



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB132332C-GS (B)

**SOLID WASTE DISPOSAL AND RECYCLING
SERVICES COUNTYWIDE**

For

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
ARTICLE 12.	<u>DISPUTES</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>RESPONSIBILITY OF CONTRACTOR</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>INVOICING AND PAYMENT</u>
ARTICLE 34.	<u>TAXES</u>
ARTICLE 35.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 36.	<u>NON-APPROPRIATION</u>
ARTICLE 37.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Contractor: Georgia Waste Systems, LLC dba Waste Management of Atlanta South

Contract No.: 21ITB132332C-GS, Solid Waste Disposal and Recycling Services Countywide (B)

Address: 1571 Burks Drive
City, State Lake City, GA 30260

Telephone: (940) 293-3026

Email: mholbroo@wm.com

Contact: Michael J Holbrook
Director of Public Sector Services

This Agreement made and entered into effective the 1st day of April 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **GEORGIA WASTE SYSTEMS, LLC DBA WASTE MANAGEMENT OF ATLANTA SOUTH**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform countywide solid waste disposal and single stream recycling services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions, and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on April 13, 2022, BOC# 22-0240 (B).

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform comprehensive solid waste collection, transportation, and disposal services for the County's facilities, and to support ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the contractor shall provide the necessary landfill/transfer station or other disposal facilities, dumpsters, roll off containers and single stream recycling collection as needed to meet the essential ongoing operations of the County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set

forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of April 2022, the starting date, and shall end absolutely and without further obligation on the part

of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2023 and shall end no later than the 31st day of December 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent

with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$313,000.00, (Three Hundred Thirteen Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which

occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall

at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Georgia Waste Systems, LLC dba Waste Management of Atlanta South
1571 Burks Drive
Lake City, GA 30260
Telephone: (940) 293-3026
Email: mholbroo@wm.com
Attention: Michael J Holbrook
Director of Public Sector Services

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and

provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code

- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as

payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

GEORGIA WASTE SYSTEMS,
LLC DBA WASTE
MANAGEMENT OF ATLANTA
SOUTH

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Michael J. Holbrook

Michael J. Holbrook
Director of Public Sector Services

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



DocuSigned by:

James C. Foster

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

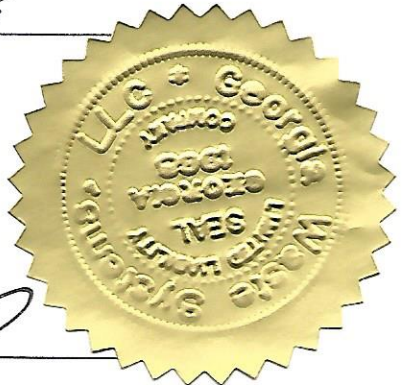
Dennal Stewart

2277A2CEF73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

[Signature]
Notary Public



County: Fulton

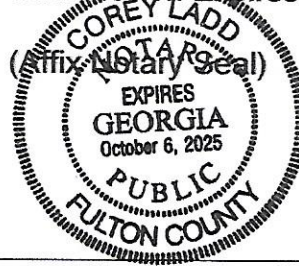
DocuSigned by:

Joseph N. Davis

E45C5C5F17FB417...

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Commission Expires: 10-06-2025



22-0240 4/13/2022
ITEM#: _____ RM: _____
REGULAR MEETING

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Georgia Waste Systems, LLC
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21858605
Date Inc/Auth/Filed: 06/07/1968
Jurisdiction : Georgia
Print Date : 09/23/2021
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: Henry County Government
Address: 140 Henry Parkway, McDonough, Georgia 30253
Contact Person and Title: Courtney Henry, Purchasing
Phone: 770-288-6265
Email: chenry@co.henry.ga.us
Contract Period: 2/1/2022 to Present
Scope of Work: Solid Waste Disposal services for the county buildings

REFERENCE TWO

Government/Company Name: Clayton County Central Services
Address: 7994 N. McDonough St., Jonesboro, GA 30236
Contact Person and Title: Monique Johnson, Contract Specialist Senior
Phone: 770-477-3592
Email: monique.johnson@claytoncountyga.gov
Contract Period: 2/1/2016 to Present
Scope of Work: Solid Waste Disposal services for the county buildings

REFERENCE THREE

Government/Company Name: City of South Fulton
Address: 5565 Stonewall Tell Rd, College Park, GA 30349
Contact Person and Title: Christopher Walker, Facilities Manager
Phone: 470-366-1358
Email: christopher.walker@cityofsouthfultonga.gov
Contract Period: 6/1/2018 to Present
Scope of Work: Solid Waste Disposal services for the city buildings

ADDENDA

No Addenda were required for this Project

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide comprehensive solid waste collection, transportation, and disposal services for the County's facilities, and to support ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the contractor shall provide the necessary landfill/transfer station or other disposal facilities, dumpsters, roll off containers as needed to meet the essential ongoing operations of the County.

The facilities are as follows:

A. Facility Roll-off/Compactor Service

These facilities require daily container pulls to meet the ongoing needs of the operations. This service must provide additional flexibility, when needed, for additional containers to support various events, projects, and unforeseen circumstances upon request such as: additional pulls at the Fulton County Jail Complex, construction and renovations of building projects, recycling program, vacant lot cleanups, furniture and equipment, biomedical waste, household hazardous waste and other special waste. In addition to the landfill/transfer station disposal sites, the contractor shall provide roll off containers (various sizes) on an "on call basis" to the following facilities:

- Stonewall Tell- 5601 Stonewall Tell Road, College Park, GA 30049
- 11575 Maxwell Road, Alpharetta, GA 3005
- Charlie Brown Airport - 3952 Aviation Circle, Atlanta, GA 30336
- Big Creek - 1050 Marietta Hwy, Roswell, Georgia 30075
- Fulton County Jail, 901 Rice Street NW, Atlanta, GA
- Fulton County Jail, 1101 Jefferson Street NW, Atlanta, GA
- Grounds Services Center, 125 Willis Mills Road, Atlanta, GA
- Fulton County Warehouse, 79 Milton Ave SE, Atlanta, GA
- Fulton County Government Center, 141 Pryor Street, Atlanta, GA
- Justice Center Tower, 185 Central Ave, Atlanta, GA
- Juvenile Justice Center, 395 Pryor Street SW, Atlanta, GA
- BOH, 4700 North Point Parkway, Alpharetta, GA

B. Fulton County Library Facilities

A large number of the County's libraries do not have enclosures and/or concrete pads for the placement of fixed 4- or 8-yard containers. Some of the facilities will require the placement of 95 gallon, or 3-yard containers on wheels (containers less than 4 yards). This may require the diver to physically retrieve the containers from facility and dump the containers into the receiving vehicle.

Each Fulton County library facility will require containers for garbage and for single stream recycling. The garbage containers will require a weekly pull frequency and the recycling is on an "as needed" or weekly.

In addition to the solid waste disposal, Contractor shall provide single stream recycling services in conjunction with the regular garbage collection services

utilizing the same 95-gallon containers. The library garbage collection service work will require Contractor to be able to add new library locations and/or expand single stream recycling collection to other Fulton county facilities as needed by the County.

The intent is to add single stream recycling services to facilities without the capacity to add front load dumpsters. This may require the vendor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton county facility. The recycling will be conducted utilizing recycling 95-gallon containers.

C. Building and Facilities (Dumpster Service of various container sizes including compactors)

Contractor shall provide all labor, equipment, transportation, and materials necessary to provide trash collection and removal services for approximately 80+ County facilities. This service must provide flexibility, when needed, for additional containers to support various events, projects and unforeseen circumstances upon request such as: additional pulls at the Fulton County Jail Complex, construction and renovations of building projects, recycling program, vacant lot cleanups, furniture and equipment and other special waste.

For other County facilities, it is the intent of the County to extend single stream recycling services to all facilities by requiring Bidder to provide a single stream recycling dumpster of similar size as the containers utilized for solid waste disposal at each Fulton County facility.

D. Recycling Services

1. Contractor shall notify the County of the recycling location where recyclables will be unloaded and processed. All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor shall submit total weight of materials recycled with invoice.

Contractor shall provide recycling and shredding service for community upon request. Number of events shall not exceed 50.

2. Fulton County has implemented a single stream recycling task to augment the solid waste collection for all county library facilities. The recycling will be conducted in conjunction with the regular garbage collection services utilizing the same size containers.

3. The library garbage collection service work will require the vendor to add new library locations or expand single stream recycling collection to other Fulton county facilities as needed by the County. The purpose of this task is to add single stream recycling services to facilities without the capacity to add front load dumpsters. This may require the vendor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton county facility. The recycling will be conducted utilizing various size of recycling gallon containers.

4. Fulton County will extend single stream recycling services to any facility by requiring the vendor to provide a single stream recycling dumpster of similar size as the containers utilized for solid waste disposal at each Fulton County facility.

E. Shredding Service (Optional)

This service may be utilized on as-needed basis only.

NOTE: For all of the County's facilities, the Bidder shall be required to identify the transfer stations/landfills that are available to meet the County's needs and provide waste acceptance for each facility and operating hours in Bidder's response to this bid.

F. List of County Facilities:

1: LIBRARY LOCATIONS

DESCRIPTION Libraries & Address
1. Adams Park Branch 2231 Campbellton Rd., SW Atlanta, GA 30311
2. Adamsville-Collier Heights Branch 3424 Martin Luther King, Jr., Atlanta, GA 30331
3. Alpharetta Branch 10 Park Plaza Alpharetta, GA 30009
4. Auburn Avenue Research Library 101 Auburn Avenue NE, Atlanta, GA 30303
5. Buckhead Branch 269 Buckhead Ave, NE Atlanta, GA 30305
6. Central Library & Library System Headquarters One Margaret Mitchell Square, Atlanta, GA 30303
7. Cleveland Avenue Branch 74Cleveland Avenue SW Atlanta, GA 30315
8. College Park Branch 3647 Main Street College Park, GA 30337
9. Dogwood Branch 1838 Donald Lee Hollowell Pkwy NW Atlanta GA 30318
10. East Point Branch 400 Flat Shoals Ave SE, Atlanta, GA 30316
11. East Point Branch 2754 Main Street East Point, GA 30344
12. East Roswell Branch 2301 Holcomb Bridge Road Roswell, GA 30076
13. Evelyn G Lowery Library @ Cascade 3665 Cascade Rd SW Atlanta, GA 30331
14. Fairburn Branch 60 Valley View Drive Fairburn, GA 30291

15. Gladys S. Dennard Library @South Fulton 4055 Flat Shoals Rd Union City, Ga 30291
16. Hapeville Branch 525 King Arnold Street Hapeville, GA 30354
17. Kirkwood Branch 11 Kirkwood Road SE Atlanta, GA 30317
18. Louise Watley Library at Southeast Atlanta 1463 Pryor Road, SE Atlanta, GA 30315
19. Martin Luther King Jr., Branch 409 John Wesley Dobbs Ave., Atlanta, GA 30312
20. Mechanicsville Branch 400 Formwalt St., SW, Atlanta, GA 30312
21. Metropolitan Branch 1332 Metropolitan Pkwy. Atlanta 30310
22. Milton Branch 855 Mayfield Road Milton, GA 30009
23. Northeast/Spruill Oaks Branch 9560 Spruill Road Johns Creek, GA 30022
24. Northside Branch 3295 Northside Parkway NW Atlanta, GA 30327
25. Northwest Branch at Scotts Crossing 2489 Perry Boulevard NW Atlanta, GA 30318
26. Ocee Branch 5090 Abbotts Bridge Rd Johns Creek, GA 30005
27. Palmetto Branch 9111 Cascade Palmetto Hwy Palmetto, GA 30268
28. Peachtree Branch 1315 Peachtree Street NE Atlanta, GA 30309
29. Ponce de Leon Branch 980 Ponce de Leon Avenue NE Atlanta, GA 30306
30. Roswell Branch 115 Norcross Street Roswell GA 30075
31. Sandy Springs Branch 395 Mount Vernon Hwy. Sandy Springs, GA 30328

32. Washington Park Branch 1116 Martin Luther King, Jr., Drive Atlanta, GA 30314
33. West End Branch 525 Peoples Street SW Atlanta, GA 30310
34. Wolf Creek Branch 3100 Enon Road Atlanta, GA 30331
TOTALS FOR LIBRARIES: 34

2: SENIOR CENTER LOCATIONS

DESCRIPTION: Senior Centers & Address
1. Auburn Senior Center 300 Edgewood, NE Atlanta, GA 30312
2. Bethlehem @ Birdine Neighborhood Senior Center 215 Lakewood Way, SW Atlanta, GA 30315
3. Camp Truitt Neighborhood Senior Center 4320 Herschel Rd Atlanta, GA 30337
4. Dogwood Neighborhood Senior Center 1953 Donald L. Hollowell Pkwy Atlanta, GA 30318
5. Hapeville Neighborhood Senior Center 527 King Arnold St Hapeville, Ga 30354
6. H.J.C. Bowden Senior Multi-Purpose Facility 2885 Church Street East Point, GA 30344
7. Sandy Spring/Dorothy C Benson Senior Center 6500 Vernon Woods Drive Sandy Spring, GA 30328
8. Harriet G. Darnell Senior Multi-Purpose Facility 677 Fairburn Road Atlanta, GA 30031
9. Helene Mills Senior Center Multi-Purpose Facility 515 John Wesley Dobbs Ave. Atlanta, GA 30312
10. New Beginnings Neighborhood Senior Center 66 Brooks Drive Fairburn, GA 30213
11. New Horizons Neighborhood Senior Center 745 Orr St Atlanta, GA 30314
12. Northside Shepherd Neighborhood Senior Center 1705 Commerce Dr. Atlanta, GA 30318
13. Quality Living Services 4001 Danforth Road Atlanta, GA 30331
14. Roswell Neighborhood Senior Center 1250 Warsaw Road Roswell, GA 30075
15. Southeast Neighborhood Senior Center 1650 New Town Circle Atlanta, GA 30315

<p>16. Palmetto Neighborhood Senior Center 510 Turner Avenue Palmetto, GA 30268</p>
<p>17. Union City Neighborhood Senior Center 5285 Lakeside Drive Union City, GA 30291</p>
<p>TOTALS FOR SENIOR CENTERS: 17</p>

3: HEALTH CENTER LOCATIONS

DESCRIPTION Health Centers & Address
<p>1. Fulton County Public Health 10 Park Place Atlanta, GA 30303</p>
<p>2. Adamsville Regional Health Center 3700 Martin Luther King, Jr. Drive Atlanta, GA 30331</p>
<p>3. Central Training Center 425 Longhorn Street Atlanta, GA 30331</p>
<p>4. Center for Health & Rehabilitation 265 Boulevard, N.E. Atlanta, GA 30312</p>
<p>5. Mental Health and HR 1090 Jefferson St SW Atlanta, GA 30318</p>
<p>6. Neighborhood Union Health Center 186 Sunset Avenue Atlanta, GA 30314</p>
<p>7. South Fulton Mental Health Center 1636 Connally Drive East Point, GA 30344</p>
<p>8. College Park Regional Health Center 1920 John Wesley Ave. College Park, GA 30312</p>
<p>9. West Fulton Mental Health Center 475 Fairburn Road Atlanta GA 30331</p>
<p>10. Fulton County BOH COVID-19 Testing Site 4700 North Point Pkwy Alpharetta, GA 30022</p>
<p>TOTALS FOR SENIOR CENTERS: 10</p>

4: ART CENTER LOCATIONS

DESCRIPTION: Art Centers & Address
1. Abernathy Arts Center 254 Johnson Ferry Road, NW Sandy Springs, GA 30328
2. Aviation Community Cultural Center 3900 Aviation Circle, NW Atlanta, GA 30336
3. Hammond House Museum 503 Peeples Street Atlanta, GA 30310
4. Johns Creek Arts Center 6290 Abbotts Bridge Rd, Building 700 Johns Creek, GA 30097
5. West End Performing Arts Center 945 Ralph David Abernathy Blvd. Atlanta, GA 30310
6. Wolf Creek Amphitheater 3025 Merk Rd SW College Park, GA 30349
TOTALS FOR ART CENTERS: 6

5: COOPERATIVE EXTENSION LOCATIONS

DESCRIPTION: Cooperative Extension & Address
1. County Extension Office 1757 Washington Avenue East Point, GA 30344
2. Camp Fulton/Truitt 4-H Center 4300 Herschel Road College Park, GA 30337
TOTALS FOR ART CENTERS: 2

6: HOUSING AND COMMUNITY AFFAIRS LOCATIONS

DESCRIPTION: Housing and Community Development & Address	
1.	Jefferson Place 1135 Jefferson Street NW Atlanta, GA 30318
2.	Fulton County Clubhouse 1480 Delowe Dr. Atlanta, GA 30311
3.	Oak Hill Homes 2805 Metropolitan Pkwy Atlanta, GA 30315
4.	Child Shelter 2836 Springdale Road Atlanta, GA 30315
TOTALS FOR ART CENTERS: 4	

7: PUBLIC WORKS & DREAM LOCATIONS

DESCRIPTION: Public Works/DREAM & Address
1. Airport Complex 3920 Airway Road NW Atlanta, GA 30336
2. Central Maintenance Facility 895 Marietta Blvd. NW Atlanta, GA 30318
3. Commerce Way Warehouse 3037 Commerce Way Hapeville, GA 30354
4. DREAM Electronic Bldg. A 3929 Aviation Cir Atlanta, GA 30336
5. DREAM /Material Mgt. Bldg. C 3929 Aviation Cir Atlanta, GA 30336
6. DREAM /Material Mgt. Bldg. C 3929 Aviation Cir Atlanta, GA 30336
7. D.A. Pearson Maintenance Shop Bldg. B 3929 Aviation Cir Atlanta, GA 30336
8. North Fulton Water System 11575 A Maxwell Road Alpharetta, GA 30009
9. Public Safety Training 3025 Merk Road College Park, GA 30349
10. Stonewall Camp Barracks, Utility Const. 5601 Stonewall Tell Rd Atlanta, GA 30349
11. Dogwood Pumping Station 9695 Dogwood Road Roswell, GA 30375
TOTALS FOR PUBLIC WORKS/DREAM: 11

8: MULTI-AGENCY LOCATIONS

DESCRIPTION Multi-Agency & Address
1. Justice Center 395 Pryor Street SW Atlanta, GA 30312
2. Charles L Carnes Justice 160 Pryor St Atlanta, GA 30303
3. Medical Examiner Facility 430 Pryor St Atlanta, GA 30312
4. North Fulton Service Center 7741 Roswell Road Atlanta, GA 30350
5. South Fulton Service Center 5600 Stonewall Tell Road College Park, GA 30349
TOTALS FOR PUBLIC WORKS/DREAM: 5

9: POLICE LOCATIONS

DESCRIPTION Police & Address
1. David L. Hagan Firing Range 5301 Aldredge Road Atlanta, GA 30331
2. Wolf Creek Public Safety Training 3025 Merk Road College Park, GA 30349
TOTALS FOR POLICE: 2

10: REGISTRATION AND ELECTION LOCATION

DESCRIPTION Elections Preparation Center & Address
1. Elections Preparation Center 1365 English Street Atlanta, GA 30318
TOTALS FOR REGISTRATION & ELECTION: 1

11: SHERIFF DEPARTMENT LOCATIONS

DESCRIPTION Sheriff Department & Address
1. Fulton County Jail 1101 Jefferson Street Atlanta, GA 30318
2. Fulton County Jail 1101 Jefferson Street Atlanta, GA 30318
TOTALS FOR SHERIFF DEPARTMENT: 2

12: PUBLIC SAFETY

DESCRIPTION Public Safety & Address
1. South Training Center 2605 Fairburn Road SW Atlanta, GA 30331
2. Tactical Operations & Planning 3995 Martin Luther King Jr. Drive Atlanta, GA 30318
3. North Training Center 5025 Roswell Road Atlanta, GA 30342
TOTALS FOR PUBLIC SAFETY: 3

13: OTHER COUNTY FACILITIES/AREA LOCATIONS

DESCRIPTION: Other County Facilities/Area Locations & Address
1. Fulton County Record Office 1030 Marietta Hwy Atlanta, GA 30318
2. Tax Commissioner Office 32 Mitchell Street SW Atlanta, GA 30303
3. Parking Lot 135 Peachtree Street Atlanta, GA 30303
4. Parking Lot 194 Mitchell Street Atlanta, GA 30303
5. Information Technology Record Center 3037 Commerce Way Hapeville, GA 30354
6. New Government Building Record Office 34 Peachtree Street Atlanta, GA 30303
7. Airport Administration Building 3952 Aviation Circle Atlanta, GA 30336
8. South Fulton Multipurpose Center 4255 Will Lee Road College Park, GA 30349
9. South Fulton Maintenance Operation Center 7472 Cochran Road Atlanta, GA 30349
10. South Fulton Municipal Jail @ Union City 6500 Watson Street Union City, GA 30291
TOTALS FOR OTHER COUNTY FACILITIES: 10

14: OPEN TOP

DESCRIPTION Department & Address
1. DREAM Warehouse 79 Milton Ave Atlanta, GA 30315
2. DREAM Grounds Division* 125 Willis Mill Rd Atlanta, GA 30311
TOTALS FOR DEPARTMENTS: 2

(*) Indicates with Tonnage Cost is Involved. Cost should reflect a FULL load pull.

15: COMPACTORS

DESCRIPTION Department & Address
1. Government Center* 141 Pryor Street SW Atlanta, GA 30303
2. Justice Center Tower* 185 Central Ave Atlanta, GA 30303
3. Fulton County Jail* 901 Rice St NW Atlanta, GA 30318
4. BOH* 4700 North Point Pkwy Alpharetta GA 30009
TOTALS FOR DEPARTMENTS: 4

(*) Indicates with Tonnage Cost is Involved. Cost should reflect a FULL load pull.

Section 4

Scope of Work Technical Specifications

Waste Management of Atlanta South's facilities are within a reasonable distance from the referenced public works facilities; no greater than 50 miles from the County's boundaries.

The disposal site will have applicable permits issued by the Georgia Environmental Protection Division or other local governments, if required.

The disposal sites will be open for dumping Monday through Friday during normal business hours of 7:00am to 4:30pm.

Waste Management of Atlanta south can furnish roll off containers on Saturdays; we will perform daily pulls due to the volume of waste.

Waste Management of Atlanta South will remove and deliver a large number of roll off and/or rear load containers during the County's three (3) amnesty days, typically held on Saturday.

Please provide a list of all disposal sites/locations available for disposal by Fulton County. Disposal material that will be transported by Fulton County to the disposal facility.

Disposal Sites

Collections	Landfills	Transfer Stations
Atlanta East 1243 Beaver Ruin Rd. Norcross, GA 30093 770.381.4040	Pine Bluff Landfill 13809 E. Cherokee Dr. Ball Ground, GA 30107 770.479.2936	BJ Transfer 6461 Corley Rd. Norcross, GA 30071 770.448.3997

Backup Sites Will Include:

Collections	Landfills	Transfer Stations
Atlanta North 774 McFarland Rd. Alpharetta, GA 30004 770.772.4443	Turkey Run Landfill 7144 Long Oak Rd. Hogansville, GA 30230 706.637.8520	Alpharetta Transfer 11465 Maxwell Rd. Alpharetta, GA 30004 770.664.9113
Atlanta North-Woodstock 6970 Main St. Woodstock, GA 30188 770.592.4626	Chadwick Road Landfill 13700 Chadwick Farm Rd. Roswell, GA 30075 770.475.9868	Fayette City Transfer 221 First Manassas Mike Rd. Fayetteville, GA 30214 770.719.1183
Atlanta West 3001 S. Pioneer Dr. Smyrna, GA 30082 404.794.6707	R & B Landfill 610 Bennett Rd. Homer, GA 30547 706.677.2650	Forest Park Transfer 327 Lamar Dr. Forest Park, GA 30050 404.366.0066
Atlanta South 1571 Burks Dr. Lake City, GA 30260 404.794.6707	RTS Landfill 2575 Monroe Dr. Gainesville, GA 30507 770.287.7991	Gateway Transfer 1625 Westgate Pkwy. Atlanta, GA 30336 404.349.6359
Atlanta East 610 Bennett Rd. Homer, GA 30547 706.677.2866	Willow Oak Landfill 7395 Roosevelt Hwy. Fairburn, GA 30213 770.969.1363	Lawrenceville Transfer 350 Maltbie Industrial Dr. Lawrenceville, GA 30045 770.513.2442
		White City Transfer 670 Industrial Blvd. Cleveland, GA 30528 706.865.3716
		Woodstock Transfer 6970 Main St. Woodstock, GA 30188 770.592.8540

All solid waste will be disposed of in a designated, full permitted Subtitle D Municipal Solid Waste landfill. Waste Management will be responsible for any additional disposal costs associated with the processing of yard waste, white goods and recycling.

Georgia Waste Systems, Inc. dba Waste Management of Atlanta South Exceptions

1. Unit Cost per pull/pickup supercedes estimated weekly, monthly or annual totals.
2. Waste Management reserves the right to negotiate a mutually beneficial contract.
3. Waste Management will negotiate a mutually beneficial contract for all services or stand alone services for Commercial and Roll Off services.
4. Roll Off pricing is per pull excluding disposal. Disposal charge will be \$49.50 per ton for each pull. The Roll Off pull does not include disposal to avoid overcharging the County with estimates which could be high.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$313,000.00, (Three Hundred Thirteen Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

22TB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Georgia Waste Systems, LLC dba Waste Management of Atlanta South

For: **22TB132332C-GS, SOLID WASTE DISPOSAL AND RECYCLING SERVICES COUNTYWIDE**

Submitted on FEBRUARY 12, 2022

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Annotate the Total Base Amount from Bid Form on Pages 3 thru 7)

\$ 1,179,533.68

(Dollar Amount In Numbers)

One Million One Hundred Seventy-nine Thousand Five Hundred Thirty-three dollars and Sixty-eight cents

(Dollar Amount In Words)

221TB13232C-05
 Solid Waste Disposal and Recycling Services Countywide

Section 2
 Bid Form

BID FORM FOR 95 GALLON

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
RECYCLING SERVICES				
1. Libraries	34	2	52	\$ 183,440.40
2. Senior Centers	17	2	52	\$ 91,720.20
3. Health Centers	10	3	52	\$ 80,922.40
4. Art Centers	6	1	52	\$ 18,874.96
5. Cooperative Extension	2	2	52	\$ 9,967.36
6. Housing and Community Affairs	4	2	52	\$ 19,935.24
7. Public Works & DREAM	10	2	52	\$ 49,836.80
8. Multi-Agency Locations	5	14	52	\$ 25,366.00
9. Police Locations	2	2	52	\$ 9,967.36
10. Registration and Elections	1	5	52	\$ 9,085.44
11. Sheriff Department	2	2	52	\$ 9,967.36
12. Public Safety	3	3	52	\$ 24,276.72
13. Other County Facilities	10	2	52	\$ 53,991.60
14. Open Tops Facilities	2	6	52	\$ 29,902.08
15. Compactors Facilities	4	30	52	\$ 43,501.12
Total Cost for 95 Gallon Containers for Recycling Services (Line Items #1 thru #15)				\$ 660,995.04

Total Cost= # of facilities X # of Pulls per week X 52

221TB13232C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

BID FORM FOR 96 GALLON

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOLID WASTE DISPOSAL SERVICES				
1. Libraries	34	2	52	\$ 183,440.40

Total Cost= # of facilities X # of Pulls per week X 52

Section 2
Bid Form

22TB13232C-GS
Solid Waste Disposal and Recycling Services Countywide

BID FORM FOR 8 YARD FRONT LOADER

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOLID WASTE DISPOSAL SERVICES				
1. Senior Centers	17	1	52	\$ 25,806.04
2. Health Centers	11	1	52	\$ 16,698.24
3. Art Centers	6	1	52	\$ 9,108.32
4. Cooperative Extension	2	1	52	\$ 3,036.28
5. Housing and Community Affairs	4	1	52	\$ 6,072.04
6. Public Works & DREAM	10	1	52	\$ 15,180.36
7. Multi-Agency Locations	5	1	52	\$ 7,590.44
8. Police Locations	2	1	52	\$ 3,036.28
9. Registration and Elections	1	1	52	\$ 1,518.40
10. Sheriff Department	2	1	52	\$ 3,036.28
11. Public Safety	3	1	52	\$ 4,554.68
12. Other County Facilities	10	1	52	\$ 15,180.36
13. Total Cost for 8 Yard Front Loader for Solid Services (Line Items #1 thru #12)				\$ 110,817.72

Total Cost= # of facilities X # of Pulls per week X 52

Section 2
Bid Form

221TB13232C-OS
Solid Waste Disposal and Recycling Services Countywide

BID FORM FOR OPEN TOP & COMPACTORS

Category	Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOLID WASTE DISPOSAL SERVICES					
1.	Open Tops	2	1	52	\$ 53,369.16
2.	Compactors	4	2	52	\$ 175,296.16
3.	Total Cost for Open Top & Compactors for Solid Waste Services (Line Items #1 & #2)				\$ 228,665.32

Total Cost= # of facilities X # of Pulls per week X 52

22/TB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

SHREDDING SERVICES

Description of Services	Rate per Hour
Shredding Services	
1. Shredding cost shall include labor, material, and disposal cost.	\$ N/A

ADDITIONAL SERVICES

Prices on the following items are required for as, and when, necessary during the contract. These prices will not be used for comparison of bid prices, or for selecting a bidder, as the effect of these prices on the contract value is negligibly small.

1. **Solid Waste Services: (Do Not Include As Part of Base Bid Amount)**

Description of Services	Price
1. Construction/Demolition	Price Per Ton: \$ 48.00
2. Clearing/Grubbing Debris	Price Per Ton: \$ 48.00
3. Yard Waste Material	Price Per Ton: \$ 48.00
4. Municipal Solid Waste (Household Garbage)	Price Per Ton: \$ 48.00
5. Container Handling	Price per Pull/Haul: \$250.00
(1+5)=Sub-Total Miscellaneous Service:	\$ 442.00
Self-Haul*	
	Price
1. Dead animals (self-haul)	Price Per Ton: \$ 48.00
2. Construction/Demolition (self-haul)	Price Per Ton: \$ 48.00
3. Yard Waste Material (self-haul)	Price Per Ton: \$ 48.00
4. Municipal Solid Waste (self-haul)	Price Per Ton: \$ 48.00
(1+4)=Sub-Total Self Haul:	\$ 192.00
Total Additional Services:	\$ 634.00

- Fulton County intent is to use the largest possible container for the disposal of waste material. Forty Yard containers are utilized as the primary disposal container. Containers smaller than 40 yard will only be used when directed by the County. Dead Animals and sludge from wastewater treatment system will be delivered to the disposal facility and will not require a container.
- Fulton County is requesting a single price for all pull or haul rate. The pull rate must include the cost for the delivery and pickup of the container.
- The included reports that have been released as an addendum contain all the information regarding the annual tonnage and pull utilization from the various locations.
*Self-haul: Defined as material that Fulton County transport directly to a landfill or transfer station facility.
- Landfill cost should not be included in the base bid price and will be paid per tonnage used.**

PER ITEM PRICING – (Do Not Include As Part of Base Bid Amount)

NOTE: The County reserves the right to reduce/increase service levels, without notice, which may reduce/add containers and/or frequency of pulls. Bidders are as to provide per item pricing as follows:

<u>Dumpster Size</u>	<u>Per Call Price (Includes Delivery and Pick-up)</u>
A. Three (3) CU. YDS	\$ <u>175.00</u> per call
B. Four (4) CU. YDS	\$ <u>175.00</u> per call
C. Six (6) CU. YDS	\$ <u>175.00</u> per call
D. Eight (8) CU. YDS	\$ <u>175.00</u> per call
E. Twenty (20) CU. YDS	\$ <u>350.00</u> per call
F. Thirty (30) CU. YDS	\$ <u>350.00</u> per call
G. Forty (40) CU. YDS	\$ <u>350.00</u> per call
H. Self-Contained Unit	\$ <u>N/A</u> per call
I. 95-gallon Cart	\$ <u>35.00</u> per call

22ITB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Tracey Shrader	13850 Ballantyne Corporate Place, Ste 225 Charlotte, NC 28277
Michael J. Holbrook	3303 N. Glenn Avenue Winston-Salem, NC 27105
Alan Owens	1571 Burks Drive Lake City, GA 30260

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [Insert name of prime contractor] Georgia Waste Systems, LLC dba Waste Management of Atlanta South on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

102444

EEV/Basic Pilot Program* User Identification Number

Michael J. Holbrook

BY: Authorized Officer of Agent
(Insert Contractor Name)

Director

Title of Authorized Officer or Agent of Contractor

Micheal J. Holbrook

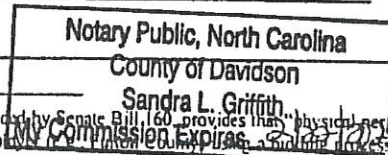
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of February, 2022.

Notary Public: *Sandra L. Griffith*

County: Forsyth

Commission Expires:



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer in a contract with a public employer (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]

STATE OF GEORGIA

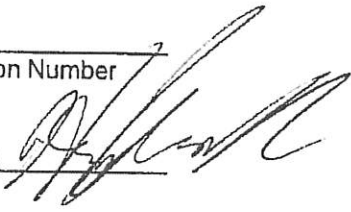
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Georgia Waste Systems, LLC dba Waste Management of South Atlanta behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

312185
EEV/Basic Pilot Program* User Identification Number

Brown Management Services Enterprises
BY: Authorized Officer of Agent
(Insert Subcontractor Name)



President
Title of Authorized Officer or Agent of Subcontractor

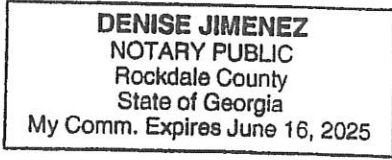
Hugh M. Brown, Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of Feb., 2022

Notary Public: Denise Jimenez

County: Rockdale Co

Commission Expires: June 16, 2025



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See Attached

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

See Attached

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

N/A

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 12 day of FEBRUARY, 2022

MICHAEL J. HOLBROOK 2/12/2022
(Legal Name of Proponent) (Date)

Michael J. Holbrook 2/12/2022
(Signature of Authorized Representative) (Date)

DIRECTOR
(Title)

Sworn to and subscribed before me,

This 12th day of February, 2022

Sandra L. Griffith
(Notary Public) (Seal)

Commission Expires _____

Notary Public, North Carolina
County of Davidson
Sandra L. Griffith (Date)
My Commission Expires 2/22/2025

Form D: Disclosure Form and Questionnaire

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

Name	Title	Title Role	Business Address
Tracey A. Shrader	President & Director	Officer	13850 Ballantyne Corporate Place, Ste. 225, Charlotte, NC 28277
Courtney A. Tippy	Vice President, Secretary & Director	Officer	1001 Fannin, Ste. 4000, Houston, TX 77002
Thomas G. Carroll	Vice President	Officer	6962 Main St., Woodstock, GA 30188
April Fuller	Vice President & Assistant Secretary	Officer	13850 Ballantyne Corporate Place, Ste. 225, Charlotte, NC 28277
Timothy B. Hawkins	Vice President	Officer	2700 Wiles Rd., Pompano Beach, FL 33073
Mark A. Lockett	Vice President & Assistant Treasurer	Officer	1021 Main St., Houston, TX 77002
Leslie K. Nagy	Vice President, CFO & Controller	Officer	1021 Main St., Houston, TX 77002
David L. Reed	Vice President & Treasurer	Officer	1001 Fannin, Ste. 4000, Houston, TX 77002
John S. Tsai	Vice President & Assistant General Counsel	Officer	1001 Fannin, Ste. 4000, Houston, TX 77002
James A. Wilson	Vice President	Officer	720 E. Butterfield Rd., 4th Floor, Lombard, IL 60148
Jeff R. Bennett	Assistant Treasurer	Officer	1001 Fannin, Ste. 4000, Houston, TX 77002
Janne C. Foster	Assistant Secretary	Officer	1850 Parkway Place, Ste. 600, Marietta, GA 30067
Ronald M. Kaplan	Assistant Secretary	Officer	2700 Wiles Rd., Pompano Beach, FL 33073
John S. Skoutelas	Assistant Secretary	Officer	100 Brandywine Blvd., 3rd Floor, Newtown, PA 18940

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Waste Management was incorporated in Oklahoma in 1987 under the name "USA Waste Services, Inc." and was reincorporated as a Delaware company in 1995. In a 1998 merger, the Illinois-based waste services company formerly known as Waste Management, Inc. became a wholly-owned subsidiary of Waste Management and changed its name to Waste Management Holdings, Inc. ("Waste Management Holdings").

We are the leading provider of comprehensive waste management services in North America, including collection, transfer, recycling and resource recovery, and disposal services for residential, commercial, industrial and municipal customers (our "Solid Waste business" or "Solid Waste"). Our Solid Waste business is operated and managed locally by our subsidiaries throughout North America that focuses on distinct geographical areas. During 2014, our largest customer represented approximately 1% of annual revenues. We employed approximately 39,800 people as of December 31, 2014.

We are also a leading developer, operator and owner of waste-to-energy and landfill gas-to-energy facilities in the United States. Waste Management owns and operates sixteen waste-to-energy facilities and five independent power-production facilities, which specialize in collecting municipal solid waste and transforming it into renewable electric power. Waste Management is also involved in landfill gas utilization, including landfill-gas-to-energy (LFGTE) production. The company has over 175 LFGTE facilities, these facilities collect methane and carbon dioxide gases emitted during the natural anaerobic decomposition of organic waste in the landfill. These gases are then used to fuel engines or turbines that generate electricity to power surrounding areas.

We owned or operated 247 solid waste landfills and 5 secure hazardous waste landfills, which represents the largest network of landfills in North America. In order to make disposal more practical for larger urban markets, where the distance to landfills or waste-to-energy facilities is typically farther, we manage 298 transfer stations that consolidate, compact and transport waste efficiently and economically. We also use waste to create energy. One method involves recovering the gas produced naturally, as waste decomposes in landfills and using the gas in generators to make electricity.

Our Company's revenue in 2014 was \$13.996 billion, and Waste Management has an asset base in excess of \$23 billion. The company has a strong cash flow and an extensive line of credit. Waste Management's financial strength is the foundation for its liability protection commitment to customers. This financial strength gives real meaning to indemnification from waste-related claims.

Litigation Disclosure

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Date	Agency	Type of Action	Nature of Violation	Disposition	Penalty
2/22/2011	GADNR	NOV	Following review of the facility's second semi-annual air quality report for 2010, it was alleged that the facility failed to keep up-to-date, continuous records for each flare. Records were unavailable for open flare F3 for 552 hours during the reporting period, due to a suspected bad disc, corresponding to 12.5% for the period.	Corrective action taken	\$0.00
2/15/2013	GAEPD	NOV	As the result of a 6/8/2012 memo from the Response and Remediation Program received by the Hazardous Waste Management Program, it is alleged that in January and February, 2012 the facility received and disposed of approximately 2000 tons of lead contaminated soil from the former Coats Talon Plant without having a hazardous waste permit.	The generator failed to property identify the waste, remedial steps taken.	\$0.00
12/3/2014	GAEPD	NOV	As a result of a facility inspection, it was alleged that the facility had several violations of the facility's title V Air Permit and GA Air Regulations. These alleged violations include the following: failure to implement the site SSM (Start Up, Shut Down, Malfunction) Plan, failure to maintain the SSM records for recordable events, operating Open Flare 3 above the manufacturer Recommended maximum design flow rate, failure to maintain continuous flow monitoring devices on F1 and F3, failure to submit a complete and accurate Title V Semi-Annual report for the period of January – July, 2014 and failure to perform routing maintenance on the scale house emergency generator as required by Subpart ZZZZ of the Air Regulations.	Corrective action taken	\$0.00

City of Lake City
BUSINESS LICENSE

2021 - 2022

GEORGIA WASTE SYSTEMS LLC dba WASTE MANAGEMENT

1571 BURKS DRIVE
LAKE CITY, GA 30260

LICENSE NO: 20210188

ISSUED: December 9, 2021

EXPIRATION: April 1, 2022

LOCATION: 1571 BURKS DRIVE
LAKE CITY, GA 30260

5 / CLASS 5

49 / GAS, ELECTRIC, SANITARY UTILIT
PAM LACOURSE

THIS LICENSE IS NOT TRANSFERABLE

DISPLAY LICENSE IN A CONSPICUOUS LOCATION AT THE
PLACE OF BUSINESS

E R B

AUTHORIZED SIGNATURE

GEORGIA WASTE SYSTEMS LLC dba WASTE MANAGEM
1571 BURKS DRIVE
LAKE CITY, GA 30260

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Georgia Waste Systems, LLC dba Waste Management of Atlanta South

ITB/RFP Name & Number: 22ITB132332C-GS, Solid Waste Disposal & Recycling Services

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ 28%

2. This information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	N/A	% of JV	N/A
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) \$844,435.44

Total Percentage of Certified Subcontractors: (%) 72%

Insert Bid #
Countywide Solid Waste Disposal and Recycling Services

Section 7
Contract Compliance Requirements

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Director of Public Sector Services

Business or Corporate Name: Georgia Waste Systems, LLC dba Waste Management of Atlanta South

Address: 1571 Burks Drive
Lake City, GA 30260

Telephone: (940) 293-3026

Fax Number: (770) 499 - 6060

Email Address: mholbroo@wm.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

22ITB132332C-GS

Solid Waste Disposal and Recycling Services Countywide

Section 5

Insurance and Risk Management Provisions

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles). Include Broadened Pollution – Endorsement # CG9948 and MCS 90		
4. UMBRELLA LIABILITY Per Occurrence		
(In excess of above noted coverages)		\$2,000,000
*Include Broadened Pollution		
5. CONTRACTOR'S POLLUTION LIABILITY Per Occurrence		
		\$1,000,000
<i>*(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement</i>		

*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.,
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out

22ITB132332C-GS

Solid Waste Disposal and Recycling Services Countywide

Section 5

Insurance and Risk Management Provisions

of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Georgia Waste Systems, LLC dba
Waste Management Atlanta South

SIGNATURE: _____



NAME: Micheal J. Holbrook

TITLE: Director

DATE: February 12, 2022



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)
12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Company	20702
INSURER D:	ACE Property & Casualty Insurance Co	20699
INSURER E:		
INSURER F:		

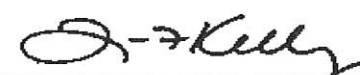
COVERAGES CERTIFICATE NUMBER: 17637592 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: PROJECT 21ITB130088C - GS COUNTYWIDE SOLID WASTE DISPOSAL AND RECYCLING SERVICES.

CERTIFICATE HOLDER CANCELLATION

17637592 FULTON COUNTY GOVERNMENT DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE 130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

22-0240 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#22ITB132332C-GS, Solid Waste Disposal and Recycling Services Countywide in the total amount of \$754,600.00 with (A) Latham Home Sanitation Company, Inc. (Loganville, GA) in the amount of \$441,600.00; and, (B) Georgia Waste Systems, LLC dba Waste Management of Atlanta South, (Lake City, GA) in the amount of \$313,000.00, to provide landfill solid waste disposal and single stream recycling services for Fulton County facilities. Effective dates: April 1, 2022, through December 31, 2022, with two renewal options.

22-0241 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Real Estate and Asset Management, Sourcwell Contract #031121-TTC, Landscape & Grounds Maintenance Equipment, Attachments and Accessories with Related Services in the amount of \$68,635.00 with Jack Peek's Sales, Inc., an authorized distributor/dealer for the purchase of five (5) Scag 61 Turf Tiger II 37HP EFI Briggs V Lawn Mowers. Effective upon BOC approval.

22-0242 Real Estate and Asset Management

Request approval to increase spending authority - Real Estate and Asset Management, 19ITB118788C-GS, Uninterrupted Power Supply System Maintenance Service - in the amount of \$108,223.00 with EOLA Power, LLC. (Formerly South Florida Critical Power, LLC, Miami, FL), for the replacement and installation of a new battery and capacitor in the uninterrupted power supply (UPS) system unit at the Fulton County Justice Center Tower. Effective upon BOC approval.

22-0243 Real Estate and Asset Management

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000116, Tires and Tubes, Pneumatic and Solid and Retread Tires, in the total amount of \$175,000.00 with (A) Continental Tire the Americas d/b/a Hill Tire Company, Inc. (Forest Park, GA) in the amount of \$25,000.00; (B) The Goodyear Tire & Rubber Company d/b/a Nextire Commercial, Inc. (Decatur, GA) in the amount of \$125,000.00; and (C) Bridgestone Americas Tire Operations, LLC d/b/a Atlanta Commercial Tire, Inc. (Forest Park, GA) in the amount of \$25,000.00, to provide tires, tubes, accessories and repair services for Fulton County fleet vehicles. Effective dates: upon approval of the Board of Commissioners through December 31, 2022.



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
22ITB132332C-GS (A)
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES COUNTYWIDE**

For

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Contractor: Latham Home Sanitation Company, Inc.

Contract No.: 21ITB132332C-GS, Solid Waste Disposal and Recycling Services
Countywide (A)

Address: 7756 B Hampton Place
City, State Loganville, GA 30052

Telephone: (770) 554-0455

Email: ricjarvis@gmail.com

Contact: Richard F. Jarvis
Vice President

This Agreement made and entered into effective the 1st day of April, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **LATHAM HOME SANITATION COMPANY, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform countywide solid waste disposal and single stream recycling services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on April 13, 2022, BOC# 22-0240 (A).

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform comprehensive solid waste collection, transportation, and disposal services for the County's facilities, and to support ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the contractor shall provide the necessary landfill/transfer station or other disposal facilities, dumpsters, roll off containers and single stream recycling collection as needed to meet the essential ongoing operations of the County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. **Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1st day of April 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this

Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$441,600.00, (Four Hundred Forty One Thousand Six Hundred Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal

representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Latham Home Sanitation Company, Inc.
7756 B Hampton Place
Loganville, GA 30052
Telephone: (770) 554-0455
Email: ricjarvis@gmail.com
Attention: Richard F. Jarvis Vice President

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of

Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall

promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such

documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

LATHAM HOME SANITATION COMPANY, INC.

R. Jarvis
Richard F. Jarvis
Vice President

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



ATTEST:

Barbara J. Jarvis
Secretary/
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

DocuSigned by:
Denval Stewart
2277A2CEF73F4E4...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Joseph N. Davis
E45C5C5F17FB417...
Joseph N. Davis, Director
Department of Real Estate and Asset Management

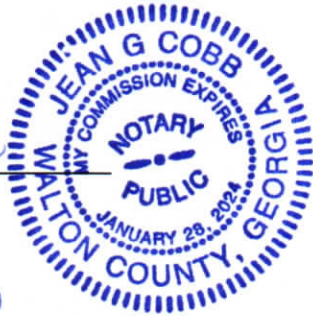
ATTEST:

Jean G. Cobb
Notary Public

County: Walton

Commission Expires: 28 Jan 2024

(Affix Notary Seal)



2022-0240 4/13/2022
ITEM#: _____ RM: _____
REGULAR MEETING



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **LATHAM HOME
SANITATION
COMPANY, INC.**

Control Number: **J607735**

Business Type: **Domestic Profit
Corporation**

Business Status: **Active/Owes Current
Year AR**

Business Purpose: **NONE**

Principal Office Address: **7756 B HAMPTON PL,
LOGANVILLE, GA,
30052, USA**

Date of Formation /
Registration Date: **5/14/1986**

State of Formation: **Georgia**

Last Annual Registration
Year: **2021**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Barbara L Jarvis**

Physical Address: **7756 B Hampton Place, Loganville, GA, 30052, USA**

County: **Walton**

OFFICER INFORMATION

Name	Title	Business Address
BARBARA L. JARVIS	Secretary	7756 B HAMPTON PL, LOGANVILLE, GA, 30052, USA
BARBARA LATHAM JARVIS	CEO	7756 B HAMPTON PL, LOGANVILLE, GA, 30052, USA
RICHARD F JARVIS	CFO	7756 B HAMPTON PL, LOGANVILLE, GA, 30052, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

[Report a Problem?](#)

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: Waste Management
 Address: 5374 Goshen Springs Rd - NORCROSS, GA 30043
 Contact Person and Title: Steve Edwards - Municipal Marketing
 Phone: 770-560-4025
 Email: sedwards@wm.com
 Contract Period: 10/1/2004 -> PRESENT
 Scope of Work: Cities of Berkeley Lake, Lilburn, Loganville, Snellville, Social Circle, & Sugar Hill - household garbage collection, recycling, bulk item, yard trash in various cities.

REFERENCE TWO

Government/Company Name: City of Snellville
 Address: 2491 Magnolia Blvd - Snellville, GA 30078
 Contact Person and Title: Gaye Johnson - Public Works Director
 Phone: 770-985-3527
 Email: gjohnson@snellville.org
 Contract Period: 11-1-2006 -> PRESENT
 Scope of Work: City of Snellville Residential Solid Waste, Recycling, Bulk Item & Yard Trash Collection

REFERENCE THREE

Government/Company Name: City of Madison
 Address: 285 N. Main Street Madison, GA 30650
 Contact Person and Title: David Nunn - City Manager
 Phone: 706-342-1251 / or / 706-752-7957
 Email: dunn@madisonGA
 Contract Period: 11-1-2006 -> Present
 Scope of Work: City of Madison Residential & Commercial, Recycling Collection.

ADDENDA

No Addenda were required for this Project

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide comprehensive solid waste collection, transportation, and disposal services for the County's facilities, and to support ongoing operational needs for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the contractor shall provide the necessary landfill/transfer station or other disposal facilities, dumpsters, roll off containers as needed to meet the essential ongoing operations of the County.

The facilities are as follows:

A. Facility Roll-off/Compactor Service

These facilities require daily container pulls to meet the ongoing needs of the operations. This service must provide additional flexibility, when needed, for additional containers to support various events, projects, and unforeseen circumstances upon request such as: additional pulls at the Fulton County Jail Complex, construction and renovations of building projects, recycling program, vacant lot cleanups, furniture and equipment, biomedical waste, household hazardous waste and other special waste. In addition to the landfill/transfer station disposal sites, the contractor shall provide roll off containers (various sizes) on an "on call basis" to the following facilities:

- Stonewall Tell- 5601 Stonewall Tell Road, College Park, GA 30049
- 11575 Maxwell Road, Alpharetta, GA 3005
- Charlie Brown Airport - 3952 Aviation Circle, Atlanta, GA 30336
- Big Creek - 1050 Marietta Hwy, Roswell, Georgia 30075
- Fulton County Jail, 901 Rice Street NW, Atlanta, GA
- Fulton County Jail, 1101 Jefferson Street NW, Atlanta, GA
- Grounds Services Center, 125 Willis Mills Road, Atlanta, GA
- Fulton County Warehouse, 79 Milton Ave SE, Atlanta, GA
- Fulton County Government Center, 141 Pryor Street, Atlanta, GA
- Justice Center Tower, 185 Central Ave, Atlanta, GA
- Juvenile Justice Center, 395 Pryor Street SW, Atlanta, GA
- BOH, 4700 North Point Parkway, Alpharetta, GA

B. Fulton County Library Facilities

A large number of the County's libraries do not have enclosures and/or concrete pads for the placement of fixed 4- or 8-yard containers. Some of the facilities will require the placement of 95 gallon, or 3-yard containers on wheels (containers less than 4 yards). This may require the diver to physically retrieve the containers from facility and dump the containers into the receiving vehicle.

Each Fulton County library facility will require containers for garbage and for single stream recycling. The garbage containers will require a weekly pull frequency and the recycling is on an "as needed" or weekly.

In addition to the solid waste disposal, Contractor shall provide single stream recycling services in conjunction with the regular garbage collection services

utilizing the same 95-gallon containers. The library garbage collection service work will require Contractor to be able to add new library locations and/or expand single stream recycling collection to other Fulton county facilities as needed by the County.

The intent is to add single stream recycling services to facilities without the capacity to add front load dumpsters. This may require the vendor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton county facility. The recycling will be conducted utilizing recycling 95-gallon containers.

C. Building and Facilities (Dumpster Service of various container sizes including compactors)

Contractor shall provide all labor, equipment, transportation, and materials necessary to provide trash collection and removal services for approximately 80+ County facilities. This service must provide flexibility, when needed, for additional containers to support various events, projects and unforeseen circumstances upon request such as: additional pulls at the Fulton County Jail Complex, construction and renovations of building projects, recycling program, vacant lot cleanups, furniture and equipment and other special waste.

For other County facilities, it is the intent of the County to extend single stream recycling services to all facilities by requiring Bidder to provide a single stream recycling dumpster of similar size as the containers utilized for solid waste disposal at each Fulton County facility.

D. Recycling Services

1. Contractor shall notify the County of the recycling location where recyclables will be unloaded and processed. All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor shall submit total weight of materials recycled with invoice.

Contractor shall provide recycling and shredding service for community upon request. Number of events shall not exceed 50.

2. Fulton County has implemented a single stream recycling task to augment the solid waste collection for all county library facilities. The recycling will be conducted in conjunction with the regular garbage collection services utilizing the same size containers.

3. The library garbage collection service work will require the vendor to add new library locations or expand single stream recycling collection to other Fulton county facilities as needed by the County. The purpose of this task is to add single stream recycling services to facilities without the capacity to add front load dumpsters. This may require the vendor to operate on a variable or limited frequency to satisfy the additional solid waste needs of any Fulton county facility. The recycling will be conducted utilizing various size of recycling gallon containers.

4. Fulton County will extend single stream recycling services to any facility by requiring the vendor to provide a single stream recycling dumpster of similar size as the containers utilized for solid waste disposal at each Fulton County facility.

E. Shredding Service (Optional)

This service may be utilized on as-needed basis only.

NOTE: For all of the County's facilities, the Bidder shall be required to identify the transfer stations/landfills that are available to meet the County's needs and provide waste acceptance for each facility and operating hours in Bidder's response to this bid.

F. List of County Facilities:

1: LIBRARY LOCATIONS

DESCRIPTION Libraries & Address
1. Adams Park Branch 2231 Campbellton Rd., SW Atlanta, GA 30311
2. Adamsville-Collier Heights Branch 3424 Martin Luther King, Jr., Atlanta, GA 30331
3. Alpharetta Branch 10 Park Plaza Alpharetta, GA 30009
4. Auburn Avenue Research Library 101 Auburn Avenue NE, Atlanta, GA 30303
5. Buckhead Branch 269 Buckhead Ave, NE Atlanta, GA 30305
6. Central Library & Library System Headquarters One Margaret Mitchell Square, Atlanta, GA 30303
7. Cleveland Avenue Branch 74Cleveland Avenue SW Atlanta, GA 30315
8. College Park Branch 3647 Main Street College Park, GA 30337
9. Dogwood Branch 1838 Donald Lee Hollowell Pkwy NW Atlanta GA 30318
10. East Point Branch 400 Flat Shoals Ave SE, Atlanta, GA 30316
11. East Point Branch 2754 Main Street East Point, GA 30344
12. East Roswell Branch 2301 Holcomb Bridge Road Roswell, GA 30076
13. Evelyn G Lowery Library @ Cascade 3665 Cascade Rd SW Atlanta, GA 30331
14. Fairburn Branch 60 Valley View Drive Fairburn, GA 30291

15. Gladys S. Dennard Library @South Fulton 4055 Flat Shoals Rd Union City, Ga 30291
16. Hapeville Branch 525 King Arnold Street Hapeville, GA 30354
17. Kirkwood Branch 11 Kirkwood Road SE Atlanta, GA 30317
18. Louise Watley Library at Southeast Atlanta 1463 Pryor Road, SE Atlanta, GA 30315
19. Martin Luther King Jr., Branch 409 John Wesley Dobbs Ave., Atlanta, GA 30312
20. Mechanicsville Branch 400 Formwalt St., SW, Atlanta, GA 30312
21. Metropolitan Branch 1332 Metropolitan Pkwy. Atlanta 30310
22. Milton Branch 855 Mayfield Road Milton, GA 30009
23. Northeast/Spruill Oaks Branch 9560 Spruill Road Johns Creek, GA 30022
24. Northside Branch 3295 Northside Parkway NW Atlanta, GA 30327
25. Northwest Branch at Scotts Crossing 2489 Perry Boulevard NW Atlanta, GA 30318
26. Ocee Branch 5090 Abbotts Bridge Rd Johns Creek, GA 30005
27. Palmetto Branch 9111 Cascade Palmetto Hwy Palmetto, GA 30268
28. Peachtree Branch 1315 Peachtree Street NE Atlanta, GA 30309
29. Ponce de Leon Branch 980 Ponce de Leon Avenue NE Atlanta, GA 30306
30. Roswell Branch 115 Norcross Street Roswell GA 30075
31. Sandy Springs Branch 395 Mount Vernon Hwy. Sandy Springs, GA 30328

32. Washington Park Branch 1116 Martin Luther King, Jr., Drive Atlanta, GA 30314
33. West End Branch 525 Peoples Street SW Atlanta, GA 30310
34. Wolf Creek Branch 3100 Enon Road Atlanta, GA 30331
TOTALS FOR LIBRARIES: 34

2: SENIOR CENTER LOCATIONS

DESCRIPTION: Senior Centers & Address
1. Auburn Senior Center 300 Edgewood, NE Atlanta, GA 30312
2. Bethlehem @ Birdine Neighborhood Senior Center 215 Lakewood Way, SW Atlanta, GA 30315
3. Camp Truitt Neighborhood Senior Center 4320 Herschel Rd Atlanta, GA 30337
4. Dogwood Neighborhood Senior Center 1953 Donald L. Hollowell Pkwy Atlanta, GA 30318
5. Hapeville Neighborhood Senior Center 527 King Arnold St Hapeville, Ga 30354
6. H.J.C. Bowden Senior Multi-Purpose Facility 2885 Church Street East Point, GA 30344
7. Sandy Spring/Dorothy C Benson Senior Center 6500 Vernon Woods Drive Sandy Spring, GA 30328
8. Harriet G. Darnell Senior Multi-Purpose Facility 677 Fairburn Road Atlanta, GA 30031
9. Helene Mills Senior Center Multi-Purpose Facility 515 John Wesley Dobbs Ave. Atlanta, GA 30312
10. New Beginnings Neighborhood Senior Center 66 Brooks Drive Fairburn, GA 30213
11. New Horizons Neighborhood Senior Center 745 Orr St Atlanta, GA 30314
12. Northside Shepherd Neighborhood Senior Center 1705 Commerce Dr. Atlanta, GA 30318
13. Quality Living Services 4001 Danforth Road Atlanta, GA 30331
14. Roswell Neighborhood Senior Center 1250 Warsaw Road Roswell, GA 30075
15. Southeast Neighborhood Senior Center 1650 New Town Circle Atlanta, GA 30315

<p>16. Palmetto Neighborhood Senior Center 510 Turner Avenue Palmetto, GA 30268</p>
<p>17. Union City Neighborhood Senior Center 5285 Lakeside Drive Union City, GA 30291</p>
<p>TOTALS FOR SENIOR CENTERS: 17</p>

3: HEALTH CENTER LOCATIONS

DESCRIPTION Health Centers & Address
<p>1. Fulton County Public Health 10 Park Place Atlanta, GA 30303</p>
<p>2. Adamsville Regional Health Center 3700 Martin Luther King, Jr. Drive Atlanta, GA 30331</p>
<p>3. Central Training Center 425 Longhorn Street Atlanta, GA 30331</p>
<p>4. Center for Health & Rehabilitation 265 Boulevard, N.E. Atlanta, GA 30312</p>
<p>5. Mental Health and HR 1090 Jefferson St SW Atlanta, GA 30318</p>
<p>6. Neighborhood Union Health Center 186 Sunset Avenue Atlanta, GA 30314</p>
<p>7. South Fulton Mental Health Center 1636 Connally Drive East Point, GA 30344</p>
<p>8. College Park Regional Health Center 1920 John Wesley Ave. College Park, GA 30312</p>
<p>9. West Fulton Mental Health Center 475 Fairburn Road Atlanta GA 30331</p>
<p>10. Fulton County BOH COVID-19 Testing Site 4700 North Point Pkwy Alpharetta, GA 30022</p>
<p>TOTALS FOR SENIOR CENTERS: 10</p>

4: ART CENTER LOCATIONS

DESCRIPTION: Art Centers & Address
1. Abernathy Arts Center 254 Johnson Ferry Road, NW Sandy Springs, GA 30328
2. Aviation Community Cultural Center 3900 Aviation Circle, NW Atlanta, GA 30336
3. Hammond House Museum 503 Peeples Street Atlanta, GA 30310
4. Johns Creek Arts Center 6290 Abbotts Bridge Rd, Building 700 Johns Creek, GA 30097
5. West End Performing Arts Center 945 Ralph David Abernathy Blvd. Atlanta, GA 30310
6. Wolf Creek Amphitheater 3025 Merk Rd SW College Park, GA 30349
TOTALS FOR ART CENTERS: 6

5: COOPERATIVE EXTENSION LOCATIONS

DESCRIPTION: Cooperative Extension & Address
1. County Extension Office 1757 Washington Avenue East Point, GA 30344
2. Camp Fulton/Truitt 4-H Center 4300 Herschel Road College Park, GA 30337
TOTALS FOR ART CENTERS: 2

6: HOUSING AND COMMUNITY AFFAIRS LOCATIONS

DESCRIPTION: Housing and Community Development & Address	
1.	Jefferson Place 1135 Jefferson Street NW Atlanta, GA 30318
2.	Fulton County Clubhouse 1480 Delowe Dr. Atlanta, GA 30311
3.	Oak Hill Homes 2805 Metropolitan Pkwy Atlanta, GA 30315
4.	Child Shelter 2836 Springdale Road Atlanta, GA 30315
TOTALS FOR ART CENTERS: 4	

7: PUBLIC WORKS & DREAM LOCATIONS

DESCRIPTION: Public Works/DREAM & Address
1. Airport Complex 3920 Airway Road NW Atlanta, GA 30336
2. Central Maintenance Facility 895 Marietta Blvd. NW Atlanta, GA 30318
3. Commerce Way Warehouse 3037 Commerce Way Hapeville, GA 30354
4. DREAM Electronic Bldg. A 3929 Aviation Cir Atlanta, GA 30336
5. DREAM /Material Mgt. Bldg. C 3929 Aviation Cir Atlanta, GA 30336
6. DREAM /Material Mgt. Bldg. C 3929 Aviation Cir Atlanta, GA 30336
7. D.A. Pearson Maintenance Shop Bldg. B 3929 Aviation Cir Atlanta, GA 30336
8. North Fulton Water System 11575 A Maxwell Road Alpharetta, GA 30009
9. Public Safety Training 3025 Merk Road College Park, GA 30349
10. Stonewall Camp Barracks, Utility Const. 5601 Stonewall Tell Rd Atlanta, GA 30349
11. Dogwood Pumping Station 9695 Dogwood Road Roswell, GA 30375
TOTALS FOR PUBLIC WORKS/DREAM: 11

8: MULTI-AGENCY LOCATIONS

DESCRIPTION Multi-Agency & Address
1. Justice Center 395 Pryor Street SW Atlanta, GA 30312
2. Charles L Carnes Justice 160 Pryor St Atlanta, GA 30303
3. Medical Examiner Facility 430 Pryor St Atlanta, GA 30312
4. North Fulton Service Center 7741 Roswell Road Atlanta, GA 30350
5. South Fulton Service Center 5600 Stonewall Tell Road College Park, GA 30349
TOTALS FOR PUBLIC WORKS/DREAM: 5

9: POLICE LOCATIONS

DESCRIPTION Police & Address
1. David L. Hagan Firing Range 5301 Aldredge Road Atlanta, GA 30331
2. Wolf Creek Public Safety Training 3025 Merk Road College Park, GA 30349
TOTALS FOR POLICE: 2

10: REGISTRATION AND ELECTION LOCATION

DESCRIPTION Elections Preparation Center & Address
1. Elections Preparation Center 1365 English Street Atlanta, GA 30318
TOTALS FOR REGISTRATION & ELECTION: 1

11: SHERIFF DEPARTMENT LOCATIONS

DESCRIPTION Sheriff Department & Address
1. Fulton County Jail 1101 Jefferson Street Atlanta, GA 30318
2. Fulton County Jail 1101 Jefferson Street Atlanta, GA 30318
TOTALS FOR SHERIFF DEPARTMENT: 2

12: PUBLIC SAFETY

DESCRIPTION Public Safety & Address
1. South Training Center 2605 Fairburn Road SW Atlanta, GA 30331
2. Tactical Operations & Planning 3995 Martin Luther King Jr. Drive Atlanta, GA 30318
3. North Training Center 5025 Roswell Road Atlanta, GA 30342
TOTALS FOR PUBLIC SAFETY: 3

13: OTHER COUNTY FACILITIES/AREA LOCATIONS

DESCRIPTION: Other County Facilities/Area Locations & Address
1. Fulton County Record Office 1030 Marietta Hwy Atlanta, GA 30318
2. Tax Commissioner Office 32 Mitchell Street SW Atlanta, GA 30303
3. Parking Lot 135 Peachtree Street Atlanta, GA 30303
4. Parking Lot 194 Mitchell Street Atlanta, GA 30303
5. Information Technology Record Center 3037 Commerce Way Hapeville, GA 30354
6. New Government Building Record Office 34 Peachtree Street Atlanta, GA 30303
7. Airport Administration Building 3952 Aviation Circle Atlanta, GA 30336
8. South Fulton Multipurpose Center 4255 Will Lee Road College Park, GA 30349
9. South Fulton Maintenance Operation Center 7472 Cochran Road Atlanta, GA 30349
10. South Fulton Municipal Jail @ Union City 6500 Watson Street Union City, GA 30291
TOTALS FOR OTHER COUNTY FACILITIES: 10

14: OPEN TOP

DESCRIPTION Department & Address
1. DREAM Warehouse 79 Milton Ave Atlanta, GA 30315
2. DREAM Grounds Division* 125 Willis Mill Rd Atlanta, GA 30311
TOTALS FOR DEPARTMENTS: 2

(*) Indicates with Tonnage Cost is Involved. Cost should reflect a FULL load pull.

15: COMPACTORS

DESCRIPTION Department & Address
1. Government Center* 141 Pryor Street SW Atlanta, GA 30303
2. Justice Center Tower* 185 Central Ave Atlanta, GA 30303
3. Fulton County Jail* 901 Rice St NW Atlanta, GA 30318
4. BOH* 4700 North Point Pkwy Alpharetta GA 30009
TOTALS FOR DEPARTMENTS: 4

(*) Indicates with Tonnage Cost is Involved. Cost should reflect a FULL load pull.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$441,600.00, (Four Hundred Forty One Thousand Six Hundred Dollars and No Cents),, which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Latham Home Sanitation Company, Inc

For: 22ITB132332C-GS, SOLID WASTE DISPOSAL AND RECYCLING SERVICES
COUNTYWIDE

Submitted on January 25, 2022

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Annotate the Total Base Amount from Bid Form on Pages 3 thru 7)

\$ 452,548.⁰⁰/₁₀₀

(Dollar Amount In Numbers)

Four hundred fifty two thousand five hundred

(Dollar Amount in Words)

forty eight dollars & zero cents

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Bidder shall compute their bids as follows to determine the cost for each category listed below:

1. **95 Gallon Container:** Cost shall include container, service and mileage, if applicable, as one cost. The formula to be used is as follows:

$$(\# \text{ of facilities } \times \# \text{ of pulls per week } \times 52 = \text{Cost})$$
2. **8 Yard Front End Loader:** Cost shall include container, service and mileage, if applicable, as one cost. The formula to be used is as follows:

$$(\# \text{ of facilities } \times \# \text{ of pulls per week } \times 52 = \text{Cost})$$
3. **Open Top (OT)/Compactors:** The formula to be used is as follows:

$$(\# \text{ of facilities } \times \# \text{ of pulls per week } \times 52 = \text{Cost})$$
4. **Solid Waste Services:** Cost shall be per ton for the listed services. **Do not include landfill costs in the per ton cost.**
5. **Recycling Services:** Cost shall be based on curbside solid waste disposal.

Note: The recommendation for award is based on the lowest bidder per container size group, which consists of four (4) different groups: 1) **95 Gallon for Recycling Services**, 2) **95 Gallon for Solid Waste Disposal Services for Libraries**, 3) **8 Yard Front Loader for Solid Waste Disposal Services**, and 4) **Open Top & Compactors for Solid Waste Disposal Services**; and you must bid on all facilities type listed within each container size group to be considered for an award. Also, the lowest bidder for **Shredding Services**.

Additional Services for Solid Waste and Dumpster Sizes **Do Not Include As Part of Base Bid Amount.**

Note: Lines 1 through 16, 95 Gallon containers Bidder(s) must bid all lines in category
 Lines 17 through 28, 8 Yard Front Loader containers Bidder(s) must bid all lines in category
 Lines 29 through 30, Open Top & Compactors containers Bidder(s) must bid all lines in category

22ITB132332C-GS
 Solid Waste Disposal and Recycling Services Countywide

Section 2
 Bid Form

BID FORM FOR 95 GALLON

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
RECYCLING SERVICES				
1. Libraries	34	2	52	\$ 74,256.00
2. Senior Centers	17	2	52	\$ 37,128.00
3. Health Centers	10	3	52	\$ 32,160.00
4. Art Centers	6	1	52	\$ 6,552.00
5. Cooperative Extension	2	2	52	\$ 4,368.00
6. Housing and Community Affairs	4	2	52	\$ 8,736.00
7. Public Works & DREAM	10	2	52	\$ 21,840.00
8. Multi-Agency Locations	5	14	52	\$ 76,440.00
9. Police Locations	2	2	52	\$ 4,368.00
10. Registration and Elections	1	5	52	\$ 5,460.00
11. Sheriff Department	2	2	52	\$ 4,368.00
12. Public Safety	3	3	52	\$ 9,828.00
13. Other County Facilities	10	2	52	\$ 21,840.00
14. Open Tops Facilities	2	6	52	\$ 13,104.00
15. Compactors Facilities	4	30	52	\$ 131,040.00
Total Cost for 95 Gallon Containers for Recycling Services (Line Items #1 thru #15)				\$ 452,088.00

Total Cost= # of facilities X # of Pulls per week X 52

22ITB132332C-GS
 Solid Waste Disposal and Recycling Services Countywide

Section 2
 Bid Form

BID FORM FOR 95 GALLON

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOILD WASTE DISPOSAL SERVICES				
1. Libraries	34	2	52	\$ 74,256.00

Total Cost= # of facilities X # of Pulls per week X 52

BID FORM FOR 8 YARD FRONT LOADER

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOLID WASTE DISPOSAL SERVICES				
1. Senior Centers	17	1	52	\$ NO Bid
2. Health Centers	11	1	52	\$ NO Bid
3. Art Centers	6	1	52	\$ NO Bid
4. Cooperative Extension	2	1	52	\$ NO Bid
5. Housing and Community Affairs	4	1	52	\$ NO Bid
6. Public Works & DREAM	10	1	52	\$ NO Bid
7. Multi-Agency Locations	5	1	52	\$ NO Bid
8. Police Locations	2	1	52	\$ NO Bid
9. Registration and Elections	1	1	52	\$ NO Bid
10. Sheriff Department	2	1	52	\$ NO Bid
11. Public Safety	3	1	52	\$ NO Bid
12. Other County Facilities	10	1	52	\$ NO Bid
13. Total Cost for 8 Yard Front Loader for Solid Services (Line Items #1 thru #12)				\$ NO Bid

Total Cost= # of facilities X # of Pulls per week X 52

22ITB132332C-GS

Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

BID FORM FOR OPEN TOP & COMPACTORS

Category Types of Facilities	# of Facilities	# of Pulls per Week	# of weeks	Total Cost
SOLID WASTE DISPOSAL SERVICES				
1. Open Tops	2	1	52	\$ NO BID
2. Compactors	4	2	52	\$ NO BID
3. Total Cost for Open Top & Compactors for Solid Waste Services (Line Items #1 & #2)				
				\$ NO BID

Total Cost= # of facilities X # of Pulls per week X 52

22ITB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

SHREDDING SERVICES

Description of Services	Rate per Hour
Shredding Services	
1. Shredding cost shall include labor, material, and disposal cost.	\$ 460.00

ADDITIONAL SERVICES

Prices on the following items are required for as, and when, necessary during the contract. These prices will not be used for comparison of bid prices, or for selecting a bidder, as the effect of these prices on the contract value is negligibly small.

1. **Solid Waste Services: (Do Not Include As Part of Base Bid Amount)**

Description of Services	Price
1. Construction/Demolition	Price Per Ton: \$ No Bid
2. Clearing/Grubbing Debris	Price Per Ton: \$ No Bid
3. Yard Waste Material	Price Per Ton: \$ No Bid
4. Municipal Solid Waste (Household Garbage)	Price Per Ton: \$ No Bid
5. Container Handling	Price per Pull/Haul: No Bid
(1+5)=Sub-Total Miscellaneous Service:	\$ No Bid
Self-Haul*	Price
1. Dead animals (self-haul)	Price Per Ton: \$ No Bid
2. Construction/Demolition (self-haul)	Price Per Ton: \$ No Bid
3. Yard Waste Material (self-haul)	Price Per Ton: \$ No Bid
4. Municipal Solid Waste (self-haul)	Price Per Ton: \$ No Bid
(1+4)=Sub-Total Self Haul:	\$ No Bid
Total Additional Services:	\$ No Bid

- Fulton County intent is to use the largest possible container for the disposal of waste material. Forty Yard containers are utilized as the primary disposal container. Containers smaller than 40 yard will only be used when directed by the County. Dead Animals and sludge from wastewater treatment system will be delivered to the disposal facility and will not require a container.
- Fulton County is requesting a single price for all pull or haul rate. The pull rate must include the cost for the delivery and pickup of the container.
- The included reports that have been released as an addendum contain all the information regarding the annual tonnage and pull utilization from the various locations.
*Self-haul: Defined as material that Fulton County transport directly to a landfill or transfer station facility.
- Landfill cost should not be included in the base bid price and will be paid per tonnage used.**

PER ITEM PRICING – (Do Not Include As Part of Base Bid Amount)

NOTE: The County reserves the right to reduce/increase service levels, without notice, which may reduce/add containers and/or frequency of pulls. Bidders are as to provide per item pricing as follows:

<u>Dumpster Size</u>	<u>Per Call Price (Includes Delivery and Pick-up)</u>
A. Three (3) CU. YDS	\$ <u>NO BID</u> per call
B. Four (4) CU. YDS	\$ <u>NO BID</u> per call
C. Six (6) CU. YDS	\$ <u>NO BID</u> per call
D. Eight (8) CU. YDS	\$ <u>NO BID</u> per call
E. Twenty (20) CU. YDS	\$ <u>NO BID</u> per call
F. Thirty (30) CU. YDS	\$ <u>NO BID</u> per call
G. Forty (40) CU. YDS	\$ <u>NO BID</u> per call
H. Self-Contained Unit	\$ <u>NO BID</u> per call
I. 95-gallon Cart	\$ <u>21.00</u> per call

22ITB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

Not Applicable Dollars

(\$ N/A) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Latham Home Sanitation Company, INC.

Signed by: Ric Jarvis
[Type or Print Name]

Title: Vice - President.

Business Address: 7756 B Hampton Place
Loganville, GA 30052,

Business Phone: 770-554-0455

22ITB132332C-GS
Solid Waste Disposal and Recycling Services Countywide

Section 2
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Barbara Latham Jarvis	102110 Waters Edge Drive Covington, GA 30014
Richard E. Jarvis	102110 Waters Edge Dr. Covington, GA 30014
William W Keeling III	1168 PJ East Road Covington, GA 30014
Kristen Jarvis Keeling	1168 PJ East Road Covington, GA 30014

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Latham Home Sanitation Company, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

ID# 2382160 Authorization Date
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

Vice President
Title of Authorized Officer or Agent of Contractor

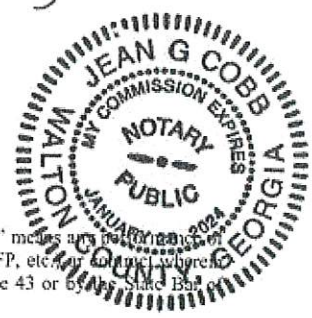
Richard F. JARVIS
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 24th day of January, 2022

Notary Public: Jean G Cobb

County: Walton

Commission Expires: January 28, 2024



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any individual, firm or corporation engaged in the labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or a contract where the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Not Applicable behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Not Applicable - No SUBCONTRACTOR
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Not Applicable

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Not Applicable

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Not Applicable

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully, and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Barbara Latham Jarvis & Richard F. Jarvis - President & Vice President
William Keeling & Kristen Jarvis Keeling - Treasurer & Secretary
7756 B Hampton Place
Loganville, GA. 30052

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business. Latham Home Sanitation Company, Inc. founded in 1984 continues to provide residential & commercial & municipal garbage collection and recycling collection service, including scrap tire recycling service. Our scope of services remain unchanged over the last five years.

3. Please state whether any employee, agent, or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

- i) Latham Home Sanitation Company, Inc. has been directly & indirectly involved in numerous Fulton County projects over the years. Specifically, Fulton County Yard Trash Collection, Fulton County Scrap Tire Recycling, Fulton County Bulk Item Collection, & current Solid Waste Disposal and Recycling Services.
- ii) Latham Home Sanitation has directly & indirectly received revenues from the above mentioned projects.
- iii) Latham Home Sanitation Company, Inc. is currently the Prime Bidder in Solid Waste & Recycling Services Countywide for awarded sections of contract. We receive revenues based on services rendered in the existing contract.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended, or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so, please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

- 5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 24 day of January, 2022

Latham Home Sanitation Company, Inc 1/24/2022
(Legal Name of Proponent) (Date)

[Signature]
(Signature of Authorized Representative) (Date)

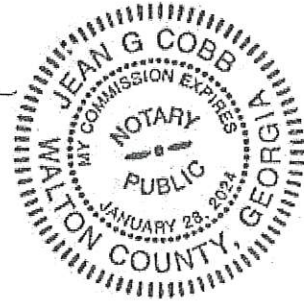
Vice-President
(Title)

Sworn to and subscribed before me,

This 24th day of January, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires January 28, 2024
(Date)



CITY OF LOGANVILLE
OCCUPATIONAL CERTIFICATE

2021

CERTIFICATE NUMBER: License Number 22079
LATHAM HOME SANITATION COMPANY, INC.
7756 B HAMPTON PLACE
LOGANVILLE, GA 30052

Owner Name: RIC JARVIS

Business Type: SANITATION

The above listed business has paid the City of Loganville the required sum in conformity with the law that authorized said business, subject to ordinances of issuer.

ELECTRIC, GAS, & SANITARY SERVICES

568.18

01/01/2021
DATE ISSUED

12/31/2021
EXPIRATION DATE



[Signature]

Administrator

[Signature]

Occupational Tax Clerk

The issuing Department shall have the right to suspend any Certificate Tax receipt issued under this Ordinance whenever a person, firm or corporation doing business shall deviate from the normal operations for which the Certificate Tax receipt was purchased or fails in performance to meet the required regulations and code as set forth by the City of Loganville issuing this Certificate, by the issuing Department, Building Inspection Department, Loganville Police Department, County Health Departments or violate any law or ordinance of the United States, or the State of Georgia or the Counties of Gwinnett or Walton in pursuant of such business conducted under such Occupational Tax Regulations, or when it shall be proven before the issuing Department that there is a violation of a nuisance law, or when the health, morals, and safety of the public demand the suspension of such Occupational Tax Certificate receipt.

