

**STATE OF GEORGIA
COUNTY OF CARROLL**

**AMENDED AND RESTATED SOLID WASTE SERVICES AGREEMENT
(CONVENIENCE CENTERS)**

WHEREAS, Georgia Laws 1989, Section 8 (20), pp. 3546, 3552 authorizes the **Board of Commissioners of Carroll County, Georgia** (hereinafter "**County**") to provide for services established under Article IX, Section II, Paragraph III of the 1983 constitution of the State of Georgia; and

WHEREAS, Article 1X, Section II, Paragraph III(a)(2) of the 1983 Constitution authorizes the County to provide garbage and solid waste collection and disposal; and

WHEREAS, the County deems that the furnishing of solid waste collection and disposal within the unincorporated limits of the County is important to its citizens; and

WHEREAS, **WASTE INDUSTRIES ATLANTA, LLC**, a Delaware limited liability company, (hereinafter referred to as the "**Contractor**") is licensed to operate a garbage and solid waste collection and disposal service in Georgia and desirous of furnishing that service to the citizens of Carroll County, Georgia; and

WHEREAS, prior to the Effective Date, County and Contractor were party to a Solid Waste Services Agreement dated April 2, 2019 (the "**Prior Agreement**"); and

WHEREAS, County and Contractor desire to amend, restate and supersede the Prior Agreement; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, Carroll County, Georgia, hereby contracts with the Contractor for the following purposes; and

NOW THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations. The Contractor is in good standing with all certifications, licenses, and permits to operate a garbage and solid waste collection and disposal service required by the State of Georgia, and has authority to execute and deliver this Agreement.

Section 2. Term of Contract; Renewal Provisions. The term of this Agreement shall be from July 1, 2022 (the "**Effective Date**") and ending June 30, 2023, subject to automatic renewal as provided in this Section 2. As provided in O.C.G.A. § 36-60-13(a), this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the fiscal year and at the close of each succeeding fiscal year, should the Agreement not be renewed automatically as set forth in this

Section 2. The Agreement will be automatically renewed for up **two (2) additional terms of one (1) year each** unless positive action is taken **by the County** to terminate the Agreement. After June 30, 2025, the Agreement will be automatically renewed for **up to three (3) additional one (1) year terms** unless positive action is taken by **either** Contractor or the County to terminate the Agreement. To constitute positive action, the acting party must notify the other party within sixty (60) days prior to the expiration of the Agreement that it intends to terminate the Agreement. The initial term together with any renewal periods may be referred to as the “term”. If notice to terminate is given in writing, and unless otherwise agreed to by the parties, the Contractor shall continue to provide the contracted services to the County through the end of the term of the Agreement then in effect (whether initial or successive), and the County shall compensate Contractor according to this Agreement through the end of said term. This Agreement shall then terminate and expire on the final day of said term and each party’s obligations hereunder shall cease therewith.

Section 3. Compensation. For the services rendered from July 1, 2022 to June 30, 2023 by the Contractor as hereinabove stated and for and in consideration of the promises flowing between the parties hereinafter stated, the County hereby covenants and agrees to pay the Contractor for the collection and disposal of garbage the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) per year (as adjusted herein, the “**Annual Fee**”). All payments of the Annual Fee to be paid to the Contractor by the County hereunder shall be paid in equal monthly installments each month so long as Contractor complies with this Agreement, the laws of the State of Georgia, the Rules and Regulations thereof, which affect performance of the obligations of Contractor herein, and any ordinances adopted by Carroll County, Georgia, and previously incorporated herein. The Contractor shall submit to the County by the 5th day of each month following the rendering of said services, a total bill for the previous month’s services, and the County shall pay the Contractor by the 15th day of the same month, the total sum due to the Contractor pursuant to this Agreement. For each one-year period during the term beginning on July 1, 2023, County shall pay to the Contractor for services rendered for each such one-year period a sum computed by multiplying the preceding year’s Annual Fee by the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers as promulgated by the United States Department of Labor, Bureau of Labor Statistics, for the preceding year. However, the percentage increase from the preceding year will not exceed ten percent (10%). This percentage increase, as computed, shall be added to the preceding year’s Annual Fee. In addition, at any time the Contractor’s fuel cost increases \$.25 per gallon or more above the current fuel cost of \$4.00 per gallon, a fuel surcharge will be implemented. The Contractor shall provide to the County copies of fuel tickets for any cost adjustment.

Section 4. Additional Terms. Additional terms of this Agreement are included in the document entitled “Specifications for Solid Waste Hauling Agreement” (attached hereto and hereinafter “**Specifications**”), which is expressly incorporated into the provisions of this Agreement. Contractor agrees to provide, at a minimum, the level of services set out and required by the County as a part of said Specifications.

Section 5. Insurance. Contractor agrees to provide insurance coverage as provided by the Specifications and for all vehicles maintained in Carroll County, Georgia. A copy of the insurance policy in effect will be furnished to the County, and the issuing agency shall be directed to notify the County of any change in coverage.

Section 6. Indemnification. As between the County and the Contractor, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error, or omission of the Contractor, or the negligent or intentional act of the Contractor or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. The Contractor shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, losses, damages, charges, or expenses to which the County or any of its officers, agents, servants, or employees may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions challenge, in whole or in part, the provisions of this Agreement, or whether such claims or actions are rightfully or wrongfully brought or filed.

Section 7. Assignment. The Contractor shall not assign any interest under this Agreement or moneys due therefrom without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this Agreement.

Section 8. Transfer to Successor in Interest. Contractor shall not transfer without the prior written consent of the County.

Section 9. Performance Bond. A performance bond shall be required by the Contractor for an amount equal to or greater than three (3) months of the monthly payments due hereunder and in a form approved by the county attorney. The bonding company must be authorized to do business by the Georgia Secretary of State and by the Georgia Insurance Department and authorized the placement of the bond for the purposes under this Agreement. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to the bond. The Certificate of Authority may be obtained from the Georgia Insurance Department. Bonding Company must have a minimum AM Best rating of A-6 or higher. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Department Circular 570), as amended). The performance bond shall be returned to the county attorney within fifteen days of Contractor's execution of the Agreement. If this Agreement is renewed, the performance bond shall be due to the county attorney no later than July 15th of the calendar year.

Section 10. Remedies. In the event a party to this Agreement commits an act of breach as described in this Agreement, then the Chairman of the Board of Commissioners of Carroll County shall have the authority to immediately suspend payments to the offending party, until said event of breach has been corrected. Written notice of the breach shall be forwarded to the breaching party in accordance with Section 16 of this Agreement. If the stated breach has not been remedied within required time of the notice, the right of the offending party to receive funds pursuant to the term of this Agreement shall terminate.

Section 11. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by litigation in the courts of Carroll County, Georgia.

Section 12. Modifications; Entire Agreement. This Agreement may be changed or modified in writing and signed by all parties. Otherwise, this Agreement, together with the Specifications, constitute the sole and entire Agreement between the parties. This writing contains the entire Agreement, including the Specifications to the Solid Waste Hauling Agreement, between the Parties and all oral agreements or understandings are incorporated herein. This Agreement shall not be altered, changed or amended except in writing signed by all parties hereto. This Agreement amends, restates and supersedes the Prior Agreement in all respects, provided; however, all obligations of the Contractor to indemnify the County pursuant to any prior agreement(s) shall survive in accordance with its terms.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 16. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on (a) being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested, or (b) when delivered by hand, or (c) on the first business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, (c) when sent by electronic mail,(except as otherwise provided herein, any notice sent

by electronic mail shall also be sent the same day by either hand-delivery, overnight mail or overnight delivery service); in each instance addressed to such party at the address specified below, or to such other address as any party may from time to time designate by written notice in writing to the other party:

- (a) Carroll County- Chairman, Carroll County Board of Commissioners
Historic Court House, Room 200
323 Newnan Street
Carrollton, Georgia 30117
Attn: Chairman
Email: mmorgan@carrollcountyga.com
and droberts@carrollcountyga.com

With a copy to: Director of Solid Waste
34 Horsley Mill Road
Carrollton, Georgia 30117
Email:jdost@carrollcountyga.com

- (b) Contractor – Waste Industries Atlanta, LLC
Attention: Regional Vice President & General
Manager
2699 Cochran Industrial Blvd.
Douglasville, Georgia 30134
Email:emcaden@gflenv.com
Jesse.hill@gflenv.com

If the addressee rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was given, then the notice shall be deemed to have been properly given or served upon the rejection, refusal, or inability to deliver the notice.

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on this ___ day of _____ 2022.

**BOARD OF COMMISSIONERS
OF CARROLL COUNTY, GEORGIA**

By: _____
Michelle Morgan, Chairman

Attest: _____
County Clerk

(COUNTY SEAL)

APPROVED BY:

Jacqueline Dost, Director of Solid Waste

(Signatures continue on the following page)

(Signatures continued from previous page.)

WASTE INDUSTRIES ATLANTA, LLC

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

SPECIFICATIONS FOR SOLID WASTE HAULING AGREEMENT

Section 1. Definitions. Except as specifically defined herein, all words used in these Specifications shall have their customary dictionary definitions.

Breach means non-compliance with any term or provision within this Agreement which does not result in a material breach. A breach is further defined as that activity that falls below any minimum standard, service, performance requirement, responsibility, rule or condition that is provided for in this Agreement.

Contract is synonymous with term "Agreement".

County means Carroll County, Georgia which contains approximately 502 square miles and encompasses all unincorporated areas of the County.

Material Breach will include, but not be limited to, the occurrence of anyone (which by itself may be deemed to be a breach of the Agreement by Contractor) of the following events:

- 1) Reports. Contractor's monthly reports or other information provided by Contractor to the County which contain any untrue statements of a material fact or omit any material fact necessary to make the reports therein not misleading; or
- 2) The Contractor fails to comply with required performance standards; or
- 3) The Contractor fails to maintain in full force and effect the insurance coverage or bond requirements as specified herein; or
- 4) The Contractor failed to maintain in full force and effect the performance requirements as specified herein; or
- 5) The Contractor makes an assignment for the benefit of creditors or files for bankruptcy or fails to have dismissed within 30 days a petition for involuntary bankruptcy; or
- 6) There is the attachment, lien, encumbrance, execution or other judicial seizure of all or substantially all of the Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains un-dismissed, undischarged, or not released for a period of thirty (30) business days after the attachment, lien, levy, encumbrance or other seizure thereof; or
- 7) The Contractor fails to meet the response time requirements in this Contract for four (4) months of any contract year.

Service Area means that area which is contained within the unincorporated boundaries of the County.

State means the boundaries of the State of Georgia.

Section 2. Scope of Services. Contractor shall furnish garbage collection and solid waste hauling service for the unincorporated population of the County and all items at the County's Convenience Centers (as defined in Section 4 below) in accordance with these Specifications. Contractor shall also cooperate with and respond to matters related to cleaning and clearing debris and solid waste. It is the responsibility of the Contractor to manage the actual collection and delivery of solid waste and recyclable materials from the Convenience Centers to the disposal facility.

Section 3. Insurance Requirement. Contractor shall procure and maintain the minimum insurance coverage limits as provided herein. Insurance shall be evidenced by delivery of Certificates of Insurance executed by a suitable financially stable insurance carrier that is licensed or permitted in Georgia to underwrite insurance, listing coverage and limits, expiration dates and terms of the policies. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions thereof.

- 1) Commercial General Liability Insurance. This shall include, but not be limited to, contractual, independent contractor, premises, operations, products, completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, combined single limit bodily injury (including death) and property; and \$2,000,000.00 aggregate. Coverage shall be on "an occurrence basis" and the policy shall include broad form property damage coverage.
- 2) Professional Liability Coverage. This shall include errors and omissions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 3) Workers' Compensation. This shall include coverage to the statutory limits as required by law; employers' liability insurance of not less than \$1,000,000.00 bodily injury by incident; \$1,000,000.00 bodily injury by disease for each employee.
- 4) Comprehensive Automobile Liability. This shall include coverage for all vehicles used under the Agreement for owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury (including death) and property damage. Contractor shall provide the primary coverage regardless of actual vehicle ownership.
- 5) Personal Injury Protection (PIP) or medical payment coverage as required by law.
- 6) Uninsured and under insured motorist shall be provided as required by

law.

- 7) Umbrella coverage in the amount of at least \$5,000,000.00 shall provide as additional coverage to all underlying liability policies. This policy may be written as a "Form Following Excess" policy.

Section 4. Recycling /Convenience Centers. Contractor shall cause solid waste and debris and recycling in County compactor/recycling convenience center sites at **Dyer Road, Whitesburg, Newnan Road, Temple, Bowdon Junction, Bowdon, Kansas-Jake, Simonton Mill Road, Hwy 5 East Lowell and Hwy 5 West Tyus** (collectively, the "**Convenience Centers**") to be disposed of in accordance with the schedule set forth on Exhibit "A" attached hereto. The County may amend the schedule on Exhibit "A" upon thirty (30) days prior notice to Contractor. In addition, the Contractor shall cause solid waste, debris, and recycling in the Convenience Centers to be picked-up at such additional times upon 24 hours notice, which may be given by the County or personnel managing the respective Convenience Centers.

In addition, Contractor shall pick up from all County fire stations and Parks as needed.

On holidays and seasonal events, Contractor will make the necessary extra pick-ups based upon advance notice from the County.

- (1) Front Load Containers. County shall provide a sufficient number of "front load" containers for the Contractor to fully carry out its obligations under the Agreement and Specifications. Such containers will be picked up by Contractor at the Carroll County Public Works Department and delivered to the designated Convenience Center.

- (2) Roll off Containers. For informational purposes, payment of the Annual Fee as described in Section 3 of this Agreement assumes pick-up of 600 Roll-off dumpsters per month. In addition, Contractor will have at a minimum of 50 extra Swap boxes either at its facility or at various locations near or around the centers in case of emergency, holidays, or the high volume days. Contractor owns and maintains all of the roll off containers, except for the recycling containers which are provided by the County.

- (3) Recycling. Contractor shall also pick up all recycling and transfer to a site within Carroll County as directed by the County. Due to market conditions and fluctuations with respect to certain materials, or due to contamination levels, the County may from time to time instruct Contractor to dispose of certain otherwise recyclable materials in a solid waste disposal facility and Contractor shall comply with such instructions.

The notices in this Section 4 may be sent via electronic mail (without the necessity of

other methods of delivery specified in Section 16 entitled "Notices" of the Agreement).

Section 5. Reports. Contractor shall provide County with a report each month containing the data setting for the amount of refuse removed, recycling weight and price and other information as may be required by County. These reports should be provided to the Director of Solid Waste.

Section 6. The County shall have the right to require disposal of all domestic household garbage collection under this Contract in any landfill maintained and operated by Carroll County, Georgia, or in which Carroll County, Georgia shall be a participating party under the rules of said sanitary landfill, in any landfill maintained and operated by Haralson County, Westside Transfer, Douglas County, or any other landfill approved by the County. County shall pay all such landfill fees.

Section 7. The County shall, at any time during the period of the term of the Agreement, have the right, power and privilege to add additional garbage containers at sites to be selected by the County, and Contractor shall service said additional containers in the manner hereinbefore provided. In the event the County should increase the containers listed herein, the County shall pay Contractor as additional compensation a sum that is proportional to the increase in the containers. Likewise, in the event the County should decide to replace containers with compactors, the County shall reduce the compensation paid to the Contractor by \$600 per year for each container replaced with a compactor.

Section 8. Site Preparation. The County shall level, gravel and grade all sites to a sufficient degree to enable Contractor to carry out its obligations as hereinbefore set forth and as hereinafter set out in relationship to the movement, transportation and location of said garbage containers in all types of weather. County shall provide all sites for containers so that the containers located thereon can be loaded by the Contractor without the Contractor's trucks blocking the roadways of Carroll County.

Section 9. Container Maintenance. The County shall perform all necessary maintenance work on containers owned by the County upon Contractor notifying the Director of Solid Waste of any needed repairs. Contractor shall not be responsible for replacing, reconstructing or renovating said dumpsters and/or containers owned by the County. If any container becomes unusable, the Contractor shall make a timely request of County to replace the container owned by the County. However, any container that is damaged or destroyed as a result of the negligence or intentional act or omission of an employee of the Contractor shall be repaired or replaced at the expense of the Contractor, and County shall be able to deduct such expense from the monthly remuneration. The Contractor shall perform all necessary maintenance work on containers owned by the Contractor.

Section 10. Performance Standards. The Contractor shall meet the following performance standards:

- (a) Operate and maintain sufficient equipment to handle garbage pick-up service at the level required to meet the needs of Carroll County; and
- (b) Empty any container, rollback, compactor, or dumpster as identified within these Specifications and located in the unincorporated areas of Carroll County, Georgia at such times and at such intervals as the Contractor deems advisable; and
- (c) Conform to the regulations of the Georgia Department of Human Resources, Department of Health and Georgia Department of Natural Resources; and
- (d) Operate and maintain containers at sites that Contractor has supplied for its use to for recycling metal cans, plastic PET and HOPE, newspaper/mixed paper, aluminum, and cardboard.

Section 11. Response Time Requirements.

- (a) Container Service. The County has designated priorities with which the Contractor must comply by meeting specified response time performance standards set forth in the Specifications and Exhibit "A"; as updated from time to time. The parties acknowledge that the front-end load containers are serviced in accordance with the schedule set forth on Exhibit A, and that the roll-off containers are serviced on a call-in basis as further set forth in Section 17(d). In addition, the Contractor shall cause solid waste, debris, and recycling in the Convenience Centers to be picked-up at such additional times upon 24 hours notice, which may be given by the County or personnel managing the respective Convenience Centers.
- (b) General Convenience Center Cleanliness. The Contractor shall keep all sites clean and free of rubbish, trash, and solid waste within a five foot radius of each container, or such larger area to the extent caused by Contractor. The County acknowledges that general site cleanliness beyond the foregoing is the duty of the site operator.
- (c) Response Times. Upon failure of the Contractor to comply with the requirements of subsection (a) or (b) above, County shall notify Contractor via electronic mail (without the necessity of other methods of delivery specified in Section 16 of the Agreement) of said noncompliance and Contractor shall have 24 hours to respond and cause the containers to be emptied and the site to be clean and free of rubbish, trash, and solid waste within a 5 foot radius of each container (or such larger area to the extent caused by Contractor). If an excessive amount of rubbish, trash, and solid waste will prevent Contractor from strictly complying with the time requirements set forth in this paragraph, Contractor shall immediately notify County of the circumstances, reason why compliance cannot be had, and provide a time certain when site will be thoroughly cleaned; in no such event shall compliance be delayed more than an additional 12 hours. County shall have the option in addition to all other remedies, including without limitation, imposing fees set forth in Section 13 below, but not the duty, of clearing said collection site(s) of area of rubbish, trash, and solid waste and to offset the expenses

incurred in said removal from any monies owed by the County to the Contractor. All call-ins will be serviced within 24 hours of notice.

Section 12. Travel Safety. At all times, the Contractor shall cover the solid waste being transported and prevent any solid waste from being released, unless under supervision by the County at the transfer station.

Section 13. Non-Performance Fees. For each quarter that the Contractor fails to meet the prescribed performance standards, and after written notice to the Contractor of the allegation of the failure, the Chairman of the Board of Commissioners shall investigate, or have another investigate, the cause of the failure. If the investigation confirms that Contractor failed to meet any performance standard, Contractor shall be allowed to present written evidence to the Chairman of the Board of Commissioners of the alleged failure within five (5) days of receipt of the County's notice of the failure to meet performance standards or shall be deemed a waiver by Contractor of the right to present evidence. Upon review of any evidence submitted by the Contractor, in addition to all other remedies, the Chairman may assess the fees below to be paid by the Contractor which may be deducted from any amounts owed by the County to Contractor:

1 st offense	\$0.00
2 nd offense	\$0.00
3 rd offense	\$500.00
4 th offense	\$1,000.00
5 th offense	\$2,500.00

Beginning the first calendar day of each quarter, the number of offenses shall not carry over and restart anew. The parties agree that the damages to the County by such failure by Contractor to meet the prescribed performance standards are difficult or impossible to estimate accurately, that the above fees are a reasonable pre-estimate of the damages suffered by the County and are not considered a penalty. Each year such fees shall increase by Consumer Price Index increases by the same method set forth in Section 3 of the Agreement.

The notices in this Section 13 may be sent via electronic mail (without the necessity of other methods of delivery specified in Section 16 entitled "Notices" of the Agreement).

Section 14. The Contractor shall not be required to haul or transport any toxic or hazardous waste products or materials classified as hazardous by the Environmental Protection Division of the State of Georgia under its current regulations which may be adopted during the term of this Contract. The Contractor shall, however, notify the County immediately upon discovery of any such material so that the County may take appropriate action relative to the disposition of said material.

Section 15. Additional Responsibilities of Contractor. Contractor shall develop and maintain good working relationships with the following entities:

- (a) Carroll County Solid Waste Department;
- (b) County's contracting party who provides business management services to manage the County's compactor/recycling convenience centers; and
- (c) Other County agencies and departments.

Section16. Compliance with Applicable Laws, Rules, and Regulations Required.

(a) All services furnished by the Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules, and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under the Agreement, and to maintain compliance at all times.

(b) The Contractor shall hold any appropriate state license(s) and state and local vehicle permits. The Contractor shall show proof of licenses or permits upon demand. The Contractor shall show proof of its employees' state and local certifications, if applicable, upon demand.

Section17. Communications.

(a) Each vehicle shall be equipped with a mobile radio that can receive dispatching or coordination of any call;

(b) Contractor shall furnish voice recording devices to receive any complaints or requests to response; and

(c) The Contractor shall keep and maintain a toll free number for the utilization of the residents of Carroll County, Georgia, in reporting complaints and to assist in the orderly handling of its services under this Contract during the term of this Contract. The local number is 770.577.3545. This toll free number shall be placed by Contractor at a prominent location on all equipment used pursuant to Section 4. In the event said number is changed, the Contractor shall immediately notify the County of said change and shall cause an appropriate advertisement to be published in Carroll County notifying the general public of said change.

(d) Contractor will call the Convenience Centers by 4:00 pm daily (Monday through Sunday) to get the next day's roll off request list by site. Contractor will send a confirmatory email to the County noting the Convenience Center operator requests by the 5:00 p.m. each day.

Section 18. Data Collection and Reporting Required. Contractor's data collection and reporting systems shall meet the following minimum standards, except that information that is privileged and confidential by law. Reports shall be furnished to the County upon request. Contractor shall maintain complete records and provide reasonable access to County as requested, including:

- (a) Each request for a service call, complaint, or response;
- (b) Vehicle maintenance records; and
- (c) Verification of Drug Free Workplace compliance.

Section19. Good Faith. Contractor shall not reduce services to increase profits.

Section20. Miscellaneous Provisions.

(a) Audits and Inspections. At any time during normal business hours, and as often as may be necessary, officers, representatives, agents, or employees of the County may observe Contractor's operations, and Contractor shall make available to the County information with respect to all matters covered by the Agreement.

(b) Right and Remedies Not Waived. Payment under this Agreement shall not be a waiver by the County of any claims for breach or default.

(c) With respect to any notice requirements that would fall on a Sunday or holiday, the time shall be automatically extended to the next business day.

Section 21. Provisions Governing Breach of Agreement. The County, in its sole discretion, shall determine, after consideration of any special conditions, whether a breach or material breach of this Agreement has occurred.

(a) In the event the County determines that a material breach has occurred, and after the Contractor has been given notice, the County may exercise any of the remedies provided to it in the Agreement or by law by including, but not limited to the right to terminate this Agreement.

(b) In the event the County determines that a breach has occurred, and if said breach is curable, the Contractor shall be given notice to correct the breach within10 days. If Contractor fails after being given such notice, the County may exercise any of the remedies provided to it in the Agreement of by law, including, but not limited to the right to terminate the Agreement.

[The immediately following page is the signature page.]

This ___ day of _____ 2022.

**BOARD OF COMMISSIONERS
OF CARROLL COUNTY, GEORGIA**

By: _____
Michelle Morgan, Chairman

Attest: _____
Deputy Clerk

(COUNTY SEAL)

APPROVED BY:

Jacqueline Dost, Director of Solid Waste

[Signatures continue on immediately following page]

[Signatures continued from previous page.]

WASTE INDUSTRIES ATLANTA, LLC

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Recycling /Convenience Centers

<u>Location</u>		<u>Service Dates</u>
Tyus	FEL	Tue, Th, Fri, Sat
	RO Trash	Call-In
	RO Recycle	Call-In
Lowell	FEL	Mon, Wed, Fr, Sat
	RO Trash	Call-In
	RO Recycle	Call-In
Whitesburg	FEL	Tue, Th, Fr, Sat
	RO Trash	Call-In
	RO Recycle	Call-In
Bowdon	FEL	Mon, Wed, Fr, Sat
	RO Trash	Call-In
	RO Recycle	Call-In
Simonton Mill	FEL	Mon, Wed, Fr, Sat
	RO Trash	Call-In
	RO Recycle	Call-In
Newnan Road	FEL	Call-In
	RO Trash	Call-In
	RO Recycle	Call-In
Kansas Jake	FEL	N/A
	RO Trash	Call-In
	RO Recycle	Call-In
Dyer Rd	FEL	N/A
	RO Trash	Call-In
	RO Recycle	Call-In
Bowdon Junction	FEL	N/A
	RO Trash	Call-In
	RO Recycle	Call-In

Temple

FEL	Mon-Fri - 1 time
RO Trash	2 times on Sat & Sun
RO Recycle	Call-In
	Call-In

FEL = Front End Loader

RO = Roll Off

Notwithstanding anything to the contrary in the Agreement or this Exhibit,, Contractor agrees that the Tyus site and the Whitesburg site will have all containers emptied by noon on Tuesdays (due to such sites being closed on Sundays and Mondays), and the Lowell and Bowdon sites will have all containers emptied by the close of business on Mondays (due to such sites being closed on Sundays).

All call-ins will be serviced within 24 hours of notice.