

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this ___ day of _____ 2022, by and between the **CITY OF FOREST PARK** a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT** or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 **Biomedical Waste:** Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 **Bulk Items:** Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.8 **City:** City of Forest Park, Georgia.

1.9 **Small Commercial Unit:** A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 **Commercial Premises:** All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 **Commercial Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 **Container:** A Bin, Cart, or Roll-Off Container.

1.13 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** 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.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include, insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C &D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the

Containers. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall

submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
Thanksgiving Day
Christmas Day
Memorial Day
Labor Day
Independence Day
Juneteenth

Contractor shall observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. 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 from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

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

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution

of the customer complaint, Contractor will close the report or ticket and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

- 4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 4.4.3.2 Action taken to satisfy request or resolve complaint
- 4.4.3.3 Date of communication with Customer
- 4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

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

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or

impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City 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:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within five (5) business days – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within a reasonable amount of time based on the circumstances of such damage: \$300.

6.10 Failure of the Contractor to ensure that each equipment operator is properly licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, 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 Contractor, 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 City 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 City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor 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 City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor 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 City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City 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 City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to

indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor's gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express

obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

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

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
Employer's Liability \$1,000,000
Bodily Injury Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 aggregate
Property Damage Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 each occurrence
Automobile Bodily Injury \$1,000,000 each person
Liability \$1,000,000 each occurrence
Automobile Property Damage Liability \$1,000,000 each occurrence
Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

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

Section 15.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way,

bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if

non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services

provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on March 1, 2023, with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until February 28, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

Mayor

ATTEST:

Clerk

(SEAL)

GEORGIA WASTE SYSTEMS, LLC.

By: _____

Name: _____

Title: _____

ATTEST:
