

WASTE COLLECTION and DISPOSAL AGREEMENT

This Agreement is made and entered into this ____ day of **May 2023**, by and between Coffee County, hereinafter referred to as “Owner” and _____, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the Owner published a request for proposals (RFP) to collect and dispose of residential, light commercial and commercial municipal solid waste for Coffee County (hereinafter the “Service Area”);

WHEREAS, Contractor responded to said RFP and was later selected to be the service, Contractor;

WHEREAS, the Contractor understands that it must comply with all terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the following definitions:

1.1 ACCEPTABLE SOLID WASTE:

Mixed household solid waste, commercial solid waste, industrial solid waste, mixtures of household, commercial and industrial solid waste, and construction and demolition waste, all of which are permitted under the governing permits and applicable laws to be managed at the Landfill and that are not otherwise Unacceptable Solid Waste.

1.2 ANIMAL CARCASS:

A deceased animal or portion thereof greater than ten pounds in weight that has expired from any cause except those slaughtered or killed for human use.

1.3 APPROVED CONTAINERS:

- a. 90 to 100-gallon carts shall be provided by Contractor;
- b. Contractor shall provide carts for new customers and replacement of broken, damaged, or stolen carts.

1.4 BULKY WASTE:

White goods, appliances, furniture and other materials with weights or volumes greater than those capable of being placed in Approved Containers, not to include construction demolition waste.

1.5 CONSTRUCTION AND DEMOLITION DEBRIS:

Waste building materials resulting from construction, remodeling, repair or demolition operations either residentially or commercially.

1.6 DOMESTIC WASTE:

Waste, garbage, rubbish, and trash as are ordinarily generated at a residence or light commercial establishment. By way of example, such waste includes, but is not limited to, waste accumulated from the preparation, processing, consumption, handling, packing, canning, storage and decay of food products, food containers and other consumer goods containers, waste wood, paper, plant,

crockery, cloth, glass, small appliances, such as, fans, toasters, lamps, small chairs, packing materials, floor sweepings, and deceased animal matter of less than 10 pounds.

1.7 ENVIRONMENTAL LAWS:

All applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation, or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

1.8 HAZARDOUS WASTE:

Any chemical, compound, mixture, substance or article which is now or later may be designated by the United States Environment Protection Agency or appropriate agency of the State to be “hazardous waste” as that term is defined by or pursuant to Federal or State law or regulation.

1.9 LANDFILL:

EPD approves waste disposal facility permits to receive any waste covered by this contract.

1.10 COMMERCIAL UNIT:

A business unit within the Service Area which uses Approved Commercial Containers as defined herein.

1.11 LIGHT COMMERCIAL UNIT:

A business unit within the Service Area which uses an approved 90 – 100-gallon cart as defined herein.

1.12 REFUSE:

Domestic waste generated at a residential unit, light commercial unit or commercial unit unless the context otherwise requires.

1.13 RELEASE:

Any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface, water, groundwater, wetlands, lands or subsurface strata.

1.14 RESIDENTIAL UNIT:

A dwelling within the Service Area occupied by a person or group of persons. Each unit of an apartment, condominium dwelling or multi-family dwelling of any kind, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, Contractor will collect from each Residential Unit all domestic waste in Approved Containers.

1.15 ROADSIDE:

This term shall mean at or near the curb and mailbox in front of any residence or business easily visible and accessible to Contractor. Such area shall be at least within 3 to 6 feet from the edge of the road and shall not block mailbox.

1.16 SPECIAL SERVICES:

a. **Disabled Household:**

A residential Unit in which there is no one physically capable of placing Domestic Waste by the roadside, and which has registered with the **Owner (Coffee County Solid Waste)** on a form prescribed by the **Owner (Coffee County Solid Waste)** as a Disabled Household. Medical proof of disability may be required before this service may be provided. Contractor must comply with all HIPAA and other privacy laws in the management of the medical proof described herein. Renewal of such medical disability form shall be required no more than every two years unless other circumstances negate such renewal.

b. **Other Discretionary Services:**

Contractor may provide special services to Subscribers on terms negotiated and agreed upon between the parties. However, when special services are being offered to any group of Subscribers, Contractor must notify in writing Owners of the intent to provide these services, the nature of said services and affirm that those services shall be available to all residents based on the same terms submitted to Owner for review and approval. These services may include but are not limited to:

- (i) Removal of yard waste exceeding mandatory pick-up requirements under this contract. (See 3.2(c)).

