).

Following a customer's written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer's set-out site on that customer's next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement.

New Residential Units

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the

carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

Contractor Removal of Refuse Receptacles

Upon expiration or termination of this Agreement, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer's premises, or at the time directed by the County.

SPECIAL RECEPTABLE ROLL OUT SERVICE

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

- a. *Without surcharge.* Contractor shall provide roll-out service without surcharge to the following individuals:
- Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
 - Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

- b. *With surcharge.* Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

MISSED COLLECTIONS AND COMPLAINT HANDLING

17.1 The Contractor shall maintain and adequately staff a customer service department call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to contractor's customer service department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours. If requested by the caller, Contractor shall provide a receipt of the complaint by e-mail or fax.

17.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 17.2.1 Identification number
- 17.2.2 Date and time of initial call
- 17.2.3 Date and time of any follow up call(s)
- 17.2.4 Customer name, service address, and phone number
- 17.2.5 Type of service request or complaint
- 17.2.6 Contractor contact by whom service request or complaint was received

17.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database. The closed work order information will include all of the above data, plus:

- 17.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 17.3.2 Action taken to satisfy request or resolve complaint
- 17.3.3 Date of communication with Service Unit
- 17.3.4 Date and time of action taken

Contract: 17-001 – Solid Waste Collection and Recycling Services

17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.

17.5 Contractor shall summarize work orders and complaints on a monthly basis.

17.6 The County's goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

QUALITY OF PERFORMANCE OF CONTRACTOR

18.1 **Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor by close of the next day collection shall be considered a breach of this Agreement with the County.

18.2 **Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County' probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

18.2.1 Failure to clean up spilled Residential Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials resulting from loading and/or transporting — per Service Unit per occurrence: \$100.

18.2.2 Failure to collect Residential Solid Waste from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day, whichever is later — per occurrence: \$100.

18.2.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three or more similar incidents at the same premises within a six month period) — per occurrence: \$500.

18.2.4 Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) at least once per week — per occurrence: \$1,000.

18.2.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received.

18.2.6 Collection or commingling of Residential Single-stream Recovered Materials with Residential Solid Waste without explicit written authorization from the County: per occurrence \$500.

18.2.7 Failure to clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks - per occurrence: \$500.

18.2.8 Failure to maintain staffed office during specified hours (8:00a.m. to 5:00 p.m. Monday through Friday) - per occurrence: \$400.

18.2.9 Failure for Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract - per occurrence: \$100.

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18.2.10 Failure of Contractor to comply with any State or local littering laws - per occurrence: \$100 in addition to any applicable fines levied.

18.2.11 Failure to replace or repair a damage cart within 48 hours of notice by the customer or designated county staff - per occurrence: \$100.

18.2.12 Failure to replace a stolen cart within 48 hours of notice by the customer or designated county staff - per occurrence: \$100.

18.2.13 Failure to deliver new curbside carts to new customers within 5 business days of notice by the customer or designated County staff - per occurrence: \$100.

18.2.14 Failure to completely empty garbage and recycling cart within 48 hours after notice by the customer or designated county staff - per occurrence: \$100.

18.2.15 Failure to place garbage or recycling cart at least 2 feet off of the paved road after emptying the cart after notice by the customer or designated county staff - per occurrence: \$100.

18.2.16 For phone or in person complaints received and facilitated by county staff regarding any matter in this Agreement, the County shall deduct \$5.00 for each instance over the amount of 10 per month.

18.3 Appeals Process for Assessment of Liquidated Damages: Within 5 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County's reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

COLLECTION PERSONNEL

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by this Agreement and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this Agreement, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

Collection personnel will:

Perform in a safe, proper and effective manner, abiding by all applicable regulations.

Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

Contract: 17-001 – Solid Waste Collection and Recycling Services

WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

Contractor shall assure that no employees remove materials from the waste collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under this Agreement.

MEETINGS AND AUDITS

Contractor will meet once a month with the County's designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N.Laurel Street, Springfield, GA 31329. The Contractor shall maintain adequate records of the services performed by the Contractor during the term of this Agreement. The County shall have the right to review all records maintained by the Contractor pursuant to this Agreement upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Agreement.

RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT

Carts must be placed by all residents (with the exception of those handicapped or elderly individuals who have presented to the County a doctor's certificate verifying their respective physical limitations) at the designated residential collection location by 6:00 a.m. on the designated collection day. Designated residential collection location means the location where the residential solid waste cart and the residential recycling cart, are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

The Contractor may decline to collect any container not so placed. The Contractor will service residential units beginning no earlier than 7:00 a.m. and no later than 6:30 p.m.

