



FULTON COUNTY



CONTRACT DOCUMENTS FOR

14ITB93716C-DR

LANDFILL SOLID WASTE DISPOSAL SERVICE

For

PUBLIC WORKS/GENERAL SERVICES DEPARTMENT

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CONTRACT AGREEMENT

Contractor: Georgia Waste Systems, Inc. d.b.a. Waste Management of Atlanta

Contract No.: 14ITB93716C-DR, Landfill Solid Waste Disposal Service

Address: 1571 Burks Drive

City, State Lake City, Georgia 30260

Telephone: (404) 931-7880

Email: kmitche9@wm.com

Contact: Kenyatta Mitchell,
Regional Public Sector Representative

This Agreement made and entered into effective the **1st day of January, 2015** by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **GEORGIA WASTE SYSTEMS, INC. D.B.A. WASTE MANAGEMENT OF ATLANTA** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **PUBLIC WORKS/GENERAL SERVICES DEPARTMENT** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Waste Management Inc., shall provide landfill disposal services for the Fulton County Public Works/General Services Department for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the successful vendor shall provide the necessary landfill/transfer station or other disposal facilities and/or roll off containers as needed to meet the essential ongoing operation of the department, hereinafter, referred to as the "**Project**".

WHEREAS, Waste Management Inc., 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 Waste Management Inc., agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Waste Management Inc., and the County 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;
- 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 Waste Management Inc.'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 Waste Management Inc.'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 **October 15, 2014; Item # 14-0842.**

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 Waste Management Inc., agree that Waste Management Inc., shall provide landfill disposal services for the Fulton County Public Works/General

Services Department for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, the successful vendor shall provide the necessary landfill/transfer station or other disposal facilities and/or roll off containers as needed to meet the essential ongoing operation of the department.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Waste Management Inc., shall not be construed to exceed those services specifically set forth herein. Waste Management Inc., 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**

Waste Management Inc., 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 Waste Management Inc., 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. Waste Management Inc., may rely upon written consents and an approval signed by County's authorized representatives that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Waste Management Inc., 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**

Waste Management Inc., 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 Waste Management Inc., from County. Waste Management Inc., shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. 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 [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2015. 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, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017.

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 Waste Management Inc., 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 **\$264,000.00 (Two Hundred Sixty Four Thousand dollars and zero cents)**, which is full payment for a complete scope of work/services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., No

changes or substitutions shall be permitted in Waste Management Inc., '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 Waste Management Inc., 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, Waste Management Inc., 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, Waste Management Inc., 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 **DEPARTMENT** designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Waste Management Inc.,. Waste Management Inc., 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, Waste Management Inc., 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, Waste Management Inc., shall proceed diligently with performance of the Agreement and in accordance with the decision of the **DEPARTMENT** designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Waste Management Inc., 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 Waste Management Inc., 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 thereof, 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 Waste Management Inc., terminate Waste Management Inc.,'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 Waste Management Inc., shall be required to provide all copies of finished or unfinished documents prepared by Waste Management Inc., under this Agreement.
- (5) Waste Management Inc., shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not Waste Management Inc.,'s right to proceed with the work has been terminated, Waste Management Inc., shall be liable for any damage to the County resulting from Waste Management Inc.,'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 Waste Management Inc., 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 Waste Management Inc., if the Agreement is terminated for convenience by the County, as provided in this

article, Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., 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

Waste Management Inc., shall perform the services under this Agreement as an independent Waste Management Inc., 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 Waste Management Inc., or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Waste Management Inc., 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 Waste Management Inc., or under the direct supervision of Waste Management Inc.,. All personnel engaged in the Project by Waste Management Inc., 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 Waste Management Inc., without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Waste Management Inc., 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 Waste Management Inc., its agents, employees or others working at the direction of Waste Management Inc., or on its behalf, or due to any breach of this Agreement by the Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc.,

Waste Management Inc., 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.

Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Waste Management Inc., at Waste Management Inc.,'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 Waste Management Inc., (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, Waste Management Inc., 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, Waste Management Inc., shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Waste Management Inc., 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 Waste Management Inc., 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, Waste Management Inc.,) 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, Waste Management Inc., shall retain its own separate counsel, each at Waste Management Inc.,'s sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Waste Management Inc.,'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 Waste Management Inc., has complied with all of Waste Management Inc.,'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 Waste Management Inc., has not complied with all of Waste Management Inc.,'s obligations with respect to such claim, Waste Management Inc., shall be obligated to pay the cost and expense of such separate counsel). Waste Management Inc., 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 Waste Management Inc., 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**

Waste Management Inc., 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 Waste Management Inc., for the purpose of securing business and that Waste Management Inc., 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**

Waste Management Inc., 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:**

Waste Management Inc., 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. Waste Management Inc., 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

Waste Management Inc., 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

Waste Management Inc., 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 Waste Management Inc., without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Waste Management Inc., of such termination. Waste Management Inc., 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. Waste Management Inc., 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 INSPECTIONS

At any time during normal business hours and as often as County may deem necessary, Waste Management Inc., 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. Waste Management Inc.,'s records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Waste Management Inc.,. 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 Waste Management Inc.,'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 Waste Management Inc.,. Waste Management Inc., 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. Waste Management Inc., 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

Waste Management Inc., shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Waste Management Inc., 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 Waste Management Inc., 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:

Interim Director
Public Works/General Services Department
141 Pryor Street, Suite G-119
Atlanta, Georgia 30303
Telephone: (404) 612-5911
Facsimile: (404) 730-7106
Attention: Kun Suwanarpa, P.E.

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303

Telephone: (404) 612-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Waste Management Inc.,
1571 Burks Drive
Lake City, Georgia 30260
Telephone: (404) 931-7880
Attention: Kenyatta Mitchell, Regional Public Sector Representative

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, Waste Management Inc., agrees as follows:

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

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

Section 30.03 Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., 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. Waste Management Inc., acknowledges that any documents or computerized data provided to the County by Waste Management Inc., may be subject to release to the public. Waste Management Inc., also acknowledges that documents and computerized data created or held by Waste Management Inc., in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. Waste Management Inc., shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. Waste Management Inc., shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by Waste Management Inc.,. Waste Management Inc., shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Waste Management Inc., submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between Waste Management Inc., and the County, such that Waste Management Inc.,'s failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. INVOICING AND PAYMENT

Waste Management Inc., 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 Waste Management Inc., 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: Waste Management Inc., shall submit all invoices in original and one (1) copy to:

Interim Director
Public Works/General Services Department
141 Pryor Street, Suite G-119
Atlanta, Georgia 30303
Telephone: (404) 612-5911
Facsimile: (404) 730-7106
Attention: Kun Suwanarpa, P.E.

Waste Management Inc.,'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 Waste Management Inc., 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: Waste Management Inc., must certify in writing that all sub-Contractors of Waste Management Inc., and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Waste Management Inc., is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Waste Management Inc., 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 Waste Management Inc., 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 Waste Management Inc., for work performed or furnished for or relating to the service for which payment was accepted, unless Waste Management Inc., 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 35. TAXES

Waste Management Inc., 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 Waste Management Inc., 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. Waste Management Inc., 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. Waste Management Inc., 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 Waste Management Inc., for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

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

ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the County to Waste Management Inc., 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 Waste Management Inc., 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.

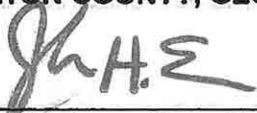
ARTICLE 38. WAGE CLAUSE

Waste Management Inc., shall agree that in the performance of this Agreement Waste Management Inc., will comply with all lawful agreements, if any, which Waste Management Inc., 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



John H. Eaves, Commission Chair
Board of Commissioners

CONTRACTOR:

Georgia Waste Systems, Inc.
~~WASTE MANAGEMENT INC.,~~



Tracey Shrader, President

ATTEST:



Mark Wassey
Clerk to the Commission (Seal)

ATTEST:



Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:



Office of the County Attorney

APPROVED AS TO CONTENT:



Kun Suwanarpa, P.E., Interim Director
Public Works/General Services
Department

ITEM # *14-0842* RCS *10.15.14*
RECESS MEETING

ADDENDA

14ITB93716C-DR, LANDFILL SOLID WASTE DISPOSAL SERVICES
Addendum No. 1
Page Two

This Addendum forms a part of the contract documents and modifies the original ITB documents as noted below:

The submittal deadline for the proposal listed above has been extended from August 13, 2014 to the date listed below. The new opening bid date is as follows:

Wednesday, August 20, 2014 at 11:00 A.M. EST

Attached hereto are responses to questions submitted in reference to the above ITB.

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Failure to return a signed copy of this addendum could render your bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **August 20, 2014 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 13 day of August, 2014.

