

# **REQUEST FOR PROPOSAL**

**RFP –03-2024**

**From Screven County, Georgia**

**SOLID WASTE COLLECTION  
SOLID WASTE TRANSPORTATION  
SOLID WASTE LOADING AT TRANSFER STATION**

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Contract for Solid Waste Collection, Transportation, Disposal and Loading Services

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County Solid Waste Collection Sites and Containers

## **Request for Proposals Solid Waste Collection Program**

### **Section 1.0 – Introduction/Overview**

#### 1.1 Purpose/Objective

Screven County, Georgia (hereinafter, “County”) has issued this Request for Proposals (hereinafter, “RFP #03-2024”) for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to provide comprehensive Solid Waste Collection, Transportation, Disposal and Loading from the county’s current transfer station.

#### 1.2 Background

The County currently contracts its solid waste collection and disposal services to a third party contractor. The first service is a solid waste **collection service** at 18 drop off collection sites (Exhibit B). The County seeks to obtain collection services for these 18 sites a minimum of twice per week utilizing either a large tandem axle grapple truck or roll off truck. Additional collection services at intervals of more than twice per week will be required on occasion, for example, during holiday time periods. The collection service provider will be required to keep the collection sites clean and free of excess solid waste volumes in the containers or on the ground.

The second service is comprehensive **transportation and disposal** of solid waste (approximately 450 tons per month) from the County’s transfer station to a fully permitted Subtitle D landfill.

The third service is to provide equipment and personnel for **loading** the solid waste at the county’s transfer station into the contractors’ trailers for transportation and disposal.

#### 1.3 Inquiries

Direct questions related to this RFP should be sent to Lori Burke, County Manager. All questions should be submitted in writing via regular e-mail at [recept@planters.net](mailto:recept@planters.net).

#### 1.4 Method of Source Selection

An award, if made, will be made to the responsible Offeror whose proposal is most advantageous to the County, taking into consideration the factors set forth in this RFP.

The County may, as is deemed necessary, conduct discussions with responsible Offerors that have been determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

#### 1.5 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The County reserves the right to adjust this timetable as required during the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	March 18, 2024
Proposal Deadline	April 2, 2024
Evaluation of Proposals	April 2-5, 2024
Projected Award	April 9, 2024
Contract Execution	May 14, 2024
Projected Contract Start Date	July 1, 2024

## **Section 2.0 – General Description of Required Performance Outcomes**

At a minimum, the contractor must achieve and maintain the performance outcomes listed below and consistent with performance standards agreed to by all parties through a written contract. Offerors may also propose additional performance outcomes beyond those minimally required.

### 2.1 Scope of Work

Service(s) to be provided include service of all 18 county collection sites at a minimum of twice per week per site. However, sufficient services more than twice per week are needed for certain larger volume sites such as Newington, Cooperville, Jacksonboro, Overpass and Peeples Farm (this may change due to population). The collection service provider will be required to keep the collection sites clean and free of excess solid waste volumes in the containers or on the ground.

The service will need to utilize large tandem axle grapple trucks, roll off type trucks or front-loading trucks. However, if roll off or frontloading trucks are utilized, the contractor still must collect all bulk waste on the ground and any debris scattered at the site each time a site is serviced. Contractor is responsible for routine inspection and maintenance of cans at all sites.

The contractor must provide open top roll off containers (minimum 20 cubic yards in size) or front-loading containers for all sites based on the quantity listed for each site in Exhibit B attached, (there are currently a total of 67 containers at the 18 sites). The contractor must replace and repair these containers as necessary.

All solid waste shall be transported by the contractor from the Screven County transfer station located on Rocky Ford Road in either walking floor or tipper style transfer trailers and disposed of in a designated, fully permitted, Sub-title D Municipal Solid Waste landfill. The Contractor shall be responsible for the disposal cost associated with the solid waste transportation from the county's transfer station.

The contractor will provide a loader of sufficient size and competent labor to load the approximate 450 monthly tons deposited at the County's transfer station and into the contractors' trailers. The transfer station floor must be maintained in a manner to keep the unloading floor as empty as possible for the County's volumes and any other 3<sup>rd</sup> party volumes that dump in the station. The County will be responsible for the building structure, floor area, and any needed maintenance or repair to the transfer station facility. The county

will be responsible for weighing trucks in and out at the station and will manage the scales and repair them as needed.

The County will pay the Contractor monthly, based on a timely invoice with details related to the various types of services provided.

## 2.2 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges.

1. Monthly Rate for the services required for the 18 collections sites. Whether a grapple truck, roll off truck or front-loading truck is utilized, a flat monthly fee is required.
2. A monthly rate add-on or reduction if the county decides to add a new site or eliminate an existing site from the current list of 18 sites.
3. A per ton fee for the **loading** of approximately 450 tons of solid waste per month at the Screven County transfer station.
4. A per ton fee for the **trucking and disposal** of approximately 450 tons of solid waste per month from the Screven County transfer station to a fully permitted, Sub-title D Municipal Solid Waste landfill.
5. An annual rate adjustment per year for the contract term.

## **Section 3.0 – Constraints on Contractor**

These include:

- The Contractor shall perform service in accordance with Articles of Screven County Georgia's Solid Waste Management Ordinance

## **Section 4.0 – Contractor's Personnel Requirements**

These include:

- The Contractor must provide a central point of contact person(s) to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution.

## **Section 5.0 – Contractor's Responsibilities**

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. The service provider will also be responsible for addressing any littering issues that are a direct effect of transporting or collecting solid waste in Screven County.

## **Section 6.0 – Terms and Conditions of Contract for Services**

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached "Contract for Solid Waste Collection, Transportation, Disposal and Loading Services" (Exhibit A).

**Section 7.0 – Instructions for Proposal**

7.1 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

7.2 Acknowledgement of Insurance Requirements

By signing its proposal, the Offeror acknowledges that it has read and understands the insurance requirements for the proposal. The Offeror also understands that the evidence of required insurance must be submitted with its bid proposal for services; otherwise, the County may rescind its acceptance of the Offeror’s proposal. See Exhibit A section 7.1 for insurance requirements which are as follows:

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

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers’ Compensation	Statutory
Employer’s Liability	\$2,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 each occurrence
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Environmental Liability	\$1,000,000.00 each occurrence

7.3 Performance Bond

Contractor must provide a performance bond by a licensed surety in the lesser amount of the value of the service contract \$1,000,000.00 (one million U.S.D.) paid to the county in the event of the contractor’s default, bankruptcy, or insolvency or inability to carry out the terms of this contract. The amount of the bond is equivalent to the amount of capital needed for the county to obtain equivalent services or purchase the necessary equipment to perform equivalent services.

7.3 Delivery of Proposals

All proposals are to be sealed and delivered before 3:00 p.m. Eastern Standard Time (EST), on April 2, 2024 to Lori Burke, County Manager, Screven County, Georgia

The County will not accept any proposals received after the date/time stated herein and shall request Offeror to plan to retrieve late proposals.

The County shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Offeror's personnel or by the Offeror's outside carrier.

Offerors must submit one (1) designated original bid. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names and proposed rates of Offerors will be read aloud.

List the Request for Proposal (RFP) number on the outside of the box or envelope and note "Proposal Enclosed".

7.4 Evaluation of Proposals (Procedure)

The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the proposal format required for this RFP.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.

The County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

7.5 Ambiguity, Conflict, or Other Errors in the RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the County Manager of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.

The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

7.6 Proposals and Presentation Costs

The County will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

7.7 Rejection of Proposals

The County reserves the right to accept or reject in whole or in part any or all proposals submitted. The County shall reject the proposal of any Offeror that is determined to be

non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

7.8 Acceptance of Proposals

The County shall accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

7.9 Requests for Clarification of Proposals

Requests by the County for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its proposal.