THIS TAX RECEIPT TO BE POSTED IN A CONSPICIOUS PLACE IN THE BUSINESS PREMISES HEREIN DESCRIBED, AS PROOF OF LICENSE TO CONDUCT BUSINESS.

Send completed form to:
 Environmental Protection Division, Solid Waste Management Program
 4244 International Parkway, Suite 104
 Atlanta, GA 30354-3902

EPD Use Only
 County: 067
 PBR#: 067-815(COL)

Notification of Permit-by-Rule Operation

I. APPLICANT INFORMATION

Facility Name: <u>LATHAM Home SANITATION</u>		<input type="checkbox"/> Transfer of Ownership	
Facility Address/Location: <u>3228 BRUSHY DRIVE</u>			
City: <u>LOGANVILLE</u>	County: <u>GWINNETT</u>	State: <u>GA.</u>	ZIP Code: <u>30052</u>
Owner/Operator: <u>Latham Home Sanitation Company, INC.</u>			
Email: <u>ric.jarvis@gmail.com</u>		<input checked="" type="checkbox"/> New/Updated Contact Information	
Address: <u>P.O. Box 515</u>		Phone: <u>770-554-0455</u>	
City: <u>Loganville</u>	State: <u>GA.</u>	ZIP Code: <u>30052</u>	
Authorized Representative: <u>RIC JARVIS</u>		<input type="checkbox"/> New/Updated Contact Information	
Email: <u>ric.jarvis@gmail.com</u>		Title: <u>Vice President</u>	
Address: <u>7756 B Hampton Place</u>		Phone: <u>678-283-0880</u>	
City: <u>Loganville</u>	State: <u>GA.</u>	ZIP Code: <u>30052</u>	

II. OPERATION TYPE Only check boxes for the operation(s) for which you will be responsible:

Collection
 Transfer Station
 On-site Processing or Thermal Treatment
 Yard Trimmings Landfill
 Other:
 Facility is: Private use only
 Public (open to the general public)

RECEIVED
 OCT 29 2019

III. SOLID WASTE HANDLED Check all applicable types:

Municipal
 Construction & Demolition
 Industrial
 Compost Cate
 Inert
 Biomedical
 Yard Trimmings
 Scrap tire collection

SOLID WASTE MANAGEMENT PROGRAM

IV. DESCRIPTION OF OPERATION Briefly describe the general nature of the proposed operation and list specific solid waste to be disposed, processed or treated. For yard trimmings landfills only, please attach a site survey map that shows the disposal area to be no more than five acres and not located within 200 feet of an on/property line or enclosed structure.
Collection - Transport - Disposal of residential, municipal, commercial solid waste, bulk items, yard trash & recycling (including scrap tire recycling)

V. STATUS OF OPERATION
 Existing
 Proposed
 Projected start-up date:

VI. AREAS SERVED: List the counties to be served.
Clayton - DeKalb - Fulton - Gwinnett - Morgan - Newton - Walton

VII. LOCATION OF OPERATION Attach a notification for a transfer station, on-site processing, thermal treatment, wastewater treatment, class 2 composting facility, thermal treatment plant, leachate disposal operation, or yard trimmings landfill. You must attach a street or highway map indicating the location of the site/facility.

Latitude: _____ Longitude: _____

PLEASE NOTE: Incomplete notifications will be returned. Operations must meet the conditions in paragraphs 2 and 3 of section .06 and paragraphs (5)(b) and (6) of section .16 for class 2 composting facilities in the Rules for Solid Waste Management in order to operate under the permit-by-rule provision.

SIGNATURE: [Signature] V.P. DATE: 10/22/2019



GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

October 31, 2019

Mr. Ric Jarvis
Vice President
Latham Home Sanitation Company, Inc.
P.O. Box 515
Loganville, Georgia 30052

SUBJECT: Notification of Permit by Rule Operations
Latham Home Sanitation Company, Inc.
Gwinnett County -PBR- 067-815 (COL)

Dear Mr. Jarvis:

The Solid Waste Permitting Unit received your notification to collect solid waste for disposal on October 29, 2019. The collection operation to be located 3228 Brushy Drive, Loganville, Georgia, shall be deemed to have a solid waste handling permit by rule if it complies with Section 391-3-4-.06(3)(a) of the Rules for Solid Waste Management, including the following:

1. **Vehicle Construction:** Vehicles or containers used for collection and transportation of garbage and similar putrescible wastes, or mixtures containing such wastes, shall be covered, substantially leakproof, durable, and of easily cleanable construction.
2. **Vehicle Maintenance:** Solid waste collection and transportation vehicles shall be cleaned frequently and shall be maintained in good repair.
3. **Littering and Spillage:** Vehicles or containers used for the collection and transportation of solid waste shall be loaded and moved in such a manner that the contents will not fall, leak or spill therefrom, and shall be covered when necessary to prevent blowing of material from the vehicle.
4. **No regulated quantities of hazardous wastes may be collected and transported except in accordance with the provisions of the Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60 et seq.**
5. **Local Ordinances:** It is the responsibility of the collector to comply with all local rules, regulations, and ordinances pertaining to operation of solid waste collection systems.

Mr. Ric Jarvis
October 31, 2019
Page 2 of 2

6. All wastewater from cleaning of vehicles must be handled in a manner which meets all applicable environmental laws and regulations.
7. All collected solid waste must be deposited only in a permitted solid waste handling facility authorized to receive the applicable waste types.

The Rules for Solid Waste Management, Chapter 391-3-4, can be found on EPD's website at <http://epd.georgia.gov/existing-rules-and-corresponding-laws>. Please carefully review definitions and requirements pertaining to your operation. Violation of any of the applicable requirements will invalidate your permit by rule status.

This permit by rule does not supersede any approvals or permits that may be required by any other existing federal, state, or local ordinances, or rules and regulations. If you have any questions, please feel free to contact me at (404) 362-2565.

Sincerely,



Marissa Randolph
Environmental Engineer
Solid Waste Permitting Unit
Solid Waste Management Program

Enclosures: PBR Notification Form Copy

cc: Honorable Charlotte J. Nash, Chair, Gwinnett County Board of Commissioners
EPD Mountain District - Atlanta
William Cook, GA EPD
File (PBR) - Gwinnett County -PBR- 067-815 COL

S:\LAND\LANDDOCS\SOLIDWASTE\PERMIT BY RULE\PBR LETTER DOC\067-815 PBR(COL) - Latham Home Sanitation Company, Inc..DOCX

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Richard Jarvis),
Name

Vice-President
Title

Latham Home Sanitation Company, INC.
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Richard F. JARVIS TITLE: Vice President

SIGNATURE: *R. Jarvis*

ADDRESS: Latham Home Sanitation Company, Inc.
7756 B Hampton Place Loganville, GA 30052

PHONE NUMBER: 770-554-0455 EMAIL: ric.jarvis@gmail.com

Insert Bid # 22 ITB 132332C-GS
 Countywide Solid Waste Disposal and Recycling Services

Section 7
 Contract Compliance Requirements

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Latham Home Sanitation Company, Inc
22 ITB 132332C-GS
 ITB/RFP Name & Number: Solid Waste Disposal and Recycling Services Countywide

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disabled Veteran (SDVBE) Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
 \$ _____ Or 100% %

2. This information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	<u>Not</u>	% of JV	<u>Not</u>
Ethnicity	<u>Not</u>	Ethnicity	<u>Not</u>
Gender	<u>Applicable</u>	Gender	<u>Not</u>
Certified (Y or N)	<u>Applicable</u>	Certified (Y or N)	<u>Applicable</u>
Agency		Agency	
Date		Date	
Certified		Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) ZERO DOLLARS

Total Percentage of Certified Subcontractors: (%) ZERO Percent



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov

Main: (404) 612-6300

October 11, 2021

Ms. Barbara Latham
Latham Home Sanitation Company, Inc.
7756 B Hampton Place
P.O. Box 515
Loganville, GA 30052

Dear Ms. Latham:

Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("M/FBE") certification. Based on our evaluation of the information submitted, your firm has met the requirements for certification.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as an M/FBE three (3) months prior to the certification expiration date October 11, 2023.

Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in location, management, ownership or control of your firm, you are required to update your firms' profile online. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise Directory.

If you have any questions or require further assistance, please feel free to contact 404-612-6300.

Your firm is certified under the following commodity code description(s): Demolition, Hauling, Heavy Equipment, Trucking, Refuse and Garbage Collection/Dumping, Recyclable Materials.

Sincerely,

Mario Avery
Contract Compliance Administrator

Insert Bid # 22 ITB132332C-45
Countywide Solid Waste Disposal and Recycling Services

Section 7
Contract Compliance Requirements

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Vice President
Business or Corporate Name: Latham Home Sanitation Company, INC.
Address: 7756 B Hampton Place
Loganville, GA 30052
Telephone: (770) 554-0455
Fax Number: (770) 554-2383
Email Address: ric.jarvis@gmail.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

- 1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

- 2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

22ITB132332C-GS

Solid Waste Disposal and Recycling Services Countywide

Section 5

Insurance and Risk Management Provisions

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles). Include Broadened Pollution – Endorsement # CG9948 and MCS 90		
4. UMBRELLA LIABILITY Per Occurrence		
(In excess of above noted coverages)		\$2,000,000
*Include Broadened Pollution		
5. CONTRACTOR'S POLLUTION LIABILITY Per Occurrence		
* <i>(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement</i>		\$1,000,000

*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.,
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out

of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Latham Home Sanitation SIGNATURE: 
Company, Inc.

NAME: Richard Jarvis TITLE: Vice-President DATE: 1/25/2022

22-0240 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#22ITB132332C-GS, Solid Waste Disposal and Recycling Services Countywide in the total amount of \$754,600.00 with (A) Latham Home Sanitation Company, Inc. (Loganville, GA) in the amount of \$441,600.00; and, (B) Georgia Waste Systems, LLC dba Waste Management of Atlanta South, (Lake City, GA) in the amount of \$313,000.00, to provide landfill solid waste disposal and single stream recycling services for Fulton County facilities. Effective dates: April 1, 2022, through December 31, 2022, with two renewal options.

22-0241 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Real Estate and Asset Management, Sourcwell Contract #031121-TTC, Landscape & Grounds Maintenance Equipment, Attachments and Accessories with Related Services in the amount of \$68,635.00 with Jack Peek's Sales, Inc., an authorized distributor/dealer for the purchase of five (5) Scag 61 Turf Tiger II 37HP EFI Briggs V Lawn Mowers. Effective upon BOC approval.

22-0242 Real Estate and Asset Management

Request approval to increase spending authority - Real Estate and Asset Management, 19ITB118788C-GS, Uninterrupted Power Supply System Maintenance Service - in the amount of \$108,223.00 with EOLA Power, LLC. (Formerly South Florida Critical Power, LLC, Miami, FL), for the replacement and installation of a new battery and capacitor in the uninterrupted power supply (UPS) system unit at the Fulton County Justice Center Tower. Effective upon BOC approval.

22-0243 Real Estate and Asset Management

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000116, Tires and Tubes, Pneumatic and Solid and Retread Tires, in the total amount of \$175,000.00 with (A) Continental Tire the Americas d/b/a Hill Tire Company, Inc. (Forest Park, GA) in the amount of \$25,000.00; (B) The Goodyear Tire & Rubber Company d/b/a Nextire Commercial, Inc. (Decatur, GA) in the amount of \$125,000.00; and (C) Bridgestone Americas Tire Operations, LLC d/b/a Atlanta Commercial Tire, Inc. (Forest Park, GA) in the amount of \$25,000.00, to provide tires, tubes, accessories and repair services for Fulton County fleet vehicles. Effective dates: upon approval of the Board of Commissioners through December 31, 2022.