Georgia Waste Systems, Inc. d.b.a. Waste Management of Atlanta South
Legal Name of Bidder


Signature of Authorized Representative

President
Title

EXHIBIT A

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror 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 Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a Waste Management Inc., be other than the manufacturer, the Waste Management Inc., and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

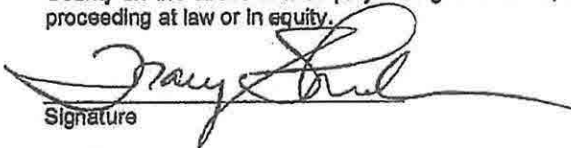
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Waste Management Inc., responsible for any resultant excess cost.
9. All proposals and 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 proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Kemi Construction Company, Inc's, O.C.G.A. §43-14-8.2(h).

Remainder of page intentionally left blank.

EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, Tracey Shrader, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by Georgia Waste Systems, Inc. or any of his subcontractors in connection with the design and/or construction of N/A at Fulton County have been paid and satisfied in full as of January, 2006, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.


Signature

President
Title

Personally appeared before me this 13 day of August, 2014. Tracey Shrader, who under Oath deposes and says that he is President of the firm of Georgia Waste Inc, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Melissa Cheatham-Webb
Notary Public

4-30-16
My Commission expires



END OF SECTION

EXHIBIT B

SPECIAL CONDITIONS

THERE ARE NO SPECIAL CONDITIONS FOR THIS PROJECT.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

Waste Management Inc., is to provide asphalt paving, concrete, masonry maintenance and repair services for the Public Works/General Services Department on an "as needed, if needed, when needed" basis.

Waste Management Inc., shall provide landfill disposal services for the Fulton County Facilities and Transportation Services (FTS) Department for the disposal of construction and demolition waste, clearing and grubbing debris, municipal solid waste, and other routine waste materials. In addition, Waste Management Inc., shall provide the necessary landfill/transfer station or other disposal facilities and/or roll off containers as needed to meet the essential ongoing operation of the department.

In addition to the landfill/transfer station disposal sites, the successful vendor shall provide roll off containers (various sizes) on a regular 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
Merk Miles - 3225 Merk Road, College Park, GA 30049
Big Creek – 1050 Marietta Hwy, Roswell, Georgia 30075
Creel Road Park - 2775 Creel Road, College Park, Georgia 30049

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate Waste Management Inc., as follows:

County agrees to compensate Waste Management Inc., for all services performed under this Agreement in an amount not to exceed **\$264,000.00 (Two Hundred Sixty Four Thousand dollars and zero cents)**.

This contract is an indefinite quantity, firm fixed price contract to be used for the commodities/goods listed below:

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

Remainder of page intentionally left blank.

BID FORM

Description of Services	Price
Construction/Demolition	Price Per Ton: \$34.00
Clearing/Grubbing Debris	Price Per Ton: \$34.00
Yard Waste Material	Price Per Ton: \$34.00
Municipal Solid Waste (Household Garbage)	Price Per Ton: \$38.00
Container Handling	Price per Pull/Haul: \$105.00
Self-Haul*	
Dead animals (self-haul)	Price Per Ton: \$28.00
Construction/Demolition (self-haul)	Price Per Ton: \$22.00
Yard Waste Material (self-haul)	Price Per Ton: \$22.00
Municipal Solid Waste (self-haul)	Price Per Ton: \$28.00

1. 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 waste water treatment system will be delivered to the disposal facility and will not require a container.
2. 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.
3. The included reports that have been released as an addendum contain all of the information regarding the annual tonnage and pull utilization from the various locations. The Merk Miles facility is responsible for 95+ percent of all total disposal needs of the County
4. *Self-haul: Defined as material that Fulton County transport directly to a landfill or transfer station facility.

*Self-haul prices are for our Turkey Run, R&B, Pine Bluff and Willow Oak (inert materials only) landfills.

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 # 1 DATED 8/12/14

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: Georgia Waste Systems, Inc. d.b.a. Waste Management of Atlanta South

Signed by: Tracey Shrader
[Type or Print Name]

Title: President

Business Address: 1571 Burks Drive

Lake City, GA 30260

Business Phone: 704-544-0554

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
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT E

PURCHASING FORMS

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, Tracey Shrader certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Georgia Waste Systems, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Georgia Waste Systems, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Georgia Waste Systems, Inc.

(COMPANY NAME)

[Signature]
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 13 day of August, 2014

[Signature]
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Melissa Cheatham-Webb

County: Stokes

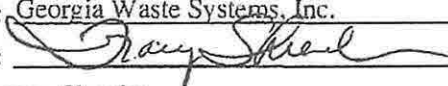
Commission Expires: 04-30-2016



**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 148 inclusive, including any addenda # 1 to # 1 exhibit(s) # A to # H, attachment(s) # to # N/A, and/or appendices # 1 to # 2 in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: Georgia Waste Systems, Inc.
Signature: 
Name: Tracey Shrader
Title: President
Date: August 13, 2014
(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION
(NOT APPLICABLE)**

Contractor's Name: Georgia Waste Systems, Inc.

Utility Contractor's Name: N/A

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
(NOT APPLICABLE)**

Contractor's Name: Georgia Waste Systems, Inc.

General Contractor's License Number: N/A

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: Georgia Waste Systems, Inc. d.b.a. Waste Management of Atlanta

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Certificate of Existence

Professional License Number: J303265

Expiration Date of License: N/A

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: 8/13/14

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

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

CONTROL NUMBER : J303265
DATE INC/AUTH/FILED : 6/7/1968 12:00:00 AM
JURISDICTION : Georgia
PRINT DATE : 2/28/2013 8:55:15 PM

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA WASTE SYSTEMS, Inc.
A Domestic For-Profit Corporation

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above 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.



B: P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: zqzDPEgD

POST IN A CONSPICUOUS PLACE

ACCOUNT #: 240

CITY OF LAKE CITY

5455 JONESBORO ROAD
LAKE CITY, GEORGIA 30260
404-366-8080

**Tax Certificate
Occupational - Regulatory - Insurance**

GEORGIA WASTE SYS. DBA WASTE

MANAGEMENT
1571 BURKS DRIVE
LAKE CITY GA 30260

License No.: 2014 000483

Date of Issue: 3/14/2014

01571 BURKS DRIVE
Business Location

City of Lake City, Georgia, has granted a Certificate for carrying on the business of
WASTE SERVICES

This License Expires On April 1, 2015 42,379.70

Witness my hand and seal with day and year above written



ERIC BECKMAN

This license is not transferable and is subject to be revoked if abused.

Under penalty of perjury, I declare that I have examined this certification 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 13 day of August, 2014

Georgia Waste Systems, Inc. 8/13/2014
(Legal Name of Offeror) (Date)

 8/13/2014
(Signature of Authorized Representative) (Date)

President
(Title)

FORM E: 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 See Attached

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 13 day of August, 2014

Georgia Waste Systems, Inc. 8/13/14
(Legal Name of Proponent) (Date)

[Signature] 8/13/14
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 13 day of August, 2014

Melissa Cheatham-Webb
(Notary Public) (Seal)

Commission Expires 4-30-2016
(Date)



Form E, 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
Smith, Linda J.	Sole Director	Director	1001 Fannin, Suite 4000, Houston, TX 77002
Shrader, Tracey A.	President	Officer	Ballantyne Two, 13777 Ballantyne Corporate Place, Ste 320, Charlotte, NC 28277
Burgess, Ruthann W.	Vice President and Assistant Secretary	Officer	2175 Hwy 78, P.O. Box 145, Dorchester, SC 29437
Carpenter, Don P.	Vice President, Chief Financial Officer and Controller	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Carroll, Thomas G.	Vice President	Officer	6962 Main Street, Woodstock, GA 30188
Hawkins, Timothy B.	Vice President	Officer	2700 Wiles Road, Pompano Beach, FL 33073
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Rankin, Devina A.	Vice President and Treasurer	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Smith, Linda J.	Vice President and Secretary	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Tsai, S. John	Vice President and Assistant General Counsel	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Van Gessel, John T.	Vice President and Assistant Secretary	Officer	1850 Parkway Place, Suite 600, Marietta, GA 30067
Wilt, Dennis M.	Vice President	Officer	720 E. Butterfield Road, Lombard, IL 60148
Bennett, Jeff R.	Assistant Treasurer	Officer	1001 Fannin, Suite 4000, Houston, TX 77002
Foster, Janne C.	Assistant Secretary	Officer	1850 Parkway Place, Suite 600, Marietta, GA 30067
Kaplan, Ronald M.	Assistant Secretary	Officer	2700 Wiles Road, Pompano Beach, FL 33073
Waste Management Holdings, Inc.	Sole Shareholder	Owner	1001 Fannin, Suite 4000, Houston, TX 77002

2. Please describe the general development of said Offeror's business during the past five (5) years, of 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. We are also a leading developer, operator and owner of waste-to-energy and landfill gas-to-energy facilities in the United States. During 2012, our largest customer represented approximately 1% of annual revenues. We employed approximately 43,500 people as of December 31, 2012.

We own or operate 269 landfill sites, which is the largest network of landfills in our industry. 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 297 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 subsidiary, Wheelabrator Technologies, Inc., also uses waste to create energy by operating 22 highly efficient waste combustion plants that produce clean, renewable energy. We are a leading recycler in North America, handling materials that include paper, cardboard, glass, plastic, metal and electronics. We provide cost-efficient, environmentally sound recycling programs for municipalities, businesses and households across the U.S. and Canada. In addition to traditional waste operations, we are also expanding to increase the service offerings we provide for our customers.

Our Company’s revenue in 2013 was \$13.6 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.

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?
 - Notice of Violation issued by the Georgia Department of Natural Resources on 10/23/2012, issued against Georgia Waste Systems, Inc. d.b.a Waste Management Atlanta East in Norcross, GA. The NOV alleged a failure to respond/complete the fleet survey. The matter was closed and no penalty paid.
 - Notice of Violation issued by the Georgia Department of Environmental Protection in 2012, issued against Pine Bluff Landfill, Inc. a subsidiary of Waste Management. The NOV alleged a failure to respond/complete in a timely manner the Title V Air Semi-Annual Report.

The above list includes matters related to the provision of contracted services and does not include employment or labor related matters or insured claims.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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, 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.

EEV SCOC2123

EEV/Basic Pilot Program User Identification Number

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

Tracey Shrader

Title of Authorized Officer or Agent of Contractor

President

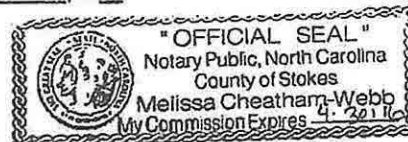
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of August, 2014

Notary Public: Melissa Cheatham-Webb

County: Stokes

Commission Expires: 4-30-2016



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 (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 services 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 G: 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, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A
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].

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Tracey Shrader),
Name

President Georgia Waste Systems, Inc.
Title Firm 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 Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: 

ADDRESS: 1571 Burks Drive Lake City, GA 30260

TELEPHONE NUMBER: 704-544-0554

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	42	7	11	1	31	5	10	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
FIRST/MID LEVEL OFFICIALS and MANAGERS	3	1	2	1	2	N/A	2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PROFESSIONALS	6	5	3	1	4	3	2	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TECHNICIANS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SALES WORKERS	26	78	8	25	18	53	8	23	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ADMINISTRATIVE SUPPORT WORKERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CRAFT WORKERS	N/A	N/A																
OPERATIVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LABORERS & HELPERS	380	7	181	3	199	4	146	3	29	N/A	N/A	N/A	1	N/A	2	N/A	3	N/A
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Georgia Waste Systems, Inc.

1571 Burks Drive Lake City, GA 30260

704-554-0554

X

Bidder/Proposer

Subcontractor

Kenyatta Mitchell

Date Completed: 7/25/2014

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder: Georgia Waste Systems, Inc.

ITB Number: 14ITB93716C-DR

Project Name or Description of Work/Service(s): Landfill Solid Waste Disposal
Service

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not ☒ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement. N/A

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: N/A

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: N/A
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$) 0

Total Percentage Value: (%) 0

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 without prior approval of the County, 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.

Signature:  Title: President

Firm or Corporate Name: Georgia Waste Systems, Inc.

Address: 1571 Burks Drive

Lake City, GA 30260

Telephone: (704) 554-0554

Fax Number: () N/A

Email Address: TShrader@wm.com

FULTON COUNTY

First Source Jobs Program Agreement

Awarded Contractor's Name: Georgia Waste Systems, Inc.

Formal Contract Name: Landfill Solid Waste Disposal Service

ITB Number: 14ITB93716C-DR

Contact Person: Kenyatta Mitchell

Contact Phone: 404 931 7880

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: Regional Public Sector Rep. Date: 8/13/14

Contractor's Name: Kenyatta Mitchell

Contractor's Signature: 

FORM 3

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form must be completed by ALL known subcontractor and submitted with the bid/proposal. The Prime Contractor must submit Letters of Intent for ALL known subcontractors at time of bid submission.

To: N/A
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder does not intend to subcontract any portion of the scope of work services(s), this form must be completed and submitted with the bid.

N/A _____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. 14ITB93716C-DR

LANDFILL SOLID WASTE DISPOSAL SERVICE

This form must be completed and submitted with the bid if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: N/A
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

N/A

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

N/A

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

N/A

14ITB93716C-DR
Landfill Solid Waste Disposal Service

Section 7
Contract Compliance Requirements

On this ____ day of _____, 20____, before me, appeared _____,
the undersigned officer, personally appeared _____ known
to me to be the person described in the foregoing Affidavit and acknowledges that he
(she) executed the same in the capacity therein stated and for the purpose therein
contained.

N/A

14ITB93716C-DR
Landfill Solid Waste Disposal Service

Section 7
Contract Compliance Requirements

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the tenth day of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____
SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date	
TOTALS						

Executed By: _____

(Signature)
(Printed Name)

Notary: _____ Date: _____

My Commission Expires: _____

N/A

14ITB93716C-DR
Landfill Solid Waste Disposal Service

Section 7
Contract Compliance Requirements

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

FULTON COUNTY

First Source Jobs Program Information

Company Name: Georgia Waste Systems, Inc.

Project Number: ITB 14ITB93716C-DR

Project Name: Landfill Solid Waste Disposal Service

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. N/A
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: Kenyatta Mitchell

Phone Number: 404 931 7880

Email Address: kmitche9@wm.com

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: Georgia Waste Systems, Inc.

Formal Contract Name: Landfill Solid Waste Disposal Service

ITB Number: 14ITB93716C-DR

Contact Person: Kenyatta Mitchell

Contact Phone: 404 931 7880

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

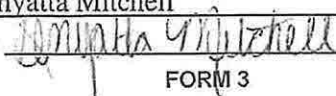
Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: Regional Public Sector Rep Date: 8/13/14

Contractor's Name: Kenyatta Mitchell

Contractor's Signature: 

FORM 3

Supplier Diversity Sustains Business™



Waste Management has developed a supplier diversity initiative and processes for both first and second tier spending, which we track monthly. The Corporate Procurement Department administers this program.

Tim Musquiz, Procurement Analyst
1021 Main St, Houston, Texas, 77002
(713) 328 - 7049
TMusquiz@wm.com

2012 -Mission – To develop a growing portfolio of viable and competitive small businesses; including those owned by minorities, women and service-disabled veterans that will enable our company to increasingly utilize a supplier base that truly reflects the diversity of our customer base.

Our Vision – The Waste Management Supplier Diversity process will be recognized by its customers, suppliers, employees, and the communities it serves as “Best In Class.”

Policy – Our policy states minority and women owned businesses certified by the NMSDC (National Minority Supplier Development Council) or WBENC (Women’s Business Enterprise National Council) shall be included in all competitive sourcing where such a supply-base exists. In addition, service disabled veteran and small business owners are included in this process.

Program Commitment – Supplier Diversity is a proactive business process that seeks to provide all qualified suppliers with equal access to purchasing opportunities. It promotes supplier participation reflective of a company’s diverse customer base and the diverse business community. It also enables companies to cultivate new markets, new customers, and new talent in diverse communities while facilitating and encouraging economic development.

Goals - It is the desire of Waste Management to select suppliers who deliver the best overall value, value that consists of competitive pricing, high levels of service, and continuous and proactive support of products and services, quality, technological foresight, and information management. Waste Management is committed to actively seeking goods and services from minority, women, service disabled veteran, and small business owners. As the leading provider of comprehensive waste and environmental services in North America, Waste Management must ensure that we have a supplier base that reflects the diverse communities and businesses that we serve.

The processes and tools include, but are not limited to:

- Strategically focused Communication Plan (Internal and External)
- Easily accessible, on-line database of certified diverse suppliers
- Auditable process for collecting data and reporting results
- Strategic Sourcing Process that includes Supplier Diversity with check points
- Process for identifying potential opportunities
- Implementing and maintaining a value added Second Tier Program
- Developing successful mentor/protégé relationships
- Recognition and Rewards Program
- Benchmarking Studies
- Process to record accountability – Record of Efforts
- Assistance to suppliers in obtaining certification
- A process to track and report “Indirect” Second Tier spend to our valued customers
- Ability to capture electronic forms such as: (SBA’s supplier classification form, certificates of insurance, diversity certifications, and company brochures)

Total MWBE spending for recent and coming years is as follows (based on \$3,500 MM in annual spend):

