



Duluth
Capture the *Spirit*
of Good Living

CONTRACT #2019-001

**RESIDENTIAL, COMMERCIAL, INDUSTRIAL REFUSE
COLLECTION & RECYCLING**

CITY OF DULUTH & REPUBLIC SERVICES OF GEORGIA

MAY 1, 2019

**Nancy Harris, Mayor
Marsha Anderson Bomar, Post 1
Kirkland Carden, Post 2**

**Billy Jones, Post 3
Kelvin J. Kelkenberg, Post 4
Greg Whitlock, Post 5**

**City of Duluth
3167 Main St
Duluth, GA 30096**

SECTION I: GENERAL

A. Agreement

The City grants to the Company the exclusive right to operate all residential, commercial and industrial refuse collection services upon, over and across the present and future streets, roads, alleys, bridges, easements and other public places located within the present and future limits of the City of Duluth, Georgia. The City will not be responsible for the payment of services rendered to persons whose residences are not located within the Duluth City limits as defined by the most current map of the City. If any areas are annexed into the City, the Company will commence servicing the newly annexed areas within fifteen (15) days after the effective date of the annexation by the City. The Company will ensure those areas not within the City limits are excluded from any and all related services provided through this Agreement.

B. Term

The term of this agreement shall commence 12:01 p.m. May 1, 2019 and shall run thereafter for a period of 12 months, expiring at midnight April 30, 2020.

C. Option to Renew

After the initial term of 12 months this Agreement may be automatically renewed for a one (1) year term for a lifetime contract term of up to five (5) years, unless either party shall give written notice of termination to the other party;

1. at least sixty (60) days prior to the annual termination date, or
2. not more than sixty (60) days following annual termination date. (Note: This requirement is included due to potential changes in membership of governing body following annual elections.

D. Franchise

The City shall receive a quarterly franchise fee of five per cent (5%) of the total commercial/industrial receipts.

SECTION II: COMMERCIAL

A. Collection Services – Commercial/Industrial

The Company shall provide containers of uniform type and color for the collection of garbage and other refuse from all apartments, condominiums, other multi-family residential units, offices, businesses, industries and establishments, other than single family dwellings or duplexes within the City limits, which generate two cubic yards or more of garbage or refuse per week (hereinafter “Commercial Customers”). Commercial

Customers may elect to utilize residential service as defined below if they do not generate two cubic yards or more of garbage or refuse per week. The Company shall do and perform the following:

1. Furnish to Commercial Customers operated or carried on within the City limits such commercial garbage and refuse collection service as it is deemed necessary by the customer; except that where necessary to protect the public health, the City shall have the authority to require more frequent collection be made for an appropriate additional payment.
2. Furnish containers for all Commercial Customers that generate two cubic yards or more of garbage and/or refuse per week. Each container shall be picked up and emptied at such times to ensure adequate and sanitary removal services at such locations.
3. Keep in good working order all of the containers furnished pursuant to subparagraph (B) hereof.
4. Condominiums, apartments and other multi-family establishments will be picked up a minimum of two times each week.
5. Deposit all commercial solid waste collected hereunder at an approved sanitary landfill which meets all current Federal, State, and local requirements. All commercial recyclable items collected hereunder must be taken to an approved recycle processing center.
6. All garbage, trash and other refuse required to be collected by the Company under subparagraph (b) hereof shall be placed in containers by Commercial Customers. Containers shall not be overloaded to the extent that the top lids cannot be fully closed. The Company shall be responsible for collecting garbage or trash scattered by its employees if such containers are not overloaded.
7. All routing and scheduling of trucks used for the pickup of trash and garbage from containers shall be left to the discretion of the Company to the end that the scheduled pickups shall be reasonably and equally spaced during each week and shall assure maximum efficiency of operation consistent with service to the customers. With the exception that commercial/industrial pickup will not be accomplished during the weekly rush hours defined as follows: Monday through Friday 6:30 am – 8:30 am and 4:00 pm – 6:00 pm or between the hours of 10:00 pm to 7:00 am when located within 500'-0" of a residential development.
8. The City will take such steps as necessary to ensure that all containers shall be freely accessible to the Company and not blocked or placed in unsafe locations for the pickup operation.
9. The Company shall furnish the City with statistical data including volume and tonnage of commercial solid waste collected by category during preceding thirty-day period.

B. Collection Fees – Commercial

1. All Commercial and Industrial Customers within the City using containerized service shall be billed directly by the Company in amounts not to exceed those set forth in Exhibits 1 and 2.
2. The charge for pre-compacted material and for rental of compactors and compactor containers shall be negotiated directly between the Company and Commercial Customer involved.
3. The charge for permanent roll-off containers shall be according to “permanent roll-off containers” as set forth in Exhibit 2. The charge for roll off containers or service not covered in the permanent roll-off Exhibit 2, items requiring special handling due to size, weight, type of material, and jobs requiring special equipment, special methods of placement and other unique or unusual equipment or service requirements will be negotiated between the Company and the Commercial Customer involved. If agreement cannot be reached between the Company and such Commercial Customer, the matter will be submitted to the City, and City’s decision shall be binding on both parties.
4. The Company will invoice each Commercial Customer directly on a monthly basis. The City will cooperate with the Company in its attempts to collect overdue and unpaid accounts. The Company shall be authorized to require such deposits as it deems necessary or advisable for single service requests, short service or other special circumstances. The Company is further authorized to charge and collect service charges for late payments as provided by Georgia law.