1.17 UNACCEPTABLE SOLID WASTE:

Any and all solid waste which the Landfill is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, recycled waste, and other materials deemed by state or federal law.

a. **For purposes of this Agreement, "Unacceptable Solid Waste" also means:**

- (i) Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous or otherwise ineligible for disposal at the applicable disposal facility;

- (ii) Explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

- (iii) Any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the applicable disposal facility or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the

applicable disposal facility or has an unreasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- b. **Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator of said waste and shall not be deemed to pass to OWNER at any time, even if improperly disposed of in Owner's landfill. Acceptable solid waste shall become property of Owner once legally and properly disposed in the landfill.**

2. **TERM OF AGREEMENT**

This Agreement shall be binding on all parties for a period of four (4) years beginning **May 1st, 2023**, and ending **April 30th, 2027**, (the "Term"). Upon the mutual agreement of the parties, this Agreement may be renewed for additional terms of single or multiple years. Prior to the end of the Term of this Agreement, the parties may enter into negotiations to establish acceptable terms for a new agreement or to extend this Agreement. Negotiations shall be completed no later than One Hundred Twenty (120) days prior to the end of the Term, and any new agreement or extension must be approved by Coffee County in an open meeting and then executed in writing before any such agreement shall be binding on the parties. The parties may at the end of the Term, temporarily extend this Agreement while negotiating any new contract desired by the parties. Any extension period will be included in the definition of "Term". This Agreement is subject to the multi-year provisions of O.C.G.A. § 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the Agreement consistent with the provisions of this contract.

3. **SERVICES**

3.1 **General Summary**

The services to be provided by the Contractor shall be for unincorporated Coffee County. After collecting each unit, Contractor shall return containers to their normal positions, replace or properly handle trashcan covers, and be responsible for cleaning spills by its employees or in any way caused by its actions. Contractor shall not block or impair access to driveways or mailboxes.

(a) Changes in the Service

The County may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment which will require County Commission approval.

The Contractor shall proceed with the performance of any changes in the services so ordered by the County Administrator or designee unless the Contractor believes that such order entitles a change in the fee or time or both, in which event the Contractor shall give the County Administrator or designee written notice thereof within fifteen (15) days after the receipt of proposed changes.

(b) Changes in Fee

The Fee shall be changed only by a mutual agreement by the Contractor and the County transmitted as a Contract Amendment approved the County Commission. The Contractor shall, when required by the County, furnish to the County the method and justification used in computing the change in fee as related to the services ordered.

3.2 Specific Services

(a) Collection of Residential Solid Waste

The Contractor shall collect unincorporated Residential Solid Waste from all unincorporated Residential Premises who subscribe with the Owner one (1) time per week at the Curbside. The Subscriber will receive a 90 - 100-gallon Cart from the Contractor. The Subscriber shall place only unincorporated Residential Solid Waste in the Cart and shall place the Cart at the Curbside no later than 5:00 a.m. on the designated collection day and in a location as determined appropriate by the Contractor. Contractor shall not ask any residential customer to move or relocate their cart to the opposite side of the roadway for pickup. Contractor shall not be responsible for the collection of unincorporated Residential Solid Waste not placed in a Cart that is not provided by the Contractor, from any Cart not in the proper location at the Curbside, or waste other than Residential Solid Waste, unless otherwise provided for in this Agreement.

The Contractor shall dispose of all unincorporated Residential Solid Waste at the Landfill and shall be responsible for the payment of all fees associated with disposal. The Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor shall pay those tipping fees set forth herein, the amounts of which for residential solid waste shall constitute the preferred rate for Contractor.

(b) Collection of Bulky Waste

The Contractor shall collect Bulky Items every other week from Subscribers on Contractor's scheduled collection days at the Curbside. Items shall be placed at Curbside by 5:00 a.m. on the designated collection day. Contractor shall be responsible for the proper disposal of all Bulky Items. **(Subject to modification)**

(c) Collection of Light Commercial, Commercial/Industrial Waste:

Contractor will provide collection of all unincorporated commercial customers currently serviced by the Owner. Contractor shall collect light commercial and commercial/industrial waste from residents, apartments, schools, institutional organizations, small businesses, manufacturing concerns, etc. This aspect of the work will be driven by customer demand, but generally may provide for the use of 90–100-gallon cans; four (4), six (6) and eight (8) yard dumpsters; and twenty (20), thirty (30), and forty (40) yard roll offs.