Year	% Goal	\$ Goal	\$ Actual
2004	4.5% (Actual % achieved was 4.7%)	\$158 MM	\$166 MM
2005	6.5% (Actual % achieved was 7.8%)	\$228 MM	\$274 MM
2006	8.2% (Actual % achieved was 9.0%)	\$287 MM	\$317 MM
2007	8.5% (Actual % achieved was 8.2%)	\$298 MM	\$290 MM
2008	10.0% (Actual % achieved was 8.7%)	\$350 MM	\$305 MM
2009	10.0% (Actual % achieved was 8.7%)	\$350 MM	\$305 MM
2010	8.4%* (Actual % achieved was 7.6%)	\$294 MM	\$269 MM
2011	8.4%* (Actual % achieved was 9.2%)	\$294 MM	\$322 MM
2012	8.4%* (Actual % achieved was 9.2%)	\$294 MM	\$323 MM

**The information presented for 2010 is based on a revised set of rules. Year 2010 and going forward we have included spend that has been traditionally excluded from the "Available Spend" totals. This change creates a more transparent MWBE percent, by excluding only the areas where historically there is not a foreseeable opportunity for MWBE supply chain inclusion.*

To ensure that the program continues to develop, Waste Management partnered in 2006 with SciQuest Inc., formerly known as AECsoft USA, Inc., which specializes in Supplier Management, Supplier Diversity, Supplier Classifications, and much more. WM utilizes a web-based supplier repository where all company procurement professionals have access to locate and source diverse suppliers. This comprehensive database has information about supplier certification status, geographical service area, products and services they provide, and much more. We encourage all potential suppliers to register by entering their company profile at www.suppliers.wm.com.

Development Process

The Supplier Development process is intended to select specific minority- or women-owned businesses for inclusion in mentoring opportunities with Waste Management. Benefits of the supplier development process/program include:

For Waste Management	For the Supplier
Facilitates strong supplier relationships	Offers access to Waste Management resources
Enriches communities and supports outreach goals	Develops enhanced business skills
Increases resource base	Increases visibility through business relationships
Increases knowledge of supplier capabilities	

Corporate mentors may be provided in the following developmental areas:

Auditing	Policies and procedures
Bid processing	Procurement
Business planning	Project management and planning
Compliance functions	Public relations
Financial analysis and planning	Relationship building
Information Technology	Sales training
Office expansion	Management practices

Eligibility requirements for suppliers include, certifications in one or more of the following areas

- ✓ National Minority Supplier Development Council - <http://www.nmsdc.org/>
- ✓ Women Business Enterprise National Council - <http://www.wbenc.org/>
- ✓ Association of Service Disabled Veterans - <http://www.asdv.org/>
- ✓ Small Business Administration (8A or SBD) - <http://www.sba.gov>

Memberships

Waste Management are members of the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC.)

Waste Management's Awards & Recognition



Named to Ethisphere Institute's "World's Most Ethical Companies" in 2011



Diversity Journal "Diversity Leader Award" & "Leadership in Action Award" in 2011



Military Times "Best for Vets" Employer in 2010



Universon Top 100 Student Ranking in 2010



Human Rights Campaign "Best Place to Work for LGBT Equality" in 2011 with a 100% Rating on the Corporate Equality Index



Diversity Employers Ranked #7 on Top 100 in 2011



Ranked #3 Most Innovative IT Department by InformationWeek Magazine in 2011



Civilian Jobs "Most Valuable Military Employer" in 2011



G.I. Jobs "Top 100 Military Friendly Employer" in 2011



Corporate Headquarters Honored in 2010

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)

7/11/2014

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 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 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 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 Property & Casualty Insurance Co	20699
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED,
RELATED & SUBSIDIARY COMPANIES INCLUDING:
GA WASTE SYSTEMS
1571 BURKS DRIVE
LAKE CITY GA 30260

COVERAGES GALAKECI

CERTIFICATE NUMBER: 13026341

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 Y/N	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 CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	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"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27051961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER FOR INJURY (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH FR 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 H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach 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 (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

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

13026341

FULTON COUNTY GOVERNMENT
130 PEACHTREE ST., SW, SUITE 1168
ATLANTA GA 30303

COMPANY: Georgia Waste Systems, Inc.

