

## COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made as of the \_\_\_1st\_\_\_ day of \_\_\_March\_\_\_, 2010, by and between the CITY OF SMYRNA, GEORGIA, a municipal corporation (hereinafter the “City”) and ADVANCED DISPOSAL SERVICES, INC., a Georgia corporation (hereinafter “Contractor” or “Company”).

WITNESSETH:

WHEREAS, the City issued Request for Proposals (“RFP”) 10-002 to solicit bids to operate a waste hauling service for the City; and

WHEREAS, Contractor submitted a bid under RFP 10-002 on November \_\_6\_\_, 2009; and

WHEREAS, after evaluation of all submitted bids, the City awarded Contractor the contract for said services;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and effective the \_\_\_1st\_\_\_ day of \_\_\_March\_\_\_, 2010, the City and Contractor agree as follows:

**1. (a) Incorporation of RFP 10-002, including addenda.**

All terms of RFP 10-002, including addenda, are hereby incorporated by reference and make a part of this Agreement as if they were fully recited herein. The parties agree that in the event of any conflict between the terms of this Agreement and the terms of RFP 10-002, including addenda, then the terms of RFP 10-002, including addenda, shall control and be binding upon all parties herein.

**(b) Definitions**

**1.1 APPROVED CONTAINER**—Commercial containers referred to in Paragraph 7 of this Agreement.

**1.2 COMMERCIAL ENTITY**—Any and all business entities within the Service Area which uses a commercial front load container or compactor roll-off containers to dispose of its refuse.

**1.3 CONSTRUCTION DEBRIS**—Waste building materials resulting from construction, remodeling, repair or demolition operations.

**1.4 GARBAGE**—Any or all dead animals less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

**1.5 HAZARDOUS WASTE**—Any chemical, compound, mixture, substance or article which is designated by the United State Environmental Protection Agency or appropriate agency of the State of Georgia to be “hazardous” as that term is defined by or pursuant to Federal or State law or regulations.

**1.6 REFUSE**—Garbage and Rubbish generated at a Commercial Entity unless the context otherwise requires.

**1.7 RUBBISH/TRASH**—All waste wood, wood products, Christmas trees, tree trimmings, grass, cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded, mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Construction Debris, Garbage or Hazardous Waste.

**1.8 SERVICE AREA**—All Commercial Entities within the incorporated limits of the City.

**1.9 CONTRACT**—This Agreement, including any addenda or Exhibits plus RFP 10-002, which is made a part hereof and incorporated herein by reference.

**2. Term.**

The initial term of this Agreement shall be from March 1, 2010 (the “Commencement Date”), to February 28, 2015. Upon mutual consent, the parties may extend, in writing, the contract for two (2) subsequent terms of five (5) years each, renewed in five (5) year increments.

**3. Services; equipment.**

**Services:** The services to be provided by Company hereunder shall be those set forth in RFP 10-002, and generally includes the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all trash, bulky waste, garbage, rubbish, and commercial solid waste generated from all Commercial Entities within the incorporated limits of the City, or come within the City limits by reason of annexation during the term hereof, and to transport such solid waste to a disposal location and to perform other work detailed herein incidental to such work. The collection of commercial recyclable materials generated by such Entities shall be added to the terms of this Agreement by the mutual written consent of the parties and such provisions shall, in such cases, be attached or incorporated herein. As specified in Attachment A, Scope of Services, the Company shall also provide services for the City’s Recycling Center and provide for City residents drop-off locations for dry waste and yard waste at the Company’s waste transfer station at 4695 S. Cobb Drive.

**Equipment:** Contractor vehicles and containers shall be in good repair, present a clean and uniform appearance and be equipped with rear warning lights and other industry standard safety devices. All collection vehicles shall be enclosed trucks and shall be watertight, drip-proof and in sanitary condition at all times.

Container doors and lids must be operable at all times. Contractor must replace worn out or damaged dumpsters/parts upon request within five (5) business days. Outside containers used to dispose of garbage and trash will be rodent-proof with tight-fitting lids and must have drain plugs in place at all times. Containers shall be cleaned and/or deodorized when odor problems are present or upon request by the City.