HOUSE COUNT

The residential services to be provided by Contractor hereunder shall be for the curbside collection of all residential solid waste and yard-waste if contained within the cart only and recyclables generated by the residential units in the unincorporated areas of the County. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and County representatives and the compensation due Contractor shall be increased or decreased based on the house count. In the event a new cart is placed on or before the 15th day of a month, the residential unit shall be billed for the full month's service.

USE OF SUBCONTRACTORS

It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the County, unless approved in advance by the County, via a written amendment to this Agreement.

PAYMENT TO COMPANY

The County will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the County will be paid on a monthly basis according to the terms and conditions of this Agreement. A cart count, as of the first (1st) day of the current month, will be submitted by County to Contractor. Upon verification, an invoice will be issued on the fifth (5th) day of the current month, payable no later than thirty days from the date of the invoice, though the County agrees to make a good-faith effort to pay the invoice in a shorter period of time.

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of residential solid waste. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the County. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this Agreement including the Contractor submitting to the County the monthly tonnage reports for residential refuse.

ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or physical handicap.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

LICENSES AND TAXES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

INDEMNIFICATION AND HOLD HARMLESS

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the county of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for

which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

IMMUNITY

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

- a. Statutory workers' compensation insurance.
 1. Employer's liability for bodily injury by accident: \$500,000.00 each accident;
 2. Employer's liability for bodily injury by disease: \$500,000.00 policy limit \$500,000.00 each employee.
- b. Commercial general liability insurance.
 1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
 2. \$1,000,000.00 limit of liability per occurrence for personal injury;
 3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
 4. Additional insured endorsement which includes ongoing operations and completed operations.
- c. Auto liability insurance.
 1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
 2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and

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3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

If the auto policy does not include the endorsement form specified in this section, a separate service providers pollution liability policy endorsed with the transportation pollution liability form with a minimum limit of \$1,000,000.00 must be provided.

- d. Excess liability insurance—Minimum \$5,000,000.00 limit of liability.
 1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
 2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
 3. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e. The cancellation provision must provide 90 days' notice of cancellation.
- f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.
- h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.
- i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.
- k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.
- m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
- n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.

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- o. The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to the amount of 25% of the estimated annual revenue of the Contractor generated pursuant to this Contract. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new Contractor and services.

SERVICE CHARGE TO CONTRACTOR.

The County shall pay to the Contractor the sum of :

RESIDENTIAL

- \$11.00 per month per residential unit for once weekly garbage & in cart yard waste collection
- \$ 4.00 per month for bi-weekly recycling collection
- \$ 8.50 per month for each additional garbage cart per residence
- \$4.00 per month for each additional recycling cart per residence

COUNTY BUILDINGS

- \$125.00 per month fee per 10yd front load receptacle - once a week pick up
- \$100.00 per month fee per 8yd front load receptacle - once a week pick up
- \$60.00 per month fee per 2yd front load receptacle - once a week pick up
- \$165.00 per on call collection pull fee per 20yd rolloff
- \$165.00 per on call collection pull fee per 30yd rolloff
- \$41.44 per ton disposal fee

CONVENIENCE CENTER

\$40,000.00 Annual operating fee

ADDITIONAL FEES

No Charge Special projects

\$16.66 Per month per residential unit per Roll-Out / Back Door Pick-up on top of normal waste pickup cost for those that don't qualify for special circumstance and medical hardship.

The Contractor shall present an itemized bill for residential service to the County by the fifteenth of the current month and the County shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the County prior to collection.

MODIFICATION OF RATES

Commencing with the first anniversary of this Agreement and continuing with each subsequent anniversary, the Service Charge shall be adjusted upwards by 2.5%. During the initial term of this Agreement, the County will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the County and the Contractor.

Renewals after the initial term of the agreement will be negotiated between the County and the Contractor.

TERMINATION

This Agreement between the County and Contractor can be terminated with 60 days written notice by the County based on:

1. County electing, in writing, not to exercise any of its option periods.
2. Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
3. Failure of the Contractor to abide by any of the conditions of this Agreement.
4. Any termination of the Contractor's services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set

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forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider.

The County reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition.

The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County;
2. Liquidated damages in the amount of five thousand (\$5,000) dollars for the first occurrence of improperly disposed of material;
3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand (\$6,000) dollars, third occurrence will equal seven thousand (\$7,000) dollars, etc.);
4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred (\$100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred (\$200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages which the County can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any

breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

TRANSFER AND ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

It shall be the responsibility of the Contractor to see that refuse service customers are provided with complete information about the service at all times.