SIGNATURE: 

NAME: Tracey Shrader

TITLE: President

DATE: August 13, 2014

BID BOND (N/A)
14ITB93716C-DR- LANDFILL SOLID WASTE DISPOSAL SERVICE
FULTON COUNTY GOVERNMENT

Bond 865805

KNOW ALL MEN BY THESE PRESENTS, THAT WE Georgia Waste Systems, Inc.
1571 Burks Drive, Lake City, GA 30312
hereinafter called the PRINCIPAL, and Evergreen National Indemnity Company
6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124
hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
Ohio and duly authorized to transact Surety business in the
State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in
the penal sum of Five Percent of Total Amount Bid
Dollars and Cents (\$ 5% of TAB) good and lawful money of the
United States of America, to be paid upon demand of the COUNTY, to which payment well and
truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly
and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for 14ITB93716C-DR -
LANDFILL SOLID WASTE DISPOSAL SERVICE, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the
PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the
COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon
the terms, conditions and prices set forth therein, in the form and manner required by the
COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to
the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in
form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to
be and remain in full force and virtue in law; and the SURETY shall upon failure of the
PRINCIPAL to comply with any or all of the foregoing requirements within the time specified
above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the
SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be
fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of Seventeen Thousand Five Hundred and 00/100 ***** Dollars
(\$ 17,500.00) being in the amount of five percent (5%) of the Contract Sum.
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 13th day of August, 2014

ATTEST:

Georgia Waste Systems, Inc.
PRINCIPAL


(SEAL)

BY Jeff Bennett
Assistant Treasurer

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Linda J. Smith, certify that I am the Secretary of the Corporation named as principal in the within bond; that Jeff Bennett, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.


SECRETARY

(CORPORATE SEAL)

Evergreen National Indemnity Company
SURETY


(SEAL)

BY Cheryl C. May, Attorney-In-Fact



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, THE EVERGREEN NATIONAL INDEMNITY COMPANY, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF OHIO, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

PROPERTY; MARINE AND TRANS; CASUALTY (INCL WORKERS' COMP); SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, 2015, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 23, 2014

RALPH T. HUDGENS
COMMISSIONER OF INSURANCE



A handwritten signature in dark ink, appearing to read "R. T. Hudgens", written over a light background.

LICENSE NUMBER: 2000952
NAIC NUMBER: 12750



Evergreen National Indemnity Company

Certificate

2013

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

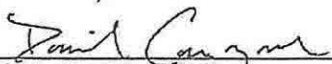
STATEMENT OF INCOME

Direct Written Premium	\$ 33,253,785
Reinsurance Assumed	4,488,367
Reinsurance Ceded	(25,375,132)
Net Written Premium	12,367,020
Change in Unearned	(484,881)
Net Earned Premium	11,882,139
Losses & LAE Incurred	(162,663)
Net Commission Expense	6,105,934
Other Expenses	2,882,287
Underwriting Gain/ (Loss)	3,056,581
Net Investment Income	783,313
Net Realized Capital Gains (Loss)	126,603
Other Income/ (Expense)	10,252
Income Before FIT	3,976,749
Federal Income Tax	1,309,962
Net Income	2,666,787

BALANCE SHEET

<u>Assets</u>	
Invested Assets	44,504,904
Agent's Balances (net of Reins.)	2,112,328
Reinsurance Recoverable	263,255
Other Assets	732,728
Total Assets	47,613,215
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,971,438
Loss & LAE Reserves	3,466,019
Ceded Reinsurance Payable	3,388,542
Other Liabilities	1,926,356
Total Liabilities	13,752,355
Surplus	33,860,860
Total Liabilities & Surplus	47,613,215

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2013.


David A. Canzone, Treasurer

POWER OF ATTORNEY

LX- 077114

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, *****

Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Dawson West, Bonnie J. Wortham

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,000,000.00 Four Million ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY

Amy L. Taylor
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 7th Day of November, 20 13.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
2/9/2015

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 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 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: GA WASTE SYSTEMS 1571 BURKS DRIVE LAKE CITY GA 30260	INSURER A:	ACE American Insurance Company 22667
		INSURER B:	Indemnity Insurance Co of North America 43575
		INSURER C:	ACE Property & Casualty Insurance Co 20699
		INSURER D:	ACE Fire Underwriters Insurance Company 20702
		INSURER E:	
		INSURER F:	

COVERAGES GALAKECI CERTIFICATE NUMBER: 13026341 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	ADOL 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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<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	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	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	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WT)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<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 H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
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 (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: (14ITB93716C-DR, LANDFILL SOLID WASTE DISPOSAL SERVICES)

CERTIFICATE HOLDER

CANCELLATION

13026341 FULTON COUNTY GOVERNMENT 130 PEACHTREE ST., SW, SUITE 1168 ATLANTA GA 30303	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 