Contractor hereby grants the City, for its own benefit and for the benefit of any successor service provider, an option to purchase any or all of its equipment used in the performance of the service contract including, without limitation, mobile equipment and vehicles, dumpsters, carts and containers, (a) at any time Contractor is in default in its obligations under the service contract, and (b) for ninety (90) days following the expiration of the service contract. If the City, for its own benefit or for the benefit of any successor service provider, exercises such option with respect to any piece of equipment, the purchase price shall be the fair market value of such equipment as determined by mutual agreement of the parties, or if the parties cannot mutually agree, by the Cobb County Courts. Contractor shall transfer possession to the City, or such successor service provider, immediately upon exercise of the option, and the City, or such successor service provider, shall pay for such equipment within twenty (20) days of the final determination of the fair market value. All equipment shall be subject to inspection and approval by the City prior to being placed in service.

All trucks and other mobile equipment utilized by Contractor in the performance of services hereunder shall be painted in a uniform color which provides for good visibility and shall be equipped with rear warning lights and other industry-standard safety devices, including coverings for open top trucks, and the name, telephone number and address of the Company shall be prominently displayed thereon. The Company shall not use a firm name or other designation using the words "City" or "Smyrna" or other words signifying or implying City ownership without the express written permission of the City.

All equipment shall be maintained in clean and sanitary conditions at all times. Each vehicle and each truck body used to contain and transport solid waste shall be washed and cleaned as necessary to maintain such condition. Each piece of equipment shall be well painted at all times and at least once annually. All equipment shall be maintained in good working repair at all times. The Company shall withdraw from service and promptly repair any piece of equipment which, in the reasonable opinion of the City, is unsafe, fails to operate properly or otherwise does not meet the provisions of this Agreement.

At all times, Company shall have in its inventory at least one spare of each type and size of container for immediate replacement when necessary. Additionally, in the event any piece of equipment has been vandalized or defaced by graffiti, the City shall require clean up or equipment replacement within 24 hours of discovery of the vandalic acts. Company also grants permission for certain City employees to perform an immediate eradication of the graffiti if the Company does not clean or replace the equipment within the required time frame. Company shall provide the City with two (2) cases of spray paint matching the equipment color for use by City staff under these circumstances.

#### **4. Newly developed and annexed areas.**

The Company shall, within thirty (30) days of notification in writing by the City, provide solid waste disposal collection services of the same frequency and quality required by the Contract to newly developed and annexed areas. As new Commercial Entities are constructed and/or occupied in the City, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

**5. Point of contact and reports.**

All dealings and contacts between the Contractor and the City shall be directed by the Contractor to the City Administrator with a copy to the Mayor or his written designee.

Along with the monthly invoice, the Company shall submit monthly reports to the City listing all customer change orders during that month. Said reports shall indicate the original container size and the size of the replacement. The Company shall also provide the City with reports for both waste and recycling materials indicating the volume by weight collected during the prior month as evidence by copies of the actual weight tickets issued for the Company's vehicles disposing of the waste, as adjusted for any volume on board not collected under this Agreement, together with a summary page outlining said weight tickets and volumes.

**6. Hours and days of operation; holidays.**

Collection of refuse shall not begin before 7:00 AM nor continue later than 7:00 PM each day. Garbage collection shall be allowed on all weekdays and Saturdays. In special cases where the Contractor needs to work on Sunday, it shall first obtain written permission from the City. Exceptions to the indicated collection hours shall be permitted upon written approval of the City.

The following holidays may be observed by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. Work schedules shall be changed after the holiday to be one day later in the week so that every scheduled location receives its regularly scheduled weekly service within the seven-day collection period. All scheduled changes must be approved by the City in writing at least two (2) weeks in advance of the holiday.

**7. Approved containers.**

Garbage placed for collection by Commercial Entities shall be stored in commercial front-end, roll-off or compactor type containers (Approved Containers). The Company shall not be required to collect garbage unless it is in Approved Containers.

**8. Office.**

The Company shall maintain an office or such other facilities through which it may be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 9:00 AM to 5:00 PM Monday through Friday.

The Company will be required to maintain a local office within twenty-five (25) miles of the City limits for the term of the Contract awarded. The Company shall provide a local manager or other appropriate representative with adequate authority to operate the system and respond to customer inquiries or complaints in a timely and professional manner. Such manager or representative shall be available to meet with or report via telephone or fax to City staff on a weekly basis to pick up set-up sheets and to discuss customer complaints and operational matters which have arisen during the prior week. The Company's local office shall provide a local telephone number for access by the City and its customers and shall employ adequate staff to receive and handle complaints or instructions from the City or its customers as outlined in section "13. Service inquiries." of this Agreement.

**9. Rates.**

Compensation payable by the City to the Company for service to Commercial Entities shall be set forth in Exhibit "A" hereto, or in RFP 10-002, which is hereby incorporated herein by this reference.

The Company shall be paid monthly by the City at the unit or other prices set forth in Exhibit "A," as the same may be adjusted from time to time as set forth herein. The Company shall submit, on a form approved by the City, monthly billings to the City by the second (2<sup>nd</sup>) business day of each month for the prior month's service, and the City shall pay the Company each month not later than the last business day of the month of the billing. The Company shall submit with each such billing sufficient documentation as to the number of scheduled and special pick-ups, together with any increases or decreases in the service level, if such billings are to be based on unit pricing. If such billing is to be based, in whole or in part, on waste tonnages disposed of at a landfill or transfer station, upon request by the City, said billings shall include copies of all weight tickets issued from approved and certified scale systems, together with a summary of all such weight tickets.

As shown in Attachment B, Pricing Schedule, the first rate adjustment shall take effect on the second anniversary date of the Contract Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Contract Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

The Company may also request a compensation increase to offset the amount of any fee, surcharge, duty or tax of the Company's operations hereunder resulting from changes in federal, state or local environmental tax or landfill tax concerning disposal of waste material in a landfill. Such increases must be pre-approved by the City.

In the event of a change in law other than the aforesaid, the Contractor may petition the City for an increase to cover the impact on Contractor's operations hereunder and in the event City refuses to approve such adjustment within sixty (60) days after delivery to the City of Contractor's petition together with reasonable and necessary supporting documentation, Contractor may terminate this Agreement effective not less than one hundred twenty (120) days after written notice of intent to terminate. Any adjustment under this paragraph would be allowed only to the extent that such cost is not already compensated under the annual rate adjustment provisions of this Agreement as indicted in Attachment B, Pricing Schedule.

**10. Indemnity.**

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

## 11. **Insurance; performance bond.**

**Insurance:** During the term of this Agreement, Company shall maintain in full force and affect the policy of insurance coverage as described below. Each such policy shall contain an endorsement that in the event of a change or cancellation, thirty (30) days prior written notice must be sent by mail to the City. In each case, prior to starting work hereunder, the Company shall furnish to the City a Certificate of Insurance describing the coverage and containing the appropriate wording to the effect that the policies cover the Company's operations under this Agreement. The certificate shall be signed and dated by an authorized representative of the insurance carrier(s), and the City shall be named as an additional insured (without limitation other than the express limitations of the policies) on all insurance coverage's and policies required to be provided. All policies shall be on an occurrence basis and shall be written by insurance companies reasonably satisfactory to the City.

The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$2,000,000 per occurrence.
- b. Automobile Public Liability and Property Damage with limits of \$2,000,000 per person in any one claim and subject to that limit for each person; \$2,000,000 for two or more persons in any one accident for bodily injury liability and \$2,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.
- c. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- d. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$500,000 per accident.
- e. In addition to the foregoing, the Company agrees to provide \$5,000,000.00 in Environmental/ Pollution Liability Insurance with respect to the liability of the City for the disposal of the subject waste matter in any landfill, per occurrence and aggregate, as long as such insurance is commercially available.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

**Performance Bond:** The Contractor shall furnish a corporate surety bond as security for the performance of this Contract. Said surety bond shall be in the amount of one hundred percent (100%) of the annual gross revenue of the Contractor under this Agreement. The Contractor shall pay the premium for the performance bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

**12. Location of collection.**

The Commercial Units will be required by the City to place garbage and trash in Approved Containers in a location that is readily accessible to the Company's standard collection equipment, and the City will aid the Company in resolving problems of garbage and trash placement and container location.

**13. Service inquiries.**

All complaints shall be made directly to the Company per the Customer Service section in Attachment A, Scope of Services.

The Company shall give all complaints prompt and courteous attention, and if possible shall resolve any such complaints within twenty-four (24) hours. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection, clean up strewn or spilled refuse resulting from Company's activities, replace lids and otherwise reasonably address all valid complaints within twenty-four (24) hours from the time such complaint was received. The Company shall promptly advise the City representative of any such complaints the Company feels are unjustified or invalid. All complaints received by the Company shall be logged, together with a written statement of the resolution of the complaint, and such log shall be made available to the City upon request. When the City has determined that the customer has been adequately serviced under the terms hereof, the customer may contract with the Company directly for additional service at a price set by the Company and reasonably approved by the City. Upon the second notice of any justified complaint that remains unremedied, the City may at its election remedy the complaint and assess the Company a three hundred dollar (\$300.00) liquidated damages fee which will be deducted from that month's payment due to the Company.

If, at any time, the Company, after written notice from the City, shall fail to take remedial action described above for a period of one (1) week after receipt of such notice, the City shall have the right, at its election, to either furnish its own vehicle, collect such waste material and dispose of the same in a suitable manner, or to engage another contractor to make such collections and disposal and deduct the monies expended by the City in either such circumstance from the payments due Company.

The Company shall, on a daily basis, report service completion records in a manner mutually agreed between the parties, and the Company further agrees that its performance shall be subject to inspections by the City Administrator or his representative and agrees to comply with all reasonable requests for improvements in the contracted service made by such City representative.

The Company shall supply each customer requiring a dumpster with a suitable dumpster and shall maintain an adequate inventory of dumpsters in order to provide delivery as required to customers requesting service within forty-eight (48) hours of the request, subject to the rates set forth herein.

**14. Notification of customers.**

Prior to commencement of services under this Agreement, the Company shall notify all customers about service inquiry procedures, regulations and day(s) of collection.

**15. Company personnel.**

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

The Company's collection employees shall wear a uniform or shirt bearing the Company's name and wear a photo ID with employee's name and company logo. Each employee shall, at all times, carry a valid driver's license for the type of vehicle the employee is driving. The Company shall provide operating and safety training for all personnel.

No person shall be denied employment by the Company for reasons of age, race, sex, creed, religion or national origin.

Contractor shall at its own expense comply with the checks on individual employees and, upon request, make such information available to the City as required by Paragraph 9 of RFP 10-002.

**16. Force majeure.**

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

**17. Permits, licenses and taxes.**

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

**18. Default; termination.**

The City may, on thirty (30) days' notice to Contractor, terminate the Contract, without prejudice to any other remedy it may have, when the Contractor materially defaults in the performance of any provision of this Agreement, including the provisions of RFP 10-002, or materially fails to carry out the work in accordance with the provisions of the Contract. Default by the Contractor will include, but is not limited to, the following:

- i. Failure to provide service in accordance with all specifications;
- ii. Fail to perform service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
- iii. Insolvency or filing of a voluntary or involuntary petition for bankruptcy by the Contractor.
- iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
- v. Failure of Contractor to pay taxes or fees or failure to maintain all necessary licenses and permits to operate a solid waste transfer or landfill disposal facility.

- vi. Failure of Contractor to cure any breach or default in the performance of its duties or obligations set forth in this Contract within five (5) days of receipt by Contractor of written notice of such breach or default.

The City may terminate the Contract, for convenience purposes, upon sixty (60) days' written notice. Upon any termination of the Contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City shall pay the Contractor all monies owed for work completed.

If requested by the City, Contractor shall provide the City with such assistance as may be required to transition the provision of services from Contractor to a successor service provider without interruption to, or degradation of, the services, including, without limitation, continued provision of the services and any additional services as are reasonably requested by the City.

**19. Exclusive contract.**

The Company shall have the sole and exclusive franchise license and privilege to provide Commercial Entity solid waste collection and removal services for and on behalf of the City.

**20. Compliance with laws.**

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

**21. General Provisions.** All understandings and agreements between the parties are merged in this Agreement, including any Exhibits, and incorporating all the terms and provisions of RFP 10-002 and addenda, which alone fully and completely expresses their agreement. This Agreement is entered into after full investigation, neither party relying upon any statements or representations made by the other not embodied in this Agreement. This Agreement may not be changed orally, but only by an agreement in writing, signed by the parties. It is expressly agreed and understood by the parties hereto that neither party is the agent, partner or joint venture partner of the other. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. ANY JUDICIAL PROCEEDINGS REGARDING THIS AGREEMENT SHALL BE PROSECUTED IN THE COURTS OF COBB COUNTY, GEORGIA AND THE PARTIES SUBMIT TO THE JURISDICTION AND VENUE OF SAID COURTS. THE PARTY PREVAILING IN ANY JUDICIAL ACTION OR OTHER PROCEEDING RELATING TO THIS AGREEMENT SHALL BE PAID ALL COSTS AND REASONABLE ATTORNEY'S FEES BY THE OTHER PARTY.** Time is of the essence of this Agreement. However, if any action is required to be taken on a Sunday, or legal holiday, the action shall be deemed timely if it is taken on the next regular business day. No consent or waiver, express or implied, by City or Contractor to or of any breach or default by the other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure on the part of either City or Contractor to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this

Agreement. If any provision of this Agreement or the application thereof to any party or circumstances should be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement constitutes the entire agreement between the parties hereto and neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement shall inure to the benefit of and be binding upon City and Contractor and their respective successors and permitted assigns. This Agreement may be executed in counterparts, and the signature of any person required by this Agreement shall be effective if signed on any or all counterparts. All counterparts together shall be considered one and the same Agreement.

**22. Notices.**

Any written notice or other communication required or permitted hereunder shall be deemed to have been sufficiently given hereunder, if said written notice is deposited in the U.S. Mail and sent by certified or registered mail, postage prepaid, or made in person, addressed as follows:

To the City:                      City Administrator  
    2800 King Street  
    Smyrna, Georgia 30080

To Contractor:                      Advanced Disposal Services  
    8880 Old Federal Road  
    Ball Ground, GA 30107  
    Attn: Brett Harrell

or any other address as may be later designated in writing by the other party and any such written notice or communication shall be deemed to have been given as of the date so mailed.

**23. Waivers.**

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**24. Rights and Remedies Cumulative.**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**25. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused their hands and seals to be set this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF SMYRNA**

by: \_\_\_\_\_  
**A. Max Bacon, Mayor**  
\_\_\_\_\_

**ADVANCED DISPOSAL SERVICES, INC.**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**APPENDIX "A"**  
**SCOPE OF SERVICES**

**General**

**I. Container Types and Volumes:**

Company shall provide to City's commercial customers, in varying quantities, the various containers for Commercial Solid Waste Collection/Disposal Services per the table below:

<b>Container Types and Potential Quantities</b>				
<i>(Totals of Each Type are for Example Only)</i>				
<b>Front-Load Containers</b>		<b>Roll-Off Containers *</b>		
2 Yard	139	20 Yard Open Top		6
4 Yard	146	20 Yard Recycle		3
6 Yard	150	30 Yard Open Top		41
8 Yard	345	30 Yard Recycle		1
TOTALS	780	40 Yard Open Top		14
		SUB-TOTAL		65
		<b>Compactors **</b>		
		30 Yard Compactor		8
		34 Yard Compactor		5
		35 Yard Compactor		6
		40 Yard Compactor		32
		42 Yard Compactor		4
		42 Yard Comp Recy		1
		SUB-TOTAL		56
		TOTAL		121
* Approximately 60 of the Roll-Off Containers are temporary units.				
** Approximately 30 of the Compactors are individually owned.				

**II. Customer Service**

1. The Contractor shall provide Customer Service to the City as follows:

- a. All Contractor equipment will be marked with a City of Smyrna After Hours Customer Service telephone number, preferably a toll free number. All complaints or issues regarding customer service after normal City business hours (8 a.m. – 5 p.m. Monday through Friday) will be registered at Contractor's customer service desk and must be addressed, and if possible resolved, within twenty-four (24) hours. Within the 24-hour