7.10 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

7.11 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Offeror's approach and ability to meet the County's needs, as stated in the RFP. The proposal prices should be provided with detailed unit cost and the offeror can also provide any incentives and other innovative ideas it can offer that may be beneficial to the County.



**Request for Proposals RFP #03-2024**  
**Solid Waste Collection**  
**Solid Waste Transportation and Disposal**  
**Solid Waste Loading at Transfer Station**

**Proposal Price Sheet**

Minimum twice per week service of all 18 county collection sites utilizing either a grapple truck, roll-off truck or front-loading truck. If utilizing a roll off or front-loading truck all bulk waste on the ground must also be collected as each site is serviced. Additional services more than twice per week are often needed at high volume sites such as Newington, Overpass, Peoples Farm, Jacksonboro and Cooperville. All waste will be disposed of in the county's transfer station free of any tipping fees at the station.

\$ \_\_\_\_\_ Flat Fee/Month

Additional flat fee increases or decreases for the addition or deletion of county sites from the current level of 18 sites.

\$ \_\_\_\_\_ Flat Fee/Month

Transportation Cost for approximately 450 monthly tons from the Screven County Transfer Station to a fully permitted and licensed subtitle D landfill. The contractor will pay all disposal fees at said landfill.

\$ \_\_\_\_\_ Per ton

Loading of approximately 450 monthly tons of County waste at the Screven County Transfer station utilizing equipment with competent personnel to load and compact solid waste into transfer trailers and to best maximize loads with the maximum number of legal tons.

\$ \_\_\_\_\_ Per ton

Annual Rate adjustments (Offeror must state method of annual increase i.e., CPI or fixed % increase, or other method.

**EXHIBIT A**

**AGREEMENT FOR  
SOLID WASTE COLLECTION SERVICES  
SOLID WASTE TRANSPORTATION SERVICES  
SOLID WASTE DISPOSAL SERVICES  
SOLID WASTE LOADING AT TRANSFER STATION SERVICES**

THIS AGREEMENT FOR SOLID WASTE COLLECTION, TRANSPORTATION, DISPOSAL AND LOADING SERVICES (this "Agreement") made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, (the "Effective Date") by and between the Screven County Board of Commissioners [County], a political subdivision of the State of Georgia acting by and through its Board of Commissioners [County Commission] ("County") and \_\_\_\_\_, a \_\_\_\_\_ company ("Contractor").

**WHEREAS**, it is necessary for County to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and other waste material generated within the County is a valid exercise of powers of the County; and

**WHEREAS**, in connection therewith, the County prepared and issued that certain Request for Proposals for Solid Waste Collection, Transportation, loading and disposal Services dated \_\_\_\_\_, RFP #032024, and all addendums thereto (the "RFP"); and

**WHEREAS**, in response to the RFP, the Contractor submitted a proposal to County (the "Proposal") and such Proposal has been accepted by the County; and

**WHEREAS** the granting of an exclusive Agreement pursuant to this Agreement to a private company for the collection, transportation and disposal of solid waste is a valid function of County and such Agreement is proprietary in nature; and

**WHEREAS**, County and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period for the collection of Solid Waste, transportation, loading and disposal; and

**WHEREAS**, the County has investigated and has determined that the Contractor has a proven excellent reputation for providing the services required under this Agreement and that the Contractor has access to sufficient capital resources to fulfill its responsibilities under this Agreement and

**WHEREAS**, County and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation, loading and disposal services as herein set out, and for the compensation as hereinafter provided and the County has deemed it to be in the best interest of the County and the residents of the County to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the County; and

**WHEREAS** County agrees to pay for the Services to be provided by Contractor as set forth herein.

**NOW THEREFORE**, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state, or local law.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “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, including expendable supplies and materials which have not been decontaminated.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, 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, sofas, chairs, tables, carpets, and other similar items.

1.4 “C&D Materials” means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 “Open Top Container” means a minimum 20 cubic yard roll off style container.

1.6 “County” means the County of Screven which shall include, for purposes of this Agreement, the incorporated area of the County and the areas outside the corporate bounds of the County and receiving County service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “County Collection Sites” means the eighteen existing solid waste collection sites that have been identified by the County and any additional solid waste collection sites the County may subsequently identify whereupon the Contractor will provide open top solid waste containers for the disposal of Solid Waste by County residents.

1.9 “Customer” means the owner and/or occupant of a Residential Premises.

1.10 “Force Majeure” means any act, event, or condition having a direct material adverse effect on a party’s ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.11 “Garbage” means non-Hazardous solid waste consisting of putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products, and excepting such materials that may be serviced by garbage grinders and handled as household sewage.

1.12 “Hazardous Waste” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site; or (e) waste or combination of waste of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics, may (i) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (ii) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed which are listed by the Environmental Protection Agency as hazardous

wastes which exceed the threshold limits set forth in the Environmental Protection Agency regulations for classifying hazardous waste. Such wastes include, but are not limited to, those wastes which are toxic, corrosive, flammable, irritants, strong sensitizers, or which generate pressure through decomposition, heat, or other means. Such wastes do not include those radioactive materials regulated pursuant to the Georgia Radiation Protection Law of 1976, appearing in Section 45-14-1 *et seq.* of the Georgia Code.

1.13 “Solid Waste” means all Garbage and Rubbish generated at the County Collection sites Premises, including, C&D Materials, Yard Trash, Bulky Waste, White Goods, Furniture, and other non-household type volumes, but not to include any Unacceptable Waste.

1.14 “Rubbish” means nonputrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (not less than 1600 degrees F).

1.15 “Services” includes the Collection Services, Transportation Services, and Loading Services as set forth below in Sections 2.2, 2.2.1, and 2.2.2.

1.16 “Special Waste” means all treated/de characterized (formerly hazardous) wastes; polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.17 “Term” has the meaning set forth below in Section 2.4.

1.18 “Unacceptable Waste” means waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, including (a) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, ammunition of any type, dead animals larger than 10 lbs, and firearms, (b) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (c) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.19 “White Goods” means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large, enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.20 “Yard Trash” means leaves, brush, grass clippings, shrub and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and

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

## **Section 2.0 – Scope of Agreement**

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the County and Contractor, this Agreement shall prevail and control.

2.2 Collection Services. The work under this Agreement shall consist of the collection and removal of all Solid Waste, by Contractor from the current 18 County collection sites and any future collection sites the County may develop (collectively, the “Collection Services”). Contractor shall provide the supervision, materials, and equipment necessary to perform the Collection Services in accordance with the terms of this Agreement. The scope of the Collection Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.2.1 Transportation Services. The work under this agreement shall also include the transportation and disposal of all Solid Waste from the County’s transfer station (approximately 450 tons of Solid Waste per month). Contractor shall such Solid Waste to a certified and licensed Subtitle D landfill using walking floor or tipper style trailers. Contractor shall be responsible for and shall timely pay all fines and fees incurred in the course of performing the Transportation Services, including, but not limited to, landfill fees and any overweight fines or other fees associated with trucking.

2.2.2 Loading Services. The work under this agreement shall also include the loading of all the Solid Waste from the County’s transfer station utilizing a sufficient size loader and competent labor to load trailers efficiently and effectively to their maximum legal limit (22 tons for walking floors and 24 tons for tippers). The Loading Services shall be performed in such a manner so as not to disrupt, stop, or delay the delivery of Solid Waste to the County’s transfer station by Contractor or any third party.