SECTION III: RESIDENTIAL

A. Collection Service – Residential

Residential Solid Waste shall mean household garbage and waste defined as putrescible animal, fruit and vegetable matter resulting from the preparation, cooking, storage, sale and serving of food; cans; glass; paper; and other containers and other material that is generated as household garbage. Waste Material is all Residential Solid Waste, nonhazardous Refuse and, if designated in this Agreement, nonhazardous Special Waste and/or Recyclable Materials that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

1. Residential solid waste shall be collected on Wednesday of each week between the hours of 7:00 am and 7:30 pm. The waste shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day.
2. Only residential solid waste which is contained in or placed with specialized plastic bags provided to designated retail outlets and to the City by the Company shall be collected by the Company pursuant to this Agreement. The Company shall sell to the City and designated retail stores plastic garbage bags of a unique color not readily available other than designated retail stores. The plastic bags

shall have 42 gallon capacity in boxes of twelve (12), 32 gallon and 15 gallon capacity in boxes of twenty (20). All bags shall be a minimum of 2.5 mil thickness and sufficient strength to resist puncture, breakage and tearing from normal residential use and uniform and unique to the City of Duluth refuse and recycling program.

3. The Company shall bill the City and the City shall pay the Company for such plastic bags on a thirty day net invoice basis from the date of delivery at an initial rate of

15 gallon bag (20 per box) \$ 22.13 per box

32 gallon bag (20 per box) \$ 33.39 per box

42 gallon bag (12 per box) \$ 26.35 per box

The bag cost may be increased annually according to the Cost of Living Adjustment described later in Section IV (E).

4. The Company shall have the right to purchase plastic bags from vendors of its choice.
5. The Company shall furnish the City with statistical data including volume and tonnage of residential solid waste collected by category as requested by the City.
6. The Company shall provide all residence with recycling containers at no charge for all items identified as recyclable.

B. Equipment

The Company shall have ready at all times, in good working order, such man power, materials and equipment as shall permit the Company to adequately and efficiently perform the duties hereunder. All equipment shall be of the enclosed, load packer type and shall be kept clean and in a sanitary condition. The Company shall have available to it at all times duplicate equipment which can be put into service and operated in case of any mechanical breakdown.

“Except as otherwise indicated in the Agreement, any equipment the Company furnishes to the City shall remain the Company’s property. The City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. The Company may charge an additional fee for any additional collection service required by the failure to provide access.”

SECTION IV: OTHER

A. Insurance

The Company shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Company agrees to furnish the City certificate or other evidence satisfactory to the City in the above. These certificates, with the exception of Worker's Compensation, shall contain a provision that coverage afforded under these policies will remain in effect during all times the Company is performing services under this agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, shall have adequate policy holders and financial ratings in the latest ratings of A.M. Best.

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

<u>Coverage</u>	<u>Limits of Liability</u>
1. Workmen's Compensation	Statutory
2. Employer's Liability	\$2,500,000
3. Bodily Injury Except Automobile	\$2,500,000 each occurrence
4. Property Damage Liability Except Automobile	\$3,500,000 each occurrence
5. Automobile Bodily Injury	\$5,000,000 each occurrence
6. Excess Umbrella Liability	\$7,500,000 each occurrence

The Company shall provide proof of pollution liability insurance in the amount of ten million dollars (\$10,000,000.00) to the City. The pollution liability insurance should remain in effect for the duration of the Agreement between the City and the Company. Proof of such insurance shall be provided to the City upon signing of this Agreement and shall be updated annually.

B. Disposal

All waste materials for disposal shall be hauled to a site or facility legally empowered to accept same for treatment of disposal as approved by the relevant governing authorities.

C. Time of Collection

Residential Refuse shall be collected on Wednesday of each week between the hours of 7:00 am and 7:30 pm. The Residential Refuse shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day. Collection shall not be made on the following days: Thanksgiving, Christmas, and New Year's Day. Collection which

would normally occur on such holidays shall be collected on the next regular collection day.

D. Missed Pick-Up

In case of a missed pick-up reported by the City or a Resident, the Company shall collect the Refuse/Recyclable Materials from such Resident within twenty-four (24) hours of notification by City or such Resident. All calls relating to missed pick-ups shall be logged by the Company and such a log shall be available for inspection by the City.

E. Cost of Living Adjustment

The Company, commencing May 1, 2021, and annually each May 1st thereafter throughout the term increase the rates in an amount not to exceed 4% to adjust for any increase in:

1. The Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI");
2. Company's costs due to changes in applicable local, state and federal laws. Company must notify City sixty (60) days in advance of any proposed increase in rates.

F. Compliance with Laws

Both City and Company shall conduct operations under this Agreement in compliance with all applicable ordinances, regulations and statutes.

G. Illegal Provisions

If any part or provisions of this Agreement or any portion of the term of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions and term shall not be affected, but shall remain in full force and effect.

H. Single Contract

As part of the consideration to the Company for this Agreement, the City designates the Company as its exclusive contractor and agent to provide all residential and commercial refuse collection and disposal services within the City boundaries, present and future. The City also designates the Company as its exclusive contractor and agent to provide all permanent industrial refuse collection and disposal services within the City boundaries, present and future. The City further grants to the Company the right to operate on and utilize all streets, roads, alleys, bridges, easements and other public places in the City in carrying out its duties under this Agreement.

I. Governing Law

This Agreement shall be governed by the laws of the State of Georgia both as to interpretation and performance.

J. Modification

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION V: RECYCLING

A. Recycling Collection Services (Residential and Commercial)

The Recycling Collection Services described herein shall, unless otherwise mutually agreed upon in writing, continue throughout the term of this Agreement.

B. Definitions

For the purposes of the Agreement, the following definitions shall apply for all Residential Recycling Materials.

1. Recycling Materials – All newspapers, food and beverage containers, plastic soda bottles and milk jugs, tin food cans, and aluminum beverage cans that are the subject of the City’s collection contract.
 - a. Recyclable Materials may also include corrugated cardboard.
 - b. Recyclable Materials may also include magazines.
2. Residential Recycling Collection Services – Those services to be performed (1) time weekly by the Company are as follow:
 - a. The curbside collection of Recyclable Materials from each single family residence.
 - b. Processing of Recyclable Materials which include the sorting and preparation of recyclable materials at the Processing Center.

C. Recycling Containers

Currently households in Duluth utilize a combination of 18 gallon bins and 95 gallon rolling carts for recycling. The bins are the property of the City of Duluth with the carts owned by the Company. Any 95 gallon cart or 18 gallon bin shall be provided free to all current and future households. The 95 gallon rolling cart will remain the property of the contractor. The recycling bin shall be a container made of rigid plastic imprinted with the “City of Duluth Emblem.” Collection of recyclables shall be a free service to all households.

D. Commercial Recycling

1. The Company shall collect from Commercial Customers all corrugated recyclable materials which are segregated and placed in a recycling container provided to such Commercial Customers by the Company. The frequency of collection shall be negotiated between Company and each Commercial Customer. The Company shall be responsible for processing and marketing such recycling services without additional charge to the Commercial Customers. The Company, however, shall retain the proceeds from the sale of such recyclable materials.
2. The City and The Company agree that the Company may expand the scope of the recycling services specified herein as market conditions and the participation in recycling services by Commercial Customers improves.

E. Protection of Recyclable Materials

The City agrees to take such steps as may be reasonably necessary to protect the Company's exclusive franchise for all Recyclable Materials placed at the curbside for collection under the terms of this Agreement.

F. Scope of Recycling Services

The Company shall collect and remove all Recyclable Materials which are segregated and placed in Recycling Containers at the curbside on public streets from all single-family homes, which are located within City limits, both present and future. The Recycling Collection Services performed shall be expanded to include all newly constructed single-family residential units as they become inhabited and the City shall notify the Company in writing of such expansions.

G. Time of Collection

Residential Recyclable Material shall be collected on Wednesday of each week between the hours of 7:00 am and 7:30 pm. The Recyclable Material shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day. Collection shall not be made on the following days: Thanksgiving, Christmas, and New Year's Day. Collection which would normally occur on such holidays shall be collected on the next regular collection day.

H. Transportation and Ownership of Recyclable Materials

The Company shall transport the collected Recyclable Materials in vehicles specialized for the collection of Recyclable Materials to its Processing Center, and be responsible for the sale or disposal of such Recyclable Materials and shall retain ownership of Recyclable Materials and/or profits or loss there from.

I. Labor and Costs

The Company shall, at its sole cost and expense, furnish all labor and vehicles required to perform curbside collection of Recyclable Materials pursuant to this Agreement.

J. Refusal to Pick-Up

The Company shall not be obligated to make a pick-up if a Resident does not properly separate Recyclable Materials from each other or from other residential refuse. At the time of refusal to make the pick-up, the Company will issue a notice to the Resident which contains instructions for the proper segregation of Recyclable Materials. If a Resident receives two such notices within a period of thirty (30) days, the Company shall notify the City after which time if the matter is not resolved the Company may refuse further recyclable pick-ups from that Resident.

K. Recycling Center

The Company shall utilize a Processing Center which shall accept, but is not limited to, the following: newspaper, glass, food and beverage containers, plastic soda bottles and milk jugs, tin food cans, aluminum beverage cans, and corrugated cardboard. All Recyclable Materials collected from Residents shall be processed at the Processing Center. Title to Recyclable Materials brought to the Processing Center shall be with the Company and the Company shall have the responsibility for the sale and/or disposal of such Recyclable Materials. The Company shall notify the City Representative in writing, no less than thirty (30) days prior to any relocation of the Processing Center.

L. Public Awareness Program

The Company shall develop and implement a Public Recycling Awareness program that contains but is not limited to the activities described below:

1. Programs promoting recycling for elementary, middle and high school students, scout troops, and other youth organizations in the Duluth area.
2. Program updates included in the City of Duluth Newsletter.
3. Participation in local festivals, parades and events to demonstrate the Company's on-going commitment to the promotion of curbside recycling.

M. Materials Residents May Receive Include:

1. A letter from the City officials to all households announcing the scope of the City's curbside recycling program, endorsing the recycling ethic and asking for the full participation of the community. (If the City leaders so desire.)
2. Information cards suitable to display on the refrigerator or other prominent places as reminder of when to place Recyclable Materials on the curbside for collection.

SECTION VI: YARD CLIPPINGS

A. Residential Yard Clippings/Debris Collection

The Company shall provide an optional Residential Yard Clipping/Debris Collection service at a cost of \$110 annually. Billing for this service is conducted directly to the resident by the Company. The Company shall provide once (1) weekly curbside service of Residential Yard Debris which is to be placed in specifically designated bio-degradable paper bags purchased by the resident on the curbside no later than 7:00 a.m. on Wednesdays of each week.

SECTION VII: REPORTING

A. Records and Reports

The Company shall maintain its books and records of statistical data to the performance of the solid waste collection, recycling collection and transportation services under this Agreement and provide monthly summaries to the City as may be requested with the following minimum requirements:

1. Monthly Status Reports:

- a. Tonnage summaries of refuse per residence within the boundaries, both present and future, of the City limits of Duluth
- b. Tonnage summaries of refuse per commercial customer within the boundaries, both present and future, of the City limits of Duluth
- c. Tonnage summaries of recyclable material collected and marketed per single family residence and commercial customer
- d. Weekly and monthly participation rates
- e. Monthly invoice for services rendered
- f. Description of program progress, including any problems encountered and how they were resolved (provided on an as needed basis).

2. Yearly Status Reports:

- a. Summary of material collected and marketed
- b. Discussion of the Public Recycling Awareness Program and its impact on participation
- c. Summary of the percent reduction in waste stream flow generated by participation in a recycling program
- d. Recommendation for program revisions

B. Deadlines

When requested by the City, Monthly Status Reports shall be submitted to the City within twenty (20) days of the end of each month and Yearly Status Reports shall be submitted to the City within sixty (60) days of the end of each year of operations hereunder. The City shall, with at least a thirty (30) day notice, have the right to examine, at its own

expense, the books and records of the Company with respect to the services rendered hereunder.

SECTION VIII: CONDITIONS

A. Force Majeure

The Company's performance hereunder may be suspended and its obligation hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Company unless such cause or causes are the sole result of action or non-action by the Company. Such causes shall include, but are not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strikes, lockout or injunction.

B. Termination of Franchise

In addition to all other rights and powers, the City may have by virtue of this Agreement or otherwise the right to terminate this franchise and all rights and privileges of the Company hereunder in the event that the Company:

1. Violates any provision of this Agreement or any rule, order, or determination of the City or the Governing Body made pursuant to this Agreement except where such violation, is cured as set forth below or, is without fault or through excusable neglect;
2. Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
3. Attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the City;
4. Has a change in the ownership of 50% or more of its stock, without the City's consent, or attempts to transfer this franchise to any entity without the consent of the City.
5. The City failure to meet the terms of the agreement The Company may suspend or terminate services if the City is late with payment.

Any termination of the franchise in accordance with the terms of this paragraph shall take place by an act of the Governing Body of the City after thirty (30) days written notice to the Company of the City's intent to consider such action. The foregoing notwithstanding any termination allegedly due to the failure of the Company to perform any obligation imposed by this Agreement shall only occur after written notice to the Company specifying the alleged default and the Company's failure to cure such default within fifteen (15) days after the date of such notice.

C. Cooperation Among the Parties

Whenever consent, action or inaction is required, such consent, action or inaction will not be unreasonably withheld or delayed by either party.

D. Severability

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

E. City Services

1. Company shall provide to the City at no additional charge:
 - a. One (1) eight cubic yard front-end trash container at City Hall, serviced two (2) times per week.
 - b. One (1) eight cubic yard front-end trash container at W.P. Jones Park, serviced once per week.
 - c. One (1) eight cubic yard front-end trash container at Bunten Park, serviced once a week.
 - d. One (1) eight cubic yard front-end trash container at the River Green/Scott Hudgens Park, serviced once per week.
 - e. One (1) eight cubic yard front-end trash container at Rogers Bridge Park, serviced once per week.
 - f. One (1) eight cubic yard front-end trash container at Duluth Festival Center (pavilion), serviced once per week.
 - g. Two (2) thirty yard dumpsters placed within downtown Duluth for July 3rd event.
 - h. One (1) eight cubic yard front-end trash container at the Duluth Public Safety Center, serviced once per week.
2. At the City Public Works Complex, the following shall be provided at all times:
 - a. Three (3) 8 yard front end cardboard recycling containers that are emptied once per week.
 - b. One (1) 20 yard glass recycling container emptied as needed. The City shall pay a \$50 monthly rental rate per container and a \$350 haul rate.
3. Up to three (3) stationary compactor units – emptied once per week.
4. Four (4) 40 yard limb dumpsters (loose limbs/leaves/logs/branches), emptied once per week at minimum or as needed.
5. Two (2) 40 yard bagged yard waste dumpsters that are emptied as needed.
6. One (1) one extra 40 yard dumpster for overflow yard waste, emptied as needed.
7. The Company at no charge to the City shall provide a minimum of 10 Roll-Off hauls for items 3-6 above on a monthly basis. Any requested additional hauls exceeding 10 per month shall be at a preferred rate of \$150 per haul and \$42 per