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The County Administrator or his designated agent(s) may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

NO AGENCY CREATED

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect.

CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Agreement that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, this Agreement may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

GOVERNNING LAW

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be governed by and interpreted under the laws of the State of Georgia.

INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject however, to the limitations contained in this Agreement.

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement with respect to the obligations of the Contractor hereunder.

COMPLIANCE WITH LAWS

The County and the Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be in an original and all of which shall constitute but one and the same instrument.

RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and by this reference are made a part hereof and are incorporated herein.

HEADINGS

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

CONSTRUCTION AND MODIFICATION

This Agreement is to be construed consistent with the Official Code of Effingham County, Georgia, Chapter 66 – Solid Waste, Article III – Residential Collection and Disposal Services (hereinafter referred to as “Ordinance”). To the extent this Agreement cannot be construed consistent with the Ordinance, the Parties agree that this Agreement shall be amended to the extent necessary to comply with the Ordinance or any subsequent changes to the Ordinance.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
Wesley Corbitt
Chairman



ATTEST: S. Johnson
Stephanie Johnson
Effingham County Clerk

Date: 11/07/2017

FOR THE CONTRACTOR

BY: [Signature]

Title: Vice President

Attest: [Signature]

Date: 11-10-17



DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract;
- and;
- 2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

Atlantic Waste Services, Inc. (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **17-001 – Solid Waste Collection and Recycling Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

B.B. Welch

 CONTRACTOR

11-10-17

 DATE



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November, 2017

Ashley L Bashlor

 Notary Public

My Commission Expires: 08/17, 2021



ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

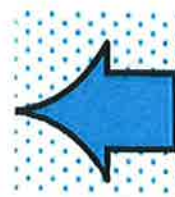
Know all men by these presence, that I (We), Ben B Wall, Jr. VP, Atlantic Waste Services, Inc.
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract titled **17-001 – Solid Waste Collection and Recycling Services** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.


SIGNATURE

11-10-17
DATE:



DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

I, Ben B. Wall, Jr., as V.P.
Name of individual Title & Authority

of Atlantic Waste Services, Inc., declare under oath that the above statements, including
Company Name
any supplemental responses attached hereto, are true.

[Signature]
Signature

State of: Georgia County of: Chatham



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 day of November 2017

By Ben B. Wall, Jr. representing him/herself to be V.P. of the company named.

[Signature]
Notary Public

My Commission Expires: 08/17, 20 21



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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 agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar 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. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

E-Verify 358555
EEV/ Basic Pilot Program* User Identification Number

B. B. Wall, Jr.
BY: Authorized Officer or Agent
(Contractor Name)

11-10-17
Date



Vice President
Title of Authorized Officer or Agent of Contractor

Ben B. Wall, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 20 17

Ashley L Bashlor
Notary Public



My Commission Expires: - 08/17, 20 21

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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 will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

E-verify 358555
EEV / Basic Pilot Program* User Identification Number

9-10-10
Date of E-Verify Authorization

125 B Pine Meadow Dr
Pooler, GA 31322
Address

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

11-10-17
Date

Vice President
Title of Authorized Officer or Agent of Subcontractor

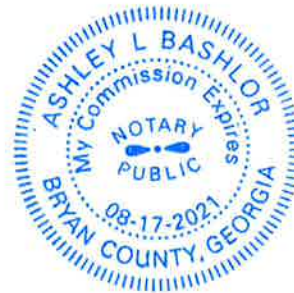
Ben B Wall, Jr
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 2017

[Signature]
Notary Public

My Commission Expires: 08/17, 2021



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Fleet Listing

Contractor: ATLANTIC WASTE SERVICES, INC

	VEHICLE MAKE	VEHICLE MODEL	VEHICLE YEAR	FULL VIN OR SERIAL NUMBER	TAG
1	MACK	LR	2018	1M2LR06C 9JMM003490	
2	MACK	LR	2018	1M2LR06C 7JMM003486	
3	MACK	LR	2018	1M2LR06C 9JMM003487	
4	MACK	LR	2018	1M2LR06C 0JMM003488	
5	MACK	LR	2018	1M2LR06C 0JMM003491	
6	MACK	LR	2018	1M2LR06C 2JMM003492	
7	MACK	LR	2018	1M2LR06C 2JMM003489	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (USI Insurance Svc CL Savannah) and INSURED (Atlantic Waste Services, Inc.). Includes contact info for Jacquelyn Tucker and a list of insurers (Great American Assurance Company, Rockhill Insurance Company, Hamilton Specialty Insurance Company, Great American Insurance Company of NY) with their NAIC #s.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance policies: COMMERCIAL GENERAL LIABILITY (GLP376325902), AUTOMOBILE LIABILITY (CAP376325802), UMBRELLA LIAB (FF01561802), EXCESS LIAB (AHSFF11049001), and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC376326002). Includes details on coverage types, policy numbers, effective dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Blanket Waiver of Subrogation applies on General Liability policy. Blanket Additional Insured applies on General Liability, Excess Liability and Auto Liability policies. General Liability coverage is primary and non-contributory.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Effingham County, 601 North Laurel St., Springfield, GA 31329) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: B. M. Carl).