The contractor will service any unincorporated commercial container currently owned by the subscriber for the price listed herein. However, any new commercial account will obtain an approved container from the Contractor. Furthermore, as privately owned containers become unusable any and all new containers will be obtained from the contractor. **Disposal containers that have contents which decay or otherwise create odor shall be managed in a way so as not to create a persistent odor or unsanitary condition.**

(d) Carts

Contractor shall furnish one (1) 90 – 100-gallon cart to every unincorporated Residential Waste Subscriber and one (1) 90 – 100-gallon cart to every unincorporated Residential Recycling Subscriber (if applicable at a future date). Carts shall remain the Property of the Contractor. It shall be the responsibility of the Subscriber to properly use and safeguard the Carts and keep them in a clean and sanitary condition. Contractor shall maintain carts in a reasonably good condition. Contractor shall replace carts at no additional charge due to theft, damage, normal wear and tear, and damage caused over the course of use. Carts shall be of the same color and style. The color shall be selected or agreed upon by the Owner. Subscribers may request one additional Cart for

the approved contract price of (\$), from Owner for an additional volume of waste collection service. This additional cart pricing does not apply to rental properties, multiple housing units, mobile home parks, etc. This pricing only applies to a single address location who already has an existing account with Owner. The additional can price agreed upon herein, by the Owner and the Contractor shall not increase unless agreed to by both parties.

(e) Coffee County Waste Collection Sites

Waste collection “dumpsters” and “solid waste curbside roll carts” are to be provided by the Contractor at Coffee County owned sites below. This service shall be provided at no fee to the Owner or customer. Those addresses include:

Coffee County Sites:

- Coffee County Fire Dept. 941 Mahogany Road. one 4 cu yd dumpster
- Coffee County Road Dept. 255 HWY 221 N. one 4 cu yd dumpster
- Coffee County Volunteer Fire Stations eighteen solid waste roll carts
(List will be provided)

(f) Waste Collection & Service Interruptions

Current dates and routes of collection must be maintained as to not inconvenience County residents and citizens. Contractor will notify the Coffee County Solid Waste Director immediately when any service route is running behind so customers can be informed of the delay in service.

(g) Service Requirements

Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor shall make collections between the hours of 5 a.m. and 9 p.m. Noise and disturbance will be kept to a minimum. The work will be done in a sanitary manner. The Contractor’s employees will pick up trash spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck.

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

(h) Emergency Suspension

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Contractor will stop all work when so directed by the County during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

4. CONTRACTOR’S DELIVERY OF WASTE

4.1 Delivery of Acceptable Solid Waste to the Landfill:

Failure to deliver any contracted waste under this Agreement collected within the service area to the Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

4.2 Authorizations; Compliance with Law:

Contractor shall obtain or make available, as the case may be, all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment or delivery of waste contemplated hereby, whether Acceptable Solid Waste or Unacceptable Solid Waste. Contractor's activities hereunder shall comply in all material respects with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of solid waste; provided, however, that the terms of this Agreement shall govern the obligations of the Contractor where conflicting ordinances exist.

4.3 Waste Delivery Vehicles:

Contractor shall deliver Acceptable Solid Waste to the Landfill at its expense, in enclosed container vehicles or enclosed compactor vehicles complying in all material respects with all applicable regulations or procedures which are required by any governmental entity, including, but not limited to, any local rules and the permits pertaining to the Landfill.

5. SERVICE AREA

The Service Area shall include all unincorporated Coffee County, including the Incorporated City of Ambrose, Georgia for residential, light commercial and commercial collection.

6. METHOD OF CONTACT

All dealings, contacts, etc., between the Contractor and the Owner shall be directed to the Owners County Administrator or Owners chosen contact person of appointment (i.e. County Solid Waste Director). The Contractor shall designate its contact in writing to the Owners.

7. COLLECTION HOURS AND DAYS OF OPERATION

7.1 Hours of Operation

Collection of Residential Solid Waste shall not start before 5:00 a.m. and shall be conducted on weekdays only; except in the event of holidays or unavoidable equipment issues which prevent compliance with this provision on a short-term basis.

7.2 Collection Routes

Residential collection routes and schedules shall be established by the Contractor and provided to Owners. This schedule shall also be provided in electronic format to the Owners and shall provide address of each dwelling serviced, the route number, service day, and driver name. This list shall be updated at least every month or more as circumstances require. Contractor will provide each resident with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

Commercial/industrial routes and schedules shall be established by the Contractor and provided to Owners. This schedule shall also be provided in electronic format to the Owners and shall provide address of each dwelling serviced, the route number, service day, and driver name. This list shall be updated at least every month or more as circumstances require. Contractor will provide each Subscriber with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

There shall be no changes in routes which are not first approved by Owners. Notice shall also be given to the Owners in writing, said notice to be provided no later than two weeks prior to the

change of routes. Owners shall not unreasonably delay their approval of the same and approval shall be liberally granted in the absence of material concerns over service delivery. Anytime there is an approved route change, day of collection change, or other change that will impact customers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers at the Contractors cost.

Contractor will provide up to four “Trash Free” days for County residents throughout the year at the County’s choosing where roll-off containers will be provided and placed in specific areas of the County for residents to allow for a community clean up.

Contractor will furnish Coffee County Solid Waste Director with an electronic copy of the route schedule showing address of each dwelling and commercial account serviced in the County with route number and service day included in the report. The list shall be updated and provided every month or more often as needed depending upon changes.

7.3 Holidays

Contractor shall observe the following holidays:

NEW YEARS DAY
THANKSGIVING
CHRISTMAS DAY

Contractor may observe the following holidays:

MARTIN LUTHER KING'S BIRTHDAY (3RD MONDAY IN JANUARY)
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY (1ST MONDAY IN SEPTEMBER)
VETERANS DAY
CHRISTMAS EVE

In the event that the Landfill is closed in observance of holidays not provided herein, Landfill shall give two weeks' notice of said closure to Contractor, who will then notify Owner. Contractor may correspondingly observe said day as a holiday. The observance of any or all of the above holidays may be accompanied by the suspension of collection services on that holiday, provided, however, the Contractor shall cause the collection of solid waste, bulky items, yard waste or recyclables on the day following the holiday for those Subscribers whose collection day falls on the observed holiday. Contractor shall post all observed holidays on their website and publish an ad in the legal organ of the County four weeks prior to the holiday closure not less than one-quarter page size, detailing the holiday closure and a schedule relating to trash pick-up for the holiday period thereby notifying the general public in advance of each holiday closure.

7.4 Complaints

All subscriber complaints about services shall be made directly to Coffee County Solid Waste Department and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are confirmed, shall

arrange for the collection of the Residential Solid Waste not collected within 24 hours after the complaint is received.

Contractor shall establish a written policy for addressing Subscriber complaints as well as a methodology for documenting said complaint, the resolution of that complaint, and the duration of time associated with said resolution. Contractor shall provide on a monthly basis to Owner a statistical summary of those complaints, as well as a list of Subscribers lodging said complaints. Owner expects Contractor to exercise a high degree of professionalism in the resolution of any Subscriber complaint. Likewise, the efficiency with which complaints are resolved, and the satisfaction of the Subscriber with Contractor's solution shall be a criterion by which Contractor shall be evaluated under this Agreement. Habitual poor response and/or resolution to Subscriber complaints shall be a basis for Owners sanctioning in a manner suitable for the infraction as determined by Owners, including termination of this Agreement.

7.5 Local Office

The Contractor shall maintain an office in **Douglas, Georgia** and **local telephone number** in Coffee County and shall be open and available at all times between the hours of 8:00 a.m. and 5:00 p.m. of each normal working day, except Saturday, Sunday and holidays, have an employee available at such telephone number with whom Subscribers, or County residents and the County, its employees or agents may communicate to discuss or refer a complaint or inquiry regarding waste collection and disposal service provided hereunder. Such office and facility shall be equipped with sufficient telephones to adequately handle normal contacts from residential and light commercial customers. Contractor shall provide approved and reliable communication equipment, such as radio or telephone, for communication between all collection vehicles and the Owner's office. Contractor shall also provide a **separate local telephone number** apart from the customer line for the County to have to contact the Contractor at the local office at any time during the course of the normal business day of 8:00 am and 5:00 pm. (This number will be a landline number at the Douglas office. Cell phone numbers and 800 numbers will not be acceptable for this type of communication between the Contractor and the Owner, nor between the Contractor and the Owner's subscriber).

7.6 Collection Equipment and Personnel

The Contractor shall provide an adequate number of standard waste collection vehicles, together with properly trained personnel, to provide waste collection services as required under the terms of the Agreement. All vehicles, cans, and other equipment shall be late model and specifically designed for collection of Residential Solid Waste material and shall have fully enclosed leak resistant compaction bodies. Vehicles and equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have clearly visible on each side the name and telephone number of the Contractor. Contractor will require all of its employees and personnel to be courteous and considerate to all citizens. Employees shall wear uniforms or an identifying shirt that signifies that they are an employee of the Contractor. Vehicles are required to have highly visible strobe/flashing lights on the rear of the vehicle for identification during operation of refuse pickup along highways. It is highly recommended that a stop bar light (that as which a school bus has during stops) is installed for oncoming traffic to see when vehicle is making stops in a high traffic area.

Any damage caused by the Contractor or Contractor's equipment will be immediately corrected at the Contractor's expense. This includes fluid leaks of any type. Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this

leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the County Road Department and the Coffee County Solid Waste Director. The report will include the address(es) of the area the spilled occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the County Road Department which will be responsible for approving that the clean-up was satisfactory and accepted.

Contractor must maintain a website for customers to view and locate their business and to receive notices.

Contractor must have a web-based program for County staff to enter work orders/service orders for cart repairs, replacements, deliveries, pickups, etc. and allow status of orders be tracked electronically and reports to be created and printed monthly by address, date, work order, etc.

Contractor's drivers must keep a record each day of all carts that are not placed at the roadside for pickup by the customers, that includes the customers address, date, time of service, and drivers' name. This report from each driver/route should be emailed to the Coffee County Solid Waste Director the following business day no later than 9:00 AM. This serves as a record for both the Contractor and Coffee County as a solution to minimize customer complaints for missed pickups. This report should be maintained on record for at least 12 months at contractor's office.

The County requires that each side of the curbside roll cart have a reflective emblem or tape on it for safety purposes. All garbage collection equipment will be maintained in good repair and appearance.

Contractor will provide Coffee County Solid Waste Director with a listing of all company employees each month that services any accounts. This list will include employees Name, job title, date of employment, and route/truck number (if applicable). This list should coincide with the route schedule that is provided to Coffee County Solid Waste for pick-up of trash service.

7.7 Hauling

All refuse hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any refuse lost during such transfer will be cleaned up immediately by Contractor.

7.8 Access

The Contractor shall provide collection services to all Subscribers, residential or commercial, located on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by Subscribers. Subscribers not accessible to standard waste collection vehicles or locations not currently being utilized by Subscribers, the Subscriber shall place Carts at an accessible location on a publicly owned or private roadway agreed upon by the Owner, Subscriber, and the Contractor. If Subscribers cannot place Carts or containers (or Residential Solid Waste material containerized in a manner acceptable to the Contractor for Collection) on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by Subscribers, then the Contractor may offer to provide collection service at another location if the Subscriber agrees to compensate the Contractor for any additional costs incurred in providing such special service.

7.9 Collection Day Changes:

There shall be no changes to collections days or schedules without written notice to Owners. Said notice is to be provided no later than two weeks prior to the change in collection days or schedules. Owners must approve any changes in Contractor's collection schedule. Anytime there is an approved change day of collection, or other change that will impact Subscribers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

8. APPROVED CONTAINERS

Garbage placed for collection by Residential Units, Light Commercial and Commercial Units shall be placed in Approved Containers as defined herein.

9. EXTRAORDINARY MATERIALS

Hazardous waste, animal carcasses, construction debris (all as defined herein), body wastes, abandoned vehicles, and large equipment and parts will not be collected by the Contractor under the terms of this contract. The Contractor, however, may collect such items under private agreement with residents and light commercial customers.

10. COLLECTION RATES AND OTHER FEES

Collection rates and other fees associated with this Agreement are attached hereto in Addendum A. All rates set forth in Addendum A with the exception of Rolloff Services include an approved container and corresponding tipping fee. Moreover, all rates set forth in Addendum A shall remain unchanged for _____ calendar years from the execution of this Agreement. For this Agreement to be binding, Addendum A must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement _____ years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners.