- period following the complaint, the contractor shall pick-up missed collections, clean-up strewn or spilled refuse, replace lids and remedy all valid complaints. Contractor shall notify the City's Utilities Manager via email of all Customer Service calls received and the disposition of each within one (1) business day of the registered complaint. Contractor shall immediately contact the Utilities Manager concerning complaints which it feels are not valid.
- b. In the event of a leased compactor breakdown or malfunction, Contractor agrees to respond and correct the breakdown or malfunction within twenty-four (24) hours of the notice. If the compactor cannot be restored to normal operation within twenty-four (24) hours, a replacement compactor of the same capacity must be provided before the end of the 24 hour period. If a replacement compactor is not available, a mutual determination will be made of quantity and capacity of front-end containers to be installed at the site to temporarily restore service. These containers will be emptied daily until such time as compactor service can be restored.
  - c. Failure by Contractor to remedy valid complaints within twenty-four (24) hours may cause the City to consider the contractor in default under the terms of the contract. Additionally, any complaint submitted in writing to the Contractor by the City Administrator which has not been adequately resolved within ten (10) days of receipt shall be, at the sole discretion of the City Administrator, grounds for termination of the contract.
2. The Company shall, on a daily basis, report service completion records in a manner mutually agreed between the parties, and the Company further agrees that its performance shall be subject to inspections by the City Administrator or his representative and agrees to comply with all reasonable requests for improvements in the contracted service made by such City representative.
  3. The Company shall supply each customer requiring a dumpster with a suitable dumpster and shall maintain an adequate inventory of dumpsters in order to provide delivery as required to customers requesting service within forty-eight (48) hours of the request, subject to the rates set forth herein.

### **III. Performance Quality**

Contractor shall perform the services under the service contract in accordance with the service levels set forth in the service contract (the "Services"). With respect to all other aspects of the services for which a service level is not specifically set forth in the service contract, Contractor shall perform such aspects in accordance with the professional standards used by first tier providers of substantially similar services. Unless otherwise specified in the service contract, the measurement window for each service level shall be a calendar month.

If Contractor fails to perform in accordance with the service levels, Contractor will provide to the City service credit(s) in the amounts set forth in the service contract. Service credits for failures as outlined in section "3. Service" will be applied to any installment owed by the City to Contractor in the payment period immediately following the failure or, if no such monies are owed, then Contractor shall refund such service credit to the City within fifteen (15) days of the end of the term of the service contract.

### **IV. Recycling Center Support**

The Contractor shall support the City's Recycling Center, currently located at 645 Smyrna Hill Drive, and shall provide the Recycling Center, free of charge, the following, at a minimum:

1. 30 yard cardboard container
2. 30 yard glass container (or other types or combinations as requested by the Center)
3. 40 yard plastics container

Contractor will provide these containers rent free but the City will be charged the per haul fee for removing the contents.

Also, the Contractor will provide, free of charge:

1. 20 yard metals container (hailed free but Contractor keeps proceeds from sale of metals)
2. 40 yard yard waste container\*
3. 40 yard dry waste container\*

The City will be charged for hauling and waste disposal with City's providing input as to what recycling facility the Contractor utilizes.

The City receives the revenues from all recycling except metals.

Coordinating with the Keep Smyrna Beautiful (KSB) Director, the Contractor will also provide containers\* at its South Cobb Transfer Station for Dry Waste and Yard Waste as well as additional services the City may deem desirable. At the discretion of the KSB Director, these containers may be in lieu of or in addition to those located at the Smyrna Recycling Center. Contractor agrees to place these containers at the back of the facility and require each vehicle to check in at the scales and provide identification to show their residency in the City.

## **V. Special Events Services**

The City hosts special events, such as festivals and holiday gatherings, on City property and such events are usually during weekend hours. Contractor agrees to support City events with portable waste containers and Saturday and Sunday waste pickups for commercial customers whose volumes are affected by the event. The City will provide the calendar of events and notice in advance.

**APPENDIX “B”  
PRICING SCHEDULE**

**Years 1 & 2**

Front Load	Frequency					
	1	2	3	4	5	6
2yd	\$ 27.75	\$ 55.50	\$ 83.25	\$ 111.00	\$ 138.75	\$ 166.50
4yd	\$ 37.00	\$ 74.00	\$ 111.00	\$ 148.00	\$ 185.00	\$ 222.00
6yd	\$ 48.00	\$ 96.00	\$ 144.00	\$ 192.00	\$ 240.00	\$ 288.00
8yd	\$ 58.00	\$ 116.00	\$ 174.00	\$ 232.00	\$ 290.00	\$ 348.00
Extra Pickup	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
Recycle (8yd)	\$ 43.00	\$ 86.00	\$ 129.00	\$ 172.00	\$ 215.00	\$ 258.00
Extra Pickup	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

Roll Off	Delivery	Rental	Haul Rate	Disposal per Ton
20yd	\$ 60.00	\$ 75.00	\$ 94.00	\$ 31.75
30yd	\$ 60.00	\$ 75.00	\$ 94.00	\$ 31.75
40yd	\$ 60.00	\$ 75.00	\$ 94.00	\$ 31.75

Compactors	Delivery	Rental New	Rental Used	Haul Rate	Disposal per Ton
24yd	\$ 60.00	\$ 355.00	\$ 250.00	\$ 94.00	\$ 31.75
30yd	\$ 60.00	\$ 355.00	\$ 250.00	\$ 94.00	\$ 31.75
34/35yd	\$ 60.00	\$ 355.00	\$ 250.00	\$ 94.00	\$ 31.75
Larger Sizes	\$ 60.00	\$ 355.00	\$ 250.00	\$ 94.00	\$ 31.75

Hillsdale Condos: 450 Units - Twice Weekly

	Per Month
Cans/Carts	\$ 6,750.00

Miscellaneous large items at Hillsdale are to be picked-up once a week on a per item basis. Some examples would be but not limited to: Mattresses, Box Springs, Furniture and Appliances. List fees per item.

Miscellaneous Item Description	Cost Per Item
Appliances	\$25.00
Mattresses	\$25.00
Box Springs	\$25.00
Desks	\$15.00
Sofas	\$15.00
Large Chairs	\$10.00

**Year 3**

Front Load	Frequency					
	1	2	3	4	5	6
2yd	\$ 28.58	\$ 57.17	\$ 85.75	\$ 114.33	\$ 142.91	\$ 171.50
4yd	\$ 38.11	\$ 76.22	\$ 114.33	\$ 152.44	\$ 190.55	\$ 228.66
6yd	\$ 49.44	\$ 98.88	\$ 148.32	\$ 197.76	\$ 247.20	\$ 296.64
8yd	\$ 59.74	\$ 119.48	\$ 179.22	\$ 238.96	\$ 298.70	\$ 358.44
Extra Pickup	\$ 30.90	\$ 30.90	\$ 30.90	\$ 30.90	\$ 30.90	\$ 30.90
Recycle (8yd)	\$ 44.29	\$ 88.58	\$ 132.87	\$ 177.16	\$ 221.45	\$ 265.74
Extra Pickup	\$ 25.75	\$ 25.75	\$ 25.75	\$ 25.75	\$ 25.75	\$ 25.75

Roll Off	Delivery	Rental	Haul Rate	Disposal per Ton
20yd	\$ 61.80	\$ 77.25	\$ 96.82	\$ 32.70
30yd	\$ 61.80	\$ 77.25	\$ 96.82	\$ 32.70
40yd	\$ 61.80	\$ 77.25	\$ 96.82	\$ 32.70

Compactors	Delivery	Rental New	Rental Used	Haul Rate	Disposal per Ton
24yd	\$ 61.80	\$ 365.65	\$ 257.50	\$ 96.82	\$ 32.70
30yd	\$ 61.80	\$ 365.65	\$ 257.50	\$ 96.82	\$ 32.70
34/35yd	\$ 61.80	\$ 365.65	\$ 257.50	\$ 96.82	\$ 32.70
Larger Sizes	\$ 61.80	\$ 365.65	\$ 257.50	\$ 96.82	\$ 32.70

Hillsdale Condos: 450 Units - Twice Weekly

	Per Month
Cans/Carts	\$ 6,952.50

Miscellaneous large items at Hillsdale are to be picked-up once a week on a per item basis. Some examples would be but not limited to: Mattresses, Box Springs, Furniture and Appliances. List fees per item.

Miscellaneous Item Description	Cost Per Item
Appliances	\$25.00
Mattresses	\$25.00
Box Springs	\$25.00
Desks	\$15.00
Sofas	\$15.00
Large Chairs	\$10.00

**Year 4**

Front Load	Frequency					
	1	2	3	4	5	6
2yd	\$ 29.44	\$ 58.88	\$ 88.32	\$ 117.76	\$ 147.20	\$ 176.64
4yd	\$ 39.25	\$ 78.51	\$ 117.76	\$ 157.01	\$ 196.27	\$ 235.52
6yd	\$ 50.92	\$ 101.85	\$ 152.77	\$ 203.69	\$ 254.62	\$ 305.54
8yd	\$ 61.53	\$ 123.06	\$ 184.60	\$ 246.13	\$ 307.66	\$ 369.19
Extra Pickup	\$ 31.83	\$ 31.83	\$ 31.83	\$ 31.83	\$ 31.83	\$ 31.83
Recycle (8yd)	\$ 45.62	\$ 91.24	\$ 136.86	\$ 182.47	\$ 228.09	\$ 273.72
Extra Pickup	\$ 26.52	\$ 26.52	\$ 26.52	\$ 26.52	\$ 26.52	\$ 26.52

Roll Off	Delivery	Rental	Haul Rate	Disposal per Ton
20yd	\$ 63.65	\$ 79.57	\$ 99.72	\$ 33.68
30yd	\$ 63.65	\$ 79.57	\$ 99.72	\$ 33.68
40yd	\$ 63.65	\$ 79.57	\$ 99.72	\$ 33.68

Compactors	Delivery	Rental New	Rental Used	Haul Rate	Disposal per Ton
24yd	\$ 63.65	\$ 376.62	\$ 265.23	\$ 99.72	\$ 33.68
30yd	\$ 63.65	\$ 376.62	\$ 265.23	\$ 99.72	\$ 33.68
34/35yd	\$ 63.65	\$ 376.62	\$ 265.23	\$ 99.72	\$ 33.68
Larger Sizes	\$ 63.65	\$ 376.62	\$ 265.23	\$ 99.72	\$ 33.68

Hillsdale Condos: 450 Units - Twice Weekly

	Per Month
Cans/Carts	\$7,161.08

Miscellaneous large items at Hillsdale are to be picked-up once a week on a per item basis. Some examples would be but not limited to: Mattresses, Box Springs, Furniture and Appliances. List fees per item.

Miscellaneous Item Description	Cost Per Item
Appliances	\$25.00
Mattresses	\$25.00
Box Springs	\$25.00
Desks	\$15.00
Sofas	\$15.00
Large Chairs	\$10.00

**Year 5**

Front Load	Frequency					
	1	2	3	4	5	6
2yd	\$ 30.32	\$ 60.65	\$ 90.97	\$ 121.29	\$ 151.62	\$ 181.94
4yd	\$ 40.43	\$ 80.86	\$ 121.29	\$ 161.72	\$ 202.15	\$ 242.59
6yd	\$ 52.45	\$ 104.90	\$ 157.35	\$ 209.80	\$ 262.25	\$ 314.71
8yd	\$ 63.38	\$ 126.76	\$ 190.13	\$ 253.51	\$ 316.89	\$ 380.27
Extra Pickup	\$ 32.78	\$ 32.78	\$ 32.78	\$ 32.78	\$ 32.78	\$ 32.78
Recycle (8yd)	\$ 46.99	\$ 93.97	\$ 140.96	\$ 187.95	\$ 234.94	\$ 281.93
Extra Pickup	\$ 27.32	\$ 27.32	\$ 27.32	\$ 27.32	\$ 27.32	\$ 27.32

Roll Off	Delivery	Rental	Haul Rate	Disposal per Ton
20yd	\$ 65.56	\$ 81.95	\$ 102.72	\$ 34.69
30yd	\$ 65.56	\$ 81.95	\$ 102.72	\$ 34.69
40yd	\$ 65.56	\$ 81.95	\$ 102.72	\$ 34.69

Compactors	Delivery	Rental New	Rental Used	Haul Rate	Disposal per Ton
24yd	\$ 65.56	\$ 387.92	\$ 273.18	\$ 102.72	\$ 34.69
30yd	\$ 65.56	\$ 387.92	\$ 273.18	\$ 102.72	\$ 34.69
34/35yd	\$ 65.56	\$ 387.92	\$ 273.18	\$ 102.72	\$ 34.69
Larger Sizes	\$ 65.56	\$ 387.92	\$ 273.18	\$ 102.72	\$ 34.69

Hillsdale Condos: 450 Units - Twice Weekly

	Per Month
Cans/Carts	\$7,375.91

Miscellaneous large items at Hillsdale are to be picked-up once a week on a per item basis. Some examples would be but not limited to: Mattresses, Box Springs, Furniture and Appliances. List fees per item.

Miscellaneous Item Description	Cost Per Item
Appliances	\$25.00
Mattresses	\$25.00
Box Springs	\$25.00
Desks	\$15.00
Sofas	\$15.00
Large Chairs	\$10.00