

CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into on the _____ 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 **WASTE PRO OF GA INC.**, 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 and disposal 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 and disposal 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 and disposal services provided by Contractor; and

WHEREAS, City agrees to pay for residential 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 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 swimming pools, large toys, bicycles, fish aquariums, and other similar items.

1.3 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.

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

1.5 City: City of Forest Park, Georgia.

1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.

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

1.8 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.

1.9 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 it's duly authorized representative.

1.10 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.

1.11 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.

1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.13 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.

1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, Hazardous Waste, or other unacceptable materials.

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

1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.17 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.

1.18 Multi-Family Dwelling shall mean 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 Service Unit shall mean each unit or units within the following that set out their Residential Solid Waste in single-family residential-type storage containers: single family homes, duplexes, triplexes, quadraplexes, and mobile homes. Service Unit and Residential premises may be used interchangeably.

1.20 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.21 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: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the City. 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.

1.22 2.4 Biomedical Waste shall mean 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.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The work under this Agreement shall consist of the work and services to be performed in the collection and disposal of Residential and Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement as further supplemented below.

2.2 Education:

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

2.3 Clean Sweep:

Clean Sweep events will be scheduled for 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 Open Top Roll Offs 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 hazardous 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. 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, 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:

A. Contractor shall collect Garbage and Rubbish contained within a 96 Gallon Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in the Cart and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3.

B. Reserved.

C. Contractor shall collect bagged, bundled or tied yard waste material from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only bagged, bundled or tied yard waste material at Curbside by 7:00 AM on the designated collection day. Yard waste limits are as follows: Up to 8 bags, limbs no longer than 4', limbs no thicker than 4", not to exceed 40lbs each.

D. Contractor shall collect Bulk Items from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place Bulk Items at Curbside by 7:00 AM on the designated collection day, subject to the following:

i. Each Residential Premises may place up to five Bulk Items (excluding refrigerators and air conditioning units) per collection day at Curbside.

ii. For each Bulk Item in excess of five items, the Residential Premises will be charged \$_____ per item.

E. Contractor shall provide free sanitation services to the City facilities listed on Exhibit A, incorporated herein by reference as if fully set forth herein.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential and Commercial Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. All equipment will remain the property of the contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the customer that causes damage to the contractor's equipment. The amount charged shall not exceed Contractor's cost for the Equipment. 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 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 container at Curbside on pick-up day. In no case will the quantity of persons receiving back door pick-up exceed three percent (3%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, 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 event will side door or 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 30 pounds in weight.

3.4 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City

roadways. Containers 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, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. 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 Service Unit, any legitimate ground for refusal to provide Collection Services for any type of waste placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the City, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) timely place for Collection any waste at the proper location or (ii) placement of excluded materials in the Cart.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation

Collection of 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
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) 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 complai nt
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 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 within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the 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 Service Unit
- 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 local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

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 Residential Solid Waste 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 B, attached hereto and made a part hereof.

5.2 Adjustments to the rates:

(a) Annual Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average (month)over (month) of the current year to April over April of the previous year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year.

(b) Reserved.

(c) Rate Adjustments Due to Significant Cost Changes:

(i) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due.

(ii) Extraordinary fuel rate increases.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 Renegotiation of rates:

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.

5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service at any location at the direction of the City.

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 twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day of collection shall be considered a violation of this Agreement.

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 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 within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, per occurrence: \$150 each for the first ten missed collections within a calendar weeks thereafter \$300 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the City a Service Plan to remedy reports of failure to collect material from a Service Unit. The City hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

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 within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.5 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 — per occurrence: \$300.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks 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. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the City's right of way, In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the City's receipt of the report of the third such spill.

6.7 Failure of Contractor to comply with any State or local littering laws —per occurrence: \$250 in addition to any applicable fines levied.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within 72 hours – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within seven days: \$300.

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

6.11 Failure of the Contractor to follow the agreed-upon schedule for collection: \$300 per occurrence.

6.12 Failure of the Contractor to complete a route on a regular collection day: \$300 per route not completed.

6.13 Failure of the Contractor to insure that each vehicle is properly equipped with rakes, brooms, shovels, spill kits, safety flares and/or reflective equipment: \$300 per occurrence.

6.14 Failure to provide notification to customers prior to residential route changes: \$300.

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 Contract 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 contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or pandemic), 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. The City may conduct safety inspections from time to time at its cost. Such inspections shall not relieve the Contractor from its obligations to adhere to safety requirements nor shall such inspections create any City liability.

Section 11.0 - Term

The term of this Agreement shall begin on _____ 2022 and continue for a period of three (3) years. The term shall automatically renew for additional two-year periods unless the City or the Contractor provides the other party with written notice at least one-hundred eighty (180) days prior to the termination of the term or renewal term.