11. CPI ADJUSTMENTS, IF ANY, TO BE NEGOTIATED

12. CONTRACTOR DUTY TO INDEMNIFY AND DEFEND

Contractor agrees to indemnify, defend and hold harmless Owners and its subsidiaries and affiliates, and their respective directors, officers, agents and employees (the "Owners Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons, including any Owners Indemnified Parties, caused (i) by the breach of any material term, covenant, agreement or undertaking herein of Contractor or (ii) by the negligence or willful misconduct of Contractor. This duty to indemnify specifically indicates the duty to defend. In this regard, Contractor shall be responsible for all cost associated with any claims, suits, investigations, Administrative Action, or any other legal proceeding where Owner is being called upon to be responsible for any action by the performance of this agreement. The duty to defend shall include all costs, including, Attorney's Fees, all cost of investigation or litigation, including but not limited to incidental costs and fees, and any other expense whatsoever.

13. BILLING AND COLLECTION

Billing and collection for unincorporated Residential Units, unincorporated Commercial/Industrial Units and unincorporated Light Commercial Units for Coffee County shall be the responsibility of Coffee County. All complaints regarding billing shall be made directly to the Coffee County Solid Waste. Coffee County Solid Waste shall give all complaints prompt and courteous attention. The Contractor shall process all billing and bill related problems with the Coffee County Solid Waste Director. Contractor will be provided a monthly cart count no later than the 28th day of each month for billing purposes. All bills, route

issues, route changes, delays in service, cart delivery/inventory, holiday closures, etc., should be addressed directly to the Coffee County Solid Waste Director.

14. INDEPENDENT CONTRACTOR STATUS AND CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of its performance of this contract.

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name, as well as appropriate reflective safety wear.

Each employee, subcontractor or assignee of Contractor who drives a vehicle pursuant to his or her duties under this contract shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment or services by the Contractor for reasons of age, race, sex, creed, religion, national origin or status of disability in violation of Federal or State law.

Services rendered by Contractor under this contract are not rendered as an Owners employee, and amounts paid under this contract do not constitute compensation paid to an employee. It is understood that the relationship of Contractor and the Owner is that of an independent contractor and the Owner does not retain control of the mode, manner and method of performance of the work associated with this Agreement. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States. The parties hereto expressly agree that Contractor, as an independent contractor, is not an Owners' agent or employee, and such as, is solely responsible for Contractor's own employment taxes, workers compensation premiums, and similar expenses and benefits. The Owners assumes no liability for the actions of Contractor or its agents or employees. This contract does not create any joint venture, partnership, undertaking, or business between the parties hereto, nor any rights or benefits to third parties.

15. OWNERS EMPLOYEES

The Contractor shall hire all Owner employees which currently provide collection services for Owner's collection and hauling operation. No employee shall be required to accept employment by the Contractor. Said employment is mandatory provided these employees pass any pre-employment drug screen and criminal background check.

If hired, these employees will be paid at a rate equal to or higher than their current hourly rate. They shall also be provided those benefits set out in Addendum G.

These employees shall be guaranteed one year employment by Contractor provided their performance, conduct, attendance and other employment responsibilities are minimally satisfactory to Contractor. Any pre-textual and unsubstantiated basis for termination of any employees transferring employment under this Agreement shall be a basis for terminating this Agreement with Contractor.

16. INSURANCE

Contractor shall maintain in full force and effect insurance of the type and in the amount set forth below. Contractor shall furnish to the Owner with its execution and delivery of the Agreement and at each annual anniversary of the date of the Agreement, or at any time upon the Owner's request, certificates of

insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force and certifying that the Owner shall receive 30 days' notice prior to any modification, revocation, cancellation or non-renewal of said insurance. No such insurance coverage shall have retentions or deductibles of the insured in excess of \$10,000 per occurrence.

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability and Property Damage (Except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000.00 \$100,000
Excess Liability Umbrella	\$5,000,000 aggregate
Pollution and Environmental Liability	\$5,000,000 per occurrence and Remediation Coverage

The Owners shall be named as an "Additional Insured" on each such policy. Coffee County GA must be listed on all insurance policies to include its employees, Elected Officials, & Officers.

All insurance contracts or policies procured by Contractor pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the Owner and shall be issued and maintained by insurance companies authorized to do business in the State of Georgia and reasonably acceptable to the Owner.

Any failure to provide such evidence of, or to maintain, insurance as required by this Section shall be grounds for termination of the Agreement.

