

CITY OF HAMPTON

STATE OF GEORGIA

RESOLUTION NO. 20-17

WHEREAS, the City of Hampton (hereinafter "City") is governed by the Mayor and Council; and

WHEREAS, the City of Hampton has reviewed the bids for the City's solid waste removal and recycling services for residential and commercial properties ("Service"); and

WHEREAS, it has been determined that Waste Pro of Georgia, Inc. is the most responsive with a cost bid for the Service as listed in Exhibit "A" in the attached and incorporated by reference; and

WHEREAS, terms of the Service, including Implementation Schedule and the Cost Bid are detailed in the attached at Exhibit "A"; and

WHEREAS, the City staff is recommending that the City enter into a contract with Waste Pro of Georgia, Inc. to provide the Service; and

WHEREAS, pursuant to City Charter § 2.32(4), the Mayor has authority to sign City contracts upon Council's approval; and

WHEREAS, it is in the City's best interest to authorize the City Manager to finalize the contract negotiations with Waste Pro of Georgia, Inc. and authorize the Mayor to sign the same;

NOW THEREFORE IT IS HEREBY RESOLVED that the City Council authorizes the City Manager to contract with Waste Pro of Georgia, Inc. for the Service and for the Mayor to have the authority to sign the contract.

SO RESOLVED, this 14 day of July, 2020.

[signatures on following page]

CITY OF HAMPTON, GEORGIA
A Georgia municipal corporation

ADDRESS: 17 East Main Street South Hampton GA 30260

CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 1st day of August, 2020, by and between the City of HAMPTON, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and Waste Pro, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises utilizing a 95-gallon container in the incorporated area of the City shall receive solid waste collection, recycling, and disposal services provided by Contractor, and

WHEREAS, this Contract may enter into separate agreements for those owner or occupants desiring a roll-off or dumpster container, and

WHEREAS, the City agrees to pay for residential services utilizing 95-gallon containers.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bulk Items:** Those items of furniture and other large items, which cannot reasonably be placed in a 95-gallon rollout cart. Placed curbside on the regular collection day including but not limited to box springs, indoor/outdoor furniture, swing sets, large toys, bicycles and other similar items. White Goods empty of all foods, liquids and any CFCs and PCBs. Doors have been removed from freezers and refrigerators.
- 1.3 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.
- 1.4 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.5 **City:** City of HAMPTON, Georgia.
- 1.6 **Commercial Hand-load Customer:** All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.7 **Commercial Premises:** All Non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- 1.8 **Commercial Solid Waste:** All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.9 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.10 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts

and other solid waste for collection.

1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.12(b) Recyclable Material: Newspaper, cardboard, paper board, magazines, junk mail, mixed & other paper, aluminum containers & lids, steel containers & lids, Plastic containers #1-2.

1.13 Residential Premises: A dwelling within the incorporated/unincorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.

1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.17 Yard Trash: Leaves, brush, grass clippings, shrubs and other vegetative materials from the maintenance of yards & lawns at Residential Premises excluding material generated by professional tree trimming services.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be

performed in the collection and disposal of Residential and Commercial Solid Waste generated in the City and confined to 95-gallon containers, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0 – Collection

3.1 Service Provided:

- A. Residential Garbage: Contractor shall collect Garbage from each Residential Premises one (1) time per week at curbside. The occupant of the Residential Premises shall place only bagged Garbage in 95-gallon containers owned by contractor and Resident shall place the Container(s) curbside by 6:00 AM on the designated collection day.
- B. Residential Recycle: Contractor shall collect Garbage from each Residential Premises on a bi-weekly basis at curbside. The occupant of the Residential Premises shall place only loose recyclables in the containers owned by the contractor and Resident shall place the Container(s) curbside by 6:00 AM on the designated collection day. Contractor shall not be responsible for collection of materials not placed in the recycle cart.
- C. Residential Bulk: Contractor shall collect bulk items from each Residential Premises on an on-call basis at curbside. The occupant of the Residential Premises shall place up to (2) bulk items only per week at curbside by 6:00 AM on the designated collection day.
- D. Dumpsters/Roll Off Containers – Customers, residential or commercial, in need of dumpsters or roll off containers, in addition to or in lieu of a 95-gallon container, may elect to have Contractor provide this service in a contract/agreement separate and apart from the terms herein, except in those instances where this Agreement governs. No contract/agreement for dumpster/roll-off containers shall be in violation of the City Code, as existing or hereinafter amended. The City shall not be responsible for the billing for this Service.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Premise that is a customer of the City of the Service defined in Section 3.1(A) to (C) and to those customers that have elected this Service as defined in Section 3.1(D). Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the

Residential or Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

3.4 Location of Containers for Collection

Cart Containers shall be placed curbside for collection unless the resident is one of the back-door customers. At no time shall the number of back door customers exceed 3% of the total number of homes.