2.3 Exclusivity. During the Term of this Agreement, Contractor shall have the sole and exclusive right to provide the Services described in this Agreement, and Contractor shall provide the Services in accordance with the terms of this Agreement. The County hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The County further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for five annually renewable terms, beginning on \_\_\_\_\_, and expiring on \_\_\_\_\_. The County must take positive action and notify the contractor at least 90 days prior to the end of any annual term to terminate the agreement. Should the county take no action to terminate, the agreement will automatically renew for another year.

## **Section 3.0 – Contractor Responsibilities**

### 3.1 Services Provided

3.1.1 Solid Waste Collection. Contractor shall collect all solid waste placed in and around containers at the county collection sites. This is to include other non-household waste items placed on the ground around containers and these items will be collected at the same time any site is serviced. All sites must be serviced a minimum of twice per week and some higher volume sites must be serviced more than twice per week. It is understood that Holiday and Saturday services of sites are also needed at times.

3.1.2 Bulky Waste and White Goods and Yard Trash. Contractor shall collect Bulky Waste and White Goods from the County collection sites generated such Bulky Waste and White Goods, each time a site is serviced.

3.1.3. Disposal of Waste. Contractor may deliver all waste collected at the county collection sites and deliver to the County's transfer station located on Rocky Ford Road. All waste will be dumped at the County's station free of any tipping fees to the contractor.

### 3.2 Hours and Days of Operation; Holidays

3.2.1 Collection of Solid Waste under this Agreement can start at any time of day and run as long as necessary as many days per week as needed to keep all sites clean and free of debris.

3.2.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day  
Martin Luther King Birthday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all the above-mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Solid Waste, Bulky Waste and White Goods collection service at least twice per week for all county collection sites (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor shall be responsible for properly notifying the County any changes in collection schedules due to observance of Holidays or for other reasons.

### 3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. All collection vehicles shall be 3 years or less in age at the commencement of this agreement. Each collection 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.

3.8.2 The Contractor shall provide new or like new (3 years of age or less) open top roll off containers (minimum 20 cubic yards in size) to each site as defined in EXIBIT A. All containers must be leak proof and contain all waste sufficiently so as not to create loose or blowing and scattered litter.

3.8.3 The Contractor shall assign a qualified person or persons to oversee its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, always, carry a valid Commercial Class B (with air brakes) driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access. The County shall maintain the collection sites to keep them graded and graveled as needed to ensure the contractors trucks can access and service each site safely. The county shall utilize its own efforts to clean up, rake up and maintain each site from scattered litter that may accumulate.

3.10 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters. In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Solid Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the County shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the County and the person or entity collecting the debris in the aftermath of a natural disaster to return the County to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance with Law; Permits. The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the County on the subject, and the County agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation,



such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

#### **Section 4.0 – County Responsibilities**

4.1 Public Education and Outreach. The County will be responsible for conducting all formal public education programs and outreach related to the Services.

4.2 Site Maintenance and Cameras. The County will maintain each site to ensure proper grading, graveling, and fencing is done as needed. In addition, the County will provide a camera system at each site where practicable, and the contractor shall have access to view said cameras.

4.3 Compliance With Law. The County shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments, and statutes in the performance of this Agreement.

4.4 Enforcement of Illegal Dumping. The County will enforce and prosecute those caught illegally dumping or scavenging in county collection sites. Both parties shall work together to communicate illegal dumping activities to assist the county in this effort.

#### **Section 5.0 – Compensation**

##### 5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the County will pay the Contractor the Service Fees set forth in the Proposal Price Sheet of this RFP attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement. The County shall pay the Service Fees to Contractor by the tenth (10<sup>th</sup>) day of each calendar month for the Services rendered during the previous calendar month. The County shall submit, together with payment, a statement of the Services Fees that the County believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the “Statement of Fees”) based on the terms and conditions of this Agreement. Such Statement of Fees shall include the monthly flat fee for the collection site services, the per ton fee for loading services, the per ton fee for transportation and disposal services.