- ton. No rental charges on the compactors or open tops shall apply to the City. All industrial Roll-Off hauls shall be billed to the City at said preferred rate.
8. All of the above referenced containers (with the exception of those designated for recycling) may be used for the disposal of yard waste, bulky items, "white goods" weighing over fifty (50) pounds and periodic household clean up. No bagged household trash shall be allowed into the Public Works Complex in lieu of curbside bag collection system already in place for residential use. Commercial building or remodeling debris, auto parts, tires or accessories, dead animals, and hazardous waste shall not be disposed of in such containers. The containers shall be serviced as listed above or on an as-needed basis.
 9. Following servicing, all units will be returned to the Public Works Complex on the same day. Additional pulls that may be necessary from time to time shall be on an on-call basis and the company is expected to respond to the request within 24 hours or next business day.
 10. Five (5) 40 cubic yard roll-offs and (4) four eight cubic yard front-end trash containers will be provided for the Fall Festival event each year.
 11. Three (3) eight cubic yard front-end cardboard recycling containers to be placed within the downtown Duluth Central Business District, emptied weekly.
 12. Provide up to four (4) additional 20 cubic yard open top container units at the Public Works Facility for one week during the fall and one week during the spring for city-wide neighborhood cleanup purposes. In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations as well as household items consistent with decluttering a home, including but not limited to furniture, mattresses, electronics, etc.
 13. Provide up to three (3) 20 cubic yard open top containers to be placed at an area designated by the City twice per year to support City initiatives as part of the Duluth N.O.W program (Neighborhood Outreach Work). In addition to items accepted at Public Works year round, these dumpsters may contain waste consistent with residential remodeling/renovations, yard debris, and household items consistent with decluttering a home, including but not limited to furniture, mattresses, electronics, etc.
 14. Provide 20, 30, 40 yard roll-off containers for Neighborhood Clean-ups at a reduced price for rental by neighborhoods. Each neighborhood is eligible to hold a Neighborhood Clean-up at reduced rates once per year. See Exhibit 3.
 15. The Company at no charge to the City shall provide a minimum of 20 Roll-Off hauls for items 12 and 13 on an annual basis. Any requested additional hauls exceeding 20 per year shall be at a preferred rate of \$150 per haul and \$42 per ton. No rental charges on the compactors or open tops shall apply to the City. All industrial Roll-Off hauls shall be billed to the City at said preferred rate.

SECTION IX: SPECIAL WASTE

A. Commercial Special Waste

As an additional service to the City, the Company shall collect and dispose of Special Waste generated by the Commercial and Industrial Customers existing within the City limits, both present and future. The Company's rates and service requirements for collecting and disposing of Special Waste shall be negotiated with each Commercial and Industrial Customers. In order to ensure that the Special Waste is handled in an environmentally secure manner, Commercial and Industrial Customers shall be required to acknowledge the following definition of special waste and accurately represent the components of the waste. If an acceptable agreement cannot be reached between the Company and Customer then the proposed agreement may be submitted to the City by either party to settle the amount to be charged based on acceptable cost for similar service in the area.

B. Definitions

1. "Special Waste" means Type A and Type B Special Wastes as defined below:
 - a. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions.
 - i. Containerized waste (e.g., a drum portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in (ii) – (vii) below
 - ii. Waste containing free liquids
 - iii. Sludge waste
 - iv. Waste from an industrial process
 - v. Waste from any pollution control process.
 - vi. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (i)-(v) or (vii)
 - vii. Contaminated residuals or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of wastes listed in (i)-(vi)
 - viii. Special Waste also includes any nonhazardous solid waste at City locations which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment, including sludge from the City's Wastewater Pollution Control Plant. Special Waste must conform in all respects with a Company-approved Special Waste Profile.
 2. "Type B Special Waste" means any waste from a commercial or industrial activity meeting the descriptions which follow:

- i. Friable asbestos waste from building demolition or cleaning; wall board, wall spray covering, pipe insulation, etc. - Non-friable asbestos is not a special waste unless it has been processed, handled or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste."
- ii. Commercial products or chemicals which are off-specification, outdated, unused or banned - Out-dated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category, however, containers which once held commercial products or chemicals are included unless the container is empty. A container is empty when: All wastes have been removed that can be removed using the practices commonly employed to remove material from the type of container, e.g., pouring, pumping or aspirating, and an end has been removed (for containers in excess of 25 gallons), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container (containers > 110 gallons), or no more than 0.3% by weight of the total capacity of the containers remains in the container (containers > 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be emptied according to label instructions or triple rinsed.
- iii. Untreated bio-medical waste – Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical including but not limited to a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinarian, hospital or animal testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a "Type A Special."
- iv. Treated bio-medical wastes – Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian hospital, animal testing laboratory, or university medical laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in a needle puncture proof containers.