Contractor shall not be permitted to purchase any policy that allows payment of claims where costs and expense of litigation will diminish the required limits purchased pursuant to this liability contract.

17. FORCE MAJEURE

From and after the commencement date, Contractor's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Contractor unless such cause is a result of action or non-action by Contractor.

18. GUARANTEE / CERTIFICATION

The Contractor agrees to guarantee its actions pursuant to this agreement by providing to Owners either a performance bond acceptable to the Owners, or letters of personal guarantee from the Contractor, or a letter of credit from a banking institution authorized to transact business in the State of Georgia and approved by the Owners.

19. DEFAULT

19.1 Events of Default:

Each of the following shall be an "Event of Default" under this Agreement:

- a. If either party fails to observe and perform any material term, covenant or agreement contained in the Agreement on its part to be performed and such failure continues for a period of 30 days after written notice specifying the nature of such failure and requesting that it be remedied; or

- b. Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.
- c. Contractor fails to pay any undisputed amounts, including without limitation any undisputed Disposal Fee or Transfer Station Fee, which become due hereunder, within 30 days after written notice of delinquency from Owners, or
- d. Contractor fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Contractor specifying the nature of such failure and requesting that it be remedied; or,

20. REMEDIES ON DEFAULT

Upon an Event of Default, following the applicable periods set forth above, the non-defaulting party shall have the option to terminate this Agreement in writing and pursue its right under this Agreement and under Georgia Law.

21. 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 for fifteen (15) days after the other party has given the defaulting party written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may:

- a. Terminate this Agreement, as of any date which the said other party may select provided curing.
- b. Cure the breach or default created by the breaching party, at the expense of the breaching or defaulting party; and/or,
- c. Have recourse to any other right or remedy to which it may be entitled by law, including but not limited to, the right for all damage or loss or 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 of any subsequent breach or default.

The Owner may terminate this Agreement for any reason by giving the Contractor ninety (90) days written notice.

22. EXCLUSIVE CONTRACT

The Contractor shall be the sole Franchised Contractor of the Owner to provide solid waste collection services on behalf of the Owner under the terms of the contract for the Service Area as defined herein.

23. NOTICE

A letter sent by certified United States mail to either party at the business addresses specified below shall be sufficient notice whenever required for any purpose in this contract. The addresses designated may be changed from time to time by written notice sent by certified U.S. mail as provided herein.

Contractor: _____

Owners: Coffee County Board of Commissioners
c/o Office of the County Administrator
101 South Patterson Ave.
Douglas, Georgia 31533
(912) 384-4799

24. MODIFICATION

This contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by all parties hereto. No contractual modification shall be binding on Owners in the absence of a legal vote by their governing boards.

25. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable federal, state, and local laws; provided, however, that the terms of this contract shall govern the obligations of the Contractor where conflicting ordinances exist.

26. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred without the express written consent of the parties.

27. GOVERNING LAW / JURISDICTION

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance. Both parties agree that venue for any legal action pursuant to this Contract shall be in Coffee County, Georgia.

28. ENTIRE AGREEMENT

This Contract and all exhibits hereto, contain the entire agreement between the parties. There are no other promises or conditions between the parties, either oral or written. This contract supersedes any prior oral or written agreements or contracts between the parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate original on the date and year first above mentioned.

COFFEE COUNTY

By: _____

Title: _____

Witness: _____

CONTRACTOR

By: _____

Title: _____

Witness: _____

COFFEE COUNTY

By: _____

Title: _____

Date: _____

COUNTY CLERK: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

ADDENDUM A

RATE

1. **Residential Municipal Solid Waste Coffee County**

\$ _____

- Additional Cart

\$ _____

2. **Commercial Rates:**

Contractor Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week
90-100 Gallon Light Commercial				\$ _____				
Four Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Six Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Eight Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subscriber Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week
Four Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Six Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Eight Yard Container	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

One Time Rolloff Pricing	DELIVERY PRICE	PICK-UP PRICE	TOTAL COST(DEL+ P/U + TIP FEE) = TOTAL
Twenty Yard Rolloff	\$ _____	\$ _____	\$ _____ + \$ _____ + \$ _____ = \$ _____
Thirty Yard Rolloff	\$ _____	\$ _____	\$ _____ + \$ _____ + \$ _____ = \$ _____
Forty Yard Rolloff	\$ _____	\$ _____	\$ _____ + \$ _____ + \$ _____ = \$ _____