AMENDMENT NO. 1

TO

SOLID WASTE COLLECTION AND RECYCLING SERVICE AGREEMENT (17-001).

This Amendment to Solid Waste Collection and Recycling Service Agreement (hereinafter referred to as this "Amendment") is made and entered into effective May 6, 2018 (the "Effective Date") between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and **ATLANTIC WASTE SERVICES INC.** (hereinafter referred to as the "Contractor"), a Georgia corporation maintaining an office located in Pooler, Georgia.

RECITALS

A. The County and Contractor entered into that certain Solid Waste Collection and Recycling Service Agreement in November 2017 (hereinafter referred to as the "Agreement"), pursuant to which Contractor agreed to provide waste management and recycling services to the County.

B. The parties desire to enter into this Amendment to add services to the Agreement as more fully set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and Contractor agree as follows:

1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of **\$180 per haul** and an additional **\$44 per ton** for disposal of the waste water sludge.
2. Continuing Effect. Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.
3. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
4. Amendments and Modifications. The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.
5. Execution of Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original.

6. Authority. Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley B. Corbitt
Wesley Corbitt
Chairman

ATTEST: A. Johnson
Stephanie Johnson
Effingham County Clerk

Date: 05/01/2018

FOR THE CONTRACTOR

BY: B. B. Wolf

Title: President

Attest: [Signature]

Date: 5/1/2018

SECOND AMENDMENT TO
THE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA
AND
ATLANTIC WASTE SERVICES, INC.

THIS FIRST AMENDMENT, made this 7th day of September, 2021, to the Agreement dated November 7th, 2017 by and between the Board of Commissioners of Effingham County, Georgia (the "County") and Atlantic Waste Services, INC. (the "Contractor").

Whereas, the County and The Contractor desire to extend the contract period.

Whereas, the County and The Contractor desire to document the rate changes for the Convenience Center.

Now, Therefore, the County and the Contractor agree as follows;

Section 1. TERM OF CONTRACT. This section of the Agreement shall be amended to replace the existing language with the following:

The initial term of the Agreement shall extend through December 31, 2025. The term of this Agreement shall automatically extend for up to two (2) additional four (4) year terms thereafter unless either party gives the other party at least ninety (90) days' notice in writing via certified mail of its intention to terminate the agreement. Notwithstanding anything herein to the contrary, The County may reject and terminate the Agreement during the term hereof in accordance with O.C.G.A. §36-60-13, (a) by a majority vote of the Board of Commissioners to terminate the Contract in a duly noticed meeting of the Commissioners.

Section 2. CONVENIENCE CENTER.

Contractor may charge a fee of \$.09 cent per pound or \$180.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection

Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The price for tires will be \$.25 cent per pound. The price is for tires with or without a rim.

Contractor will accept up to 200 tons of nonperishable and non-hazardous waste on an annual basis from the County and/or City Public Works. This disposal will be at no additional cost to the county.

The Parties agree the rates adjustments reflect reasonable cost increases to Contractor's cost to provide high quality service to the County and its residents.

Section 3. MODIFICATION OF THE CONTRACT. Except expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no other amendment of the terms of the Agreement is intended hereby and all terms and conditions of the Agreement shall remain in full force and effect.

Section 4. ENTIRTY. This Amendment is hereby incorporated in the Agreement and together therewith contain the entire Agreement between the parties as to matters contained therein. Any oral representations and modifications concerning this Agreement shall be of no force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 7th day of September, 2021

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
NAME: Wesley M. Corbitt
TITLE: Chairman

ATTEST:
BY: S. Johnson
NAME: Stephanie Johnson
TITLE: County Clerk

ATLANTIC WASTE SERVICES, INC
BY: Bep B. Wall J.
NAME: Bep B. Wall J.
TITLE: President

ATTEST:
BY: Misty M. Cooler
NAME: Misty Cooler
TITLE: Sales Coordinator