- v. Liquids and sludges - from septic tanks, food service grease traps, or wash water and wastewaters from commercial laundries, Laundromats and car washes unless these wastes are managed at commercial or public treatment works.
- vi. Chemical - containing equipment removed from service.
Example: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.
- vii. Waste produced from the demolition or dismantling of industrial process equipment of facilities contaminated with chemicals from the industrial process - Chemicals or wastes removed or drained from such piece of equipment or facility are "Type A Special Wastes."
- viii. Unacceptable Waste - Unacceptable Waste means Hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste. In addition, any Special Waste that does not conform to the Special Waste Profile supplied by City is Unacceptable Waste.
- ix. Hazardous Waste - Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- x. Title - Title to Residential Solid Waste and Recyclable Materials shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Unacceptable Waste shall at no time pass to Company.
- xi. Right of Refusal - If Unacceptable Waste is discovered before it is collected by the Company, the Company may refuse to collect the entire pick-up that contains the Unacceptable Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by the Company, the Company may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste.

The City shall provide all reasonable assistance to the Company to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by the Company in connection with such Unacceptable Waste. Subject to the City's providing all such reasonable assistance to the Company, the Company shall release City from any liability for any such costs incurred by Company in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the City.

- xii. Specifications for all Recyclable Material - Recyclable Materials shall comply with any and all specifications provided by the Company in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the City limits of Duluth is rejected by the recycling facility or is not of the intended quality or grade, the Company will notify the City immediately and submit documentation detailing the extent of the contamination. Should said contamination limit or inhibit the Company from selling some or all of the Recyclable Materials collected within the City of Duluth, then the Company must provide alternative options for recycling or disposal of recyclable material to the City. However, should the City and the Company not be able to agree on an alternate option within ninety (90) days of notification then the Company may (1) suspend or discontinue any or all Recycling services, or (2) dispose of the Recyclable Materials in a landfill. In the event the Company intends to enact items (1) or (2) above, the City shall have the right to terminate the contract and/or renegotiate the rates of the contract.
- xiii. To the extent market conditions develop that limit or inhibit the Company from selling some or all of the Recyclable Materials collected within the City of Duluth, then the Company must provide alternative options for recycling or disposal of recyclable material to the City. However, should the City and the Company not be able to agree on an alternate option within ninety (90) days of notification then the Company may (1) suspend or discontinue any or all Recycling services, or (2) dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. In the event the Company intends to enact items (1) or (2) above, the City shall have the right to terminate the contract and/or renegotiate the rates of the contract.
- xiv. Waiver of Claims - Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

- xv. Damage to Pavement – The Company shall not be responsible for any damages to City’s pavement, curbing or other driving surfaces resulting from the Company providing services at City locations, except to the extent caused by the negligence of the Company.

C. Special Waste Profile

The Company's form of documentation that the City must complete, and the Company must approve, with respect to any Special Waste prior to Company's acceptance of such Special Waste.

D. Incidental Amounts of Special Wastes

The Company recognizes that many customers will produce some “Type B Special Waste.” Incidental quantities of “Type B Special Waste” do not require a Generator’s Type B Special Waste Profile Sheet to be signed by the customer. However, the customer must identify the type and amount of Type B Special Wastes that will be provided to the Company in incidental amounts.

Exhibit 1: CHART "Form D"

COMMERCIAL/INDUSTRIAL SERVICE

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
2yd	\$61.46	\$119.47	\$181.56	\$240.83	\$300.40	\$362.49
4yd	\$81.22	\$158.04	\$238.00	\$318.90	\$397.61	\$476.63
6yd	\$101.91	\$197.55	\$296.33	\$400.11	\$495.44	\$595.79
8yd	\$120.72	\$235.18	\$358.41	\$474.74	\$592.02	\$708.98
8yd (recycle)	\$105.00	\$205.00	\$310.00	\$410.00	\$510.00	\$610.00

Exhibit 2: PERMANENT ROLL-OFFS CONTAINERS

\$195 haul charge \$52 per ton, no rental charges*

*Items requiring special handling due to size, weight, type of material, and jobs requiring special equipment, special methods of placement and other unique or unusual equipment or service requirements will be negotiated between the Company and the Commercial Customer involved. If agreement cannot be reached between the Company and such Commercial Customer, the matter will be submitted to the City, and City's decision shall be binding on both parties.

Exhibit 3: TEMPORARY ROLL-OFFS FOR NEIGHBORHOOD CLEAN UPS

ONE TIME PER YEAR PER NEIGHBORHOOD

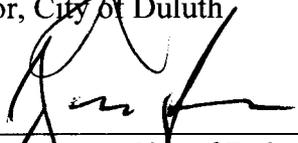
\$150 per haul and \$42 per ton, no rental charges

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 8th day of April, 2019.

By:

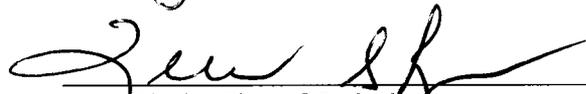


Mayor, City of Duluth



City Manager, City of Duluth

Attested By:



City Clerk, City of Duluth

(CITY SEAL)

BFI Waste Services, LLC, d/b/a
Republic Services of Georgia

By:

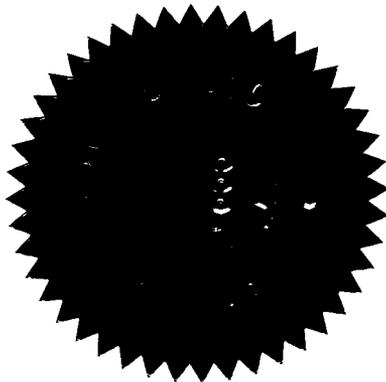


General Manager, Republic Services

ATTESTED BY:



Municipal Services Manager



**Amendment to
Agreement for Residential, Commercial and Industrial/Roll off
Refuse and Residential Recycling Collection and Disposal**

This Amendment to the Agreement for Residential, Commercial and Industrial/Roll off Refuse and Residential Recycling Collection and Disposal entered into as of September 2018 between the City of Duluth, Georgia ("City") and BFI Waste Services, LLC, d/b/a Republic Services of Georgia ("Contractor")

Recitals

1. The City and Contractor entered into an Agreement for Residential, Commercial and Industrial/Roll off Refuse and Residential Recycling Collection and Disposal dated June 1, 2010 (the "Agreement")
2. Contractor and City (the "Parties") desire to amend the Agreement to provide a glass recycling pilot program using a 20 yard roll off

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follow:

1. Service. Republic services to provide a 20 yard roll off on call for glass recycling rates and conditions as follows:

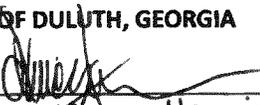
Delivery fee (one-time fee) -\$35.00
Haul rate- \$350.00 per one call service haul
Rental rate- \$50.00 per month

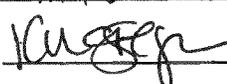
Rebate/No rebate/ Charge -City to set up account directly with Strategic Materials located in College Park GA.

2. Execution in Counterparts. This Amendment may be executed in any of counterparts, each of which shall be deemed an original.

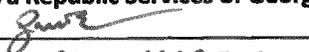
IN WITNESS WHEREOF, the Parties have executed this Amendment effective as the date first set for above

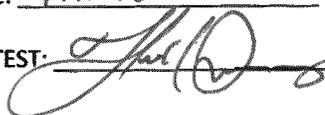
CITY OF DULUTH, GEORGIA

By: 
Name: Nancy Harris
Title: Mayor
Date: 9/11/18

ATTEST: 

BFI WASTE SERVICES, LLC
d/b/a Republic Services of Georgia

By: 
Name: Brian Mearns
Title: GM
Date: 9.11.18

ATTEST: 

**AMENDMENT TO CONTRACT #2019-001 RESIDENTIAL, COMMERCIAL,
INDUSTRIAL REFUSE COLLECTION & RECYCLING**

This Amendment to Contract #2019-001 (this "Amendment") is entered into as of January 1, 2022, between the City of Duluth, Georgia (the "City"), and Republic Services of Georgia, LP ("Contractor").

Recitals

A. The City and Contractor entered into the Contract #2019-001 for Residential, Commercial, Industrial Refuse Collection & Recycling dated May 1, 2019 (collectively, the "Agreement"), whereby Contractor agreed to provide refuse and recycling services to the City; and

B. The City and Contractor have agreed to modify certain terms as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Collection Service – Residential; Time of Collection. Section III.A.1 is deleted and replaced with the following: "Residential solid waste shall be collected on one of the following days: Monday, Tuesday or Wednesday of each week, between the hours of 7:00 am and 7:30 pm. The waste shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day."

2. Time of Collection – Residential Refuse. Section IV.C is deleted and replaced with the following: "Residential solid waste shall be collected on one of the following days: Monday, Tuesday or Wednesday of each week, between the hours of 7:00 am and 7:30 pm. The Residential Refuse shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day. Collection shall not be made on the following days: Thanksgiving, Christmas, and New Year's Day. If a holiday interrupts normal collection service, collection which would normally occur on a holiday shall be resumed on the next business day."

3. Time of Collection – Residential Recyclable Materials. Section V.G. is deleted and replaced with the following: "Residential Recyclable Materials shall be collected on one of the following days: Monday, Tuesday or Wednesday of each week. The Recyclable Material shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day. Collection shall not be made on the following days: Thanksgiving, Christmas, and New Year's Day. If a holiday interrupts normal collection service, collection which would normally occur on a holiday shall be resumed on the next business day."

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

5. Continuing Effect and Order of Precedence. Except as expressly modified or

amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, the Amendment shall govern.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

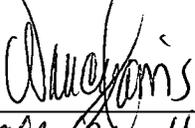
CONTRACTOR:

CITY:

REPUBLIC SERVICES OF GEORGIA, LP

CITY OF DULUTH

By: 
Name: William Blanchett, Jr
Title: General Manager

By: 
Name: Nancy Harris
Title: Mayor

**THIRD AMENDMENT TO CONTRACT #2019-001
RESIDENTIAL, COMMERCIAL, INDUSTRIAL REFUSE
COLLECTION AND RECYCLING CONTRACT**

This Amendment to Residential, Commercial, Industrial Refuse Collection and Recycling Contract (this "Amendment") is entered into as of May 1, 2022 ("Effective Date"), between City of Duluth, Georgia (the "City"), and BFI Waste Services, LLC d/b/a Republic Services of Georgia ("Republic").

Recitals

A. The City and Republic entered Residential, Commercial, Industrial Refuse Collection and Recycling Contract dated May 1, 2019 (the "Agreement"), previously amended on May 1, 2021 (COLA rates only) and January 1, 2022 whereby Republic agreed to provide certain waste and recyclables services for the City subject to the terms of the Agreement.