##### 5.2 Service Fee Adjustments

5.2.1 The Service Fees payable to the Contractor pursuant to this Agreement will be automatically adjusted on each one-year anniversary date of the Effective Date of this Agreement during the Term hereof, beginning on \_\_\_\_\_, 20\_\_, such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased based on the terms agreed upon in the contractors proposed rate adjustments in its response to the RFP.

5.2.2 The Contractor shall have the right to receive reimbursement from the County for increases, if any, in the cost of diesel fuel during the Term of this Agreement. On or before

\_\_\_\_\_ beginning on \_\_\_\_\_ (the “Fuel Adjustment Date”), the Contractor may notify the County in writing of the amount of such reimbursement as calculated pursuant to this Section 5.1 (the “Fuel Adjustment Notice”). Within thirty (30) days after the receipt by the County of the Fuel Adjustment Notice, the County shall reimburse the Contractor an amount equal to any increases in the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, [www.eia.doe.gov](http://www.eia.doe.gov), Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the “Index”) during the preceding twelve month period (the “Service Fee Fuel Adjustment”) over the Base Cost per Gallon of Diesel Fuel. For purposes of the Service Fee Fuel Adjustment, the Base Cost per Gallon of Diesel Fuel as of the date hereof shall be \$\_\_\_\_\_. In the event of an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the County the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding twelve-month period. The Service Fee Fuel Adjustment shall then be calculated based on such number of gallons of diesel fuel multiplied by the increase, if any, in the average cost per gallon of diesel fuel as reported by the Index over the Base Cost per Gallon of Diesel Fuel.

### 5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2, the Service Fees shall also be adjusted to compensate Contractor due to increases, if any, in the Contractor’s costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The County agrees that Contractor may request to increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) because of a “Change in Law,” whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, County, County, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Solid Waste, Yard Trash, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. All Service Fee Adjustments must be presented to the County for approval and shall not be unreasonably withheld.

**Section 6.0 - Indemnity**

The Contractor will indemnify, defend and hold harmless the County, its officers, agents, and employees (the "County Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the County Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any County Party. To the extent allowed by Georgia law, the County will indemnify, defend, and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives, and employees from and against all Damages, arising out of the negligent act or failure to act of the County Parties or any breach by the County of any covenant, agreement, obligation, representation, or warranty set forth herein.

**Section 7.0 – Insurance**

The Contractor shall always during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to effect that such insurance has been procured and is in force.

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

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$2,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 each occurrence
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Environmental Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$10,000,000.00 each occurrence

7.1 Performance Bond The contractor must provide a performance bond by a licensed surety in the amount of the lesser amount of the value of the service contract or \$1,000,000.00 (one million U.S. D.) paid to the county in the event of the contractor's default, bankruptcy, or insolvency or inability to carry out the terms of this contract. The amount of the bond is equivalent to the amount of capital needed for the county to obtain equivalent services or purchase the necessary equipment to provide equivalent services.

## **Section 8.0 – Title to Waste**

Title to the Solid Waste to be collected under this Contract shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall always remain with the County and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any County collection site Premises.

## **Section 9.0 – Events of Default; Remedies**

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the County, its officers, employees, agents, or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the County specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the County (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period), Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by County. The following shall constitute events of default on the part of the County, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the County 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) County's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance 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 County shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the County shall immediately be in default of this Agreement in the event the County fails to pay any amount owing to Contractor

when due, and Contractor shall have no such obligation to provide any notice thereof to the County or to provide the County with such fifteen (15) day period to cure such default; or

- 9.2.2. The County becomes insolvent or bankrupt and cannot pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

### 9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, 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; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by County in the event of such default by Contractor, County agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. All rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the County. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the County and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the County fails to make any payment to Contractor when due as required by the provisions of this Agreement, the County shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to

include such information as Contractor deems necessary. The County expressly acknowledges and agrees that in such an event of default by County, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