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.

12.2 - 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 within three (3) days.

12.3 - 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:

- (a) Transfer station tonnage reports
- (b) A report of observed potential code violations at commercial and residential properties, such report including the type of violation, address and any other information that would aid the City in addressing such violations.
- (c) Total tonnage reports of solid waste disposed within the time frame set forth in any request, identified by source and type.
- (d) A report on destination and disposal site locations.
- (e) Reports on consumer complaints with a description of the problem and the resolution of the problem.

12.4 - In the event of an equipment failure or other circumstances that interrupt normal refuse 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 circumstance, 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

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 Contract.

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.

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 provision of services except normal wear and tear. 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 Assignment

Contractor's rights accruing under this Agreement may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal 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 and disposal 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 and disposal services during the term hereof or any renewal terms.

In furtherance of such grant, City shall take any and all actions, which may be necessary or desirable to enforce the grant of such, exclusive right to Contractor.

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

In the event of an alleged material breach of this Agreement, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Agreement.

Section 21.0 – Default

21.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the Defaulting party, or this Agreement may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the Defaulting party under this Agreement. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the City terminates this Agreement, the City may immediately assign the Service Units previously serviced pursuant to this Agreement to other haulers with whom the City has an agreement for Residential Solid Waste Collection at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the City.

21.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the City's fault, any unwarranted and intentional

neglect, failure or refusal of the Contractor to comply with any material provision of this Agreement within 30 days after written notice from the City setting forth the specific provision and noncompliance, said notice to be mailed to Contractor as provided herein, the City, upon notice to the Contractor and hearing, may, for good cause declare this Agreement forfeited and exclude the Contractor from further use Of the City streets and the Contractor shall thereupon surrender all rights in and under this Agreement.

21.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

21.2.2 The City shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Agreement. After receipt of notice from the City, Contractor shall acknowledge receipt of such notice and shall promptly provide the City with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

21.3 Events of Default by the City: The following shall constitute events of Default on the part of the City, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

21.3.1 A failure by the City to timely perform any obligation under the terms of this Agreement and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if City commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the City and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

21.3.2 The City being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up,

reorganization, insolvency, arrangement or similar proceeding instituted by the City under the laws of any jurisdiction or against the City, if the City does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the City, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the City, which shall substantially interfere with its performance hereunder.

21.3.3 Contractor shall, as soon as practical, notify the City of any failure on the City's part to comply with the terms of this Agreement. After receipt of notice from the Contractor, the City shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the City, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the City.

Section 22.0 – Miscellaneous Provisions

22.1 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.

22.2 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

22.3 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.

22.4 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.

22.5 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.

22.6 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: _____

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 part in accordance with this Section 22.6. 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.

22.7 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.

22.8 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 take 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.

22.9 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.

22.10 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.

22.11 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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)

WASTE PRO OF GA INC.

By: _____

Name: _____

Title: _____

ATTEST:

EXHIBIT A

List of City Facilities

EXHIBIT B

RESIDENTIAL RATES

Weekly collection solid Waste from contents of 95-gal cart, bulk items, yard waste:

Base service charge: **\$17.81** per month per Service Unit

Tonnage Charge: **\$49.72** per ton collected

Additional cart charge: **\$10.07** per cart, per month, per Service Unit

COMMERCIAL RATES

Front Load Rates:

MSW FEL	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	6X WEEK
4 YARD	124.64	229.05	333.46	437.87	542.28	646.69
6 YARD	148.14	276.04	403.95	531.86	659.76	787.67
8 YARD	171.63	323.03	474.44	625.84	777.24	928.64

Extra Pick Up Fee: \$100.00 per dumpster

MSW Roll Off & Compactors:

Size	Haul Rate	Disposal	Rental	Delivery
30 Yard compactor	225.00	50.00 per ton	755.00	Quote on order
35 Yard compactor	225.00	50.00 per ton	775.00	Quote on order
40 Yard compactor	225.00	50.00 per ton	795.00	Quote on order
Break away Compactors	N/A	N/A	\$700-\$799 site inspection needed	Quote on order
40 yard Receiver Box	\$225.00	50.00 per ton	125.00 per month	Quote on order
20 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

30 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00
40 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

Other conditions:

1. Roll off hauls that we are unable to haul due to circumstances created by the customer (blocked, damaged equipment etc.) Dry run fee of \$185 will be applied.
2. Any short pays on commercial invoices must be approved by both parties.
3. Roll off disposal charges change as follows (Recycling, Cardboard, & Metals \$59/ton, C&D \$45/ton).