B. The City and Republic have agreed to extend the Term of the Agreement and modify certain other terms of the Agreement as set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Section I.B. Term. The parties agree that this provision is deleted and replaced with the following:

The Term of this amended agreement shall commence 12:01 p.m. May 1, 2022, and shall run thereafter until Midnight April 29, 2024.

2. Section I.C Option to Renew. Section C. The parties agree that this provision is deleted and replaced with the following:

After the initial termination date of April 29, 2024 this agreement may be renewed for additional one (1)-year terms with the mutual agreement of the parties.

3. Section I.D. Franchise is deleted and marked as "Reserved." As of May 1, 2022, the parties agree that the current franchise fee of five percent (5%) will terminate.

4. Add New Section I.E. Rate Increase. The parties agree that beginning May 1, 2022, and again on May 1, 2023, all rates for Commercial and Industrial accounts ONLY, will increase by five percent (5%) and will remain at this rate until the termination of the Agreement.

5. Add New Section I.F. Supplemental Payment. The parties agree that as of May 1, 2022, City will pay \$125,000 monthly to Republic as a supplemental payment. This supplemental payment will continue for the remainder of the Agreement.

6. Section IV.E. Cost of Living Adjustment – shall be deleted and marked “Reserved.” Rate increases are permissible only under the provisions of Section I.E.

7. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

8. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered this Amendment to be effective as of the Effective Date.

CONTRACTOR:

CITY:

BFI WASTE SERVICES, LLC DBA
REPUBLIC SERVICES OF GEORGIA

CITY OF DULUTH, GEORGIA

By: Will Blanchetti
Name: Will Blanchetti
Title: General Manager

By: 
Name: NANCY HARRIS
Title: Mayor



CITY of Duluth, GA

Rate Increase EFFECTIVE MAY 1st, 2022

SECTION III: RESIDENTIAL

A. Collection Service — Residential

Residential Solid Waste shall mean household garbage and waste defined as putrescible animal, fruit and vegetable matter resulting from the preparation, cooking, storage, sale and serving of food; cans; glass; paper; and other containers and other material that is generated as household garbage. Waste Material is all Residential Solid Waste, nonhazardous Refuse and, if designated in this Agreement, nonhazardous Special Waste and/or Recyclable Materials that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

1. Residential solid waste and recyclables shall be collected on Monday, Tuesday, Wednesday of each week between the hours of 7:00 am and 7:30 pm. City of Duluth solid waste bags and recycling bins shall be placed by resident for collection at the curb no later than 7:00 a.m. on each collection day.
2. Only residential solid waste which is contained in or placed with specialized plastic bags provided to designated retail outlets and to the City by the Company shall be collected by the Company pursuant to this Agreement. The Company shall sell to the City and designated retail stores plastic garbage bags of a unique color not readily available other than designated retail stores. The plastic bags shall have 42-gallon capacity in boxes of twelve (12), 32-gallon and 15-gallon capacity in boxes of twenty (20). All bags shall be a minimum of 2.5 mil thickness and sufficient strength to resist puncture, breakage and tearing from normal residential use and uniform and unique to the City of Duluth refuse and recycling program.
3. The Company shall bill the City and the City shall pay the Company for such plastic bags on a thirty-day net invoice basis from the date of delivery at an initial rate of:
15-gallon bag (20 per box) \$ **24.44** per box
32-gallon bag (20 per box) \$ **37.24** per box
42-gallon bag (12 per box) \$ **29.34** per box
4. The bag cost may be increased annually according to the Cost-of-Living Adjustment described later in Section IV (E).
5. The Company shall have the right to purchase plastic bags from vendors of its choice.
6. The Company shall furnish the City with statistical data including volume and tonnage of residential solid waste collected by category as requested by the City.
7. The Company shall provide all residents with recycling containers at no charge for all items identified as recyclable.



Exhibit 1: CHART "Form D"
COMMERCIAL/INDUSTRIAL SERVICE

Frequency	1/week	2/week	3/week	4/week	5/week	6/week
Size						
2yd	66.62	129.51	196.81	261.06	325.64	392.94
4yd	88.04	171.32	258.00	345.69	431.01	516.67
6yd	110.47	214.15	321.23	433.72	537.06	645.84
8yd	130.86	254.94	388.52	514.63	641.76	768.55
8yd (recycle)	113.82	222.22	336.04	444.44	552.85	661.25

Extra Pickup Charge = \$150

Exhibit 2:

PERMANENT ROLL-OFFS CONTAINERS

\$211.39 haul charge **\$56.36** per ton, no rental charges*

*Items requiring special handling due to size, weight, type of material, and jobs requiring special equipment, special methods of placement and other unique or unusual equipment or service requirements will be negotiated between the Company and the Commercial Customer involved. If agreement cannot be reached between the Company and such Commercial Customer, the matter will be submitted to the City, and City's decision shall be binding on both parties.

Exhibit 3:

TEMPORARY ROLL-OFFS FOR NEIGHBORHOOD CLEAN UPS

ONE TIME PER YEAR PER NEIGHBORHOOD

\$162.60 per haul and **\$45.53** per ton, no rental charges

Additional:

YARD WASTE – RESIDENT CONTRACTS DIRECTLY WITH REPUBLIC SERVICES.

ONE TIME PER YEAR PER RESIDENT

\$115.50 per year