#### 9.4 Force Majeure.

Except in the case of nonpayment of the Service Fees by the County and the agreements and obligations by the County set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the County and the agreements and obligations by the County set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

### **Section 10.0 – Miscellaneous Provisions**

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Lori Burke  
County Manager  
P.O. Box 159  
Sylvania, Georgia 30467  
Phone: 912-564-7182\_

As to Contractor

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

## 10.2 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. Any dispute or difference between or among any of the parties hereto arising out of or in connection with this Agreement or the transactions contemplated hereby which such parties are unable to resolve themselves may be submitted to a non-binding mediation process in accordance with a mutually agreeable mediation procedure, to be completed no later than thirty (30) days following a written request for mediation by either party. The parties hereby consent to the personal jurisdiction of the state and federal courts of Georgia where the Services are rendered by Contractor for the adjudication of all matters relating to, or arising under, this Agreement.

## 10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of County, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture, or employment relationship between the parties, nor shall County have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the County by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel. There shall be no conflicts of interest between contractor and the county including O.C.G.A 45-10-80 which states the following:

O.C.G.A. 45-10-80 (2010)

Public officers prohibited from advancing, employing, or advocating the employment of family members.

(a) A public officer, as defined in subparagraphs (A) through (E) of paragraph (22) of Code Section 21-5-3, is prohibited from advocating for or causing the advancement, appointment, employment, promotion, or transfer of a member of his or her family, as such term is defined in Code Section 21-5-3, to an office or position to become a public employee, as defined in paragraph (3) of subsection (a) of Code Section 45-1-4, that pays an annual salary of \$10,000.00 or more or its equivalent.

(b) Any person advanced, appointed, employed, promoted, or transferred in violation of this Code section shall not be entitled to any payment, salary, or benefits received for any position so illegally obtained; and any person who receives payment, salary, or benefits for a position obtained in violation of this Code section shall be required to reimburse the state for all amounts so received.

## 10.4 Entire Agreement; Binding 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 and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

#### 10.5 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. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the portion or provision held to be void. 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.

#### 10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

#### 10.7 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.

#### 10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate without the consent of the County.

#### 10.9 Counterparts

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

10.10 Representations. The County represents and warrants to Contractor and covenants and agrees as follows:



(a) The parties signing this Agreement on behalf of the County have been authorized to do so by specific action of \_\_\_\_\_ adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in open meeting and of record in its official minutes.

(b) The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Agreement and to fully perform all its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Agreement and the County's performance of all its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the County has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation, or ordinance in connection with the County's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the County. Neither the entering into nor the performance of this Agreement by the County will result in a violation of or conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound. This Agreement is in accordance with the Scriven County Solid Waste Management Plan.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the County's knowledge and belief, threatened, relating to this Agreement. The County will notify Contractor promptly if any such action, suit, investigation, or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the County follows all applicable federal, state, and local laws, rules, regulations, orders, ordinances, judgments permit, licenses, approvals, and variances, and the County has not received any notice of any complaint or violation of any of the foregoing. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the County are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

**COUNTY OF SCREVEN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

EXHIBIT B

COUNTY COLLECTION SITES AND CONTAINERS REQUIRED

**Screven County Solid Waste Collection Sites**

<u>Name</u>	<u># of Containers</u>
MILLERVILLE	3
COOPERVILLE*	6
NEWINGTON*	6
ROCKY FORD	4
WATER OAK	3
PEOPLES FARM*	5
SHORTSTOP	4
JENK HILL	4
HILTONIA	4
PLANTATION ROAD	2
JACKSONBORO*	4
TWIN OAKS	4
MILLEN HILTONIA	2
OLIVER	4
VILLAGE ROAD	3
OVERPASS*	4
OLD POOR ROBIN	2
CAPTOLIA	3
TOTAL CANS	67

**\*Larger volume sites where more than 2xw service is often needed.**