Dumpster/Roll-Off Containers shall be placed within the setbacks of the Customer's property subject to the City Code, as existing and hereinafter amended.

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

Collection of Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day
Christmas Day

Thanksgiving Day

Contractor may decide to observe any or all of the above-mentioned Holidays or any day that the disposal location is closed by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

All complaints shall be made directly to the City and shall be given prompt and courteous attention by the contractor. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. Failure to collect a verified missed collection within 24 hours of the complaint will result in a \$100 liquidated damages fine. Contractor will not be fined if sufficient evidence is shown that a miss did not occur.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to

standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

Section 5.0 – Compensation

5.1 Rates of Compensation are set forth in Exhibit "A" of this agreement. Pricing for the initial period of (1) Year will remain fixed. Rate adjustment requests will be considered by council in any renewal period after the initial first year.

5.2 Renewals; the parties may renew this Agreement at any time for additional terms upon mutual agreement of both parties.

5.3 Rate Adjustments Due to Significant Changes

A. Cost of living changes: The rates set forth in Exhibit "A" shall be fixed for the initial first year of this Agreement. After the first year, rates can be adjusted according to the Consumer Price Index – annual CPI differences based on the change in the U.S. Department of Labor Statistics, Consumer Price Index – South, All Items, All Urban Consumer (the "Index"), with a maximum adjustment of two and half percent (2.5%) annually.

B. Extraordinary fuel rate increases; should the price of diesel fuel exceed \$4.00 per gallon; the contractor will have the right to ask council for an adjustment to the fuel surcharge set forth in Exhibit "A". Such adjustment must be approved by city council.

C. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate

Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved, and the City and Contractor agree to adjusted rates of compensation.

5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or light Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to reasonable expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service at any location at the direction of the City or for that location's failure to pay for services.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising solely out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto

shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm or pandemic), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate to pay Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity.

Section 10.0 - Term

The term of this Agreement shall begin Sept 1, 2020 and continue for a period of one year (1) year, the "Initial Term". At the end of the initial term, the agreement shall automatically renew for one (1) year periods unless the City or the Contractor provides the other party with written notice at least thirty (90) days prior to the end of that term.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time within 2 days of the request.

Section 12.0 – Insurance

The Contractor 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 for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express

obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

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

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
Employer's Liability \$1,000,000
Bodily Injury Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 aggregate
Property Damage Liability \$1,000,000 each occurrence
Except Automobile \$1,000,000 each occurrence
Automobile Bodily Injury \$1,000,000 each person
Liability \$1,000,000 each occurrence
Automobile Property Damage Liability \$1,000,000 each occurrence
Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of Contractor's provision of services except normal wear and tear. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 15.0 – Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that

the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 16.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval and consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 17.0 – Exclusive Contract

In the incorporated area of the City, the Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service utilizing 95-gallon containers as defined in Section 3.1. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract for 95-gallon containers, the license and privilege to provide Residential and light Commercial collection and disposal service as defined in Section 3.1 to all Premises in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services as defined in Section 3.1 during the term hereof or any renewal terms.

Section 18.0 - Ownership

Title to the Residential and Commercial Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 19.0 – Termination and Attorney Fees

In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, to 4785 Fulton Ind. Blvd SW Atlanta GA 30336 return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Contract, including but not limited to, recovery of all damages, cost and expenses including reasonable attorney's fees whether any cause of action has been filed.

Section 20.0 – Miscellaneous Provisions

20.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

20.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

20.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

20.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

20.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

EXECUTED this 29 day of July, 2020.

CITY OF HAMPTON GA

Signed: Steve E. Hutchison By: Steve E. Hutchison

Title: Mayor Date: 29 July 2020

WASTE PRO

Signed: Bob Wolk By: Bob Wolk

Title: Reg.马克思 Director Date: 7-29-2020

ATTEST

Signed: Melissa Brooks By: _____

Title: City Clerk Date: 7-29-20

EXHIBIT A

Residential & Light Commercial Garbage: (Select Option 1 or 2 for all)

Option 1: Weekly Garbage Collection in contractor provided 95 gallon carts (Only what fits in the cart)

\$ 9.36 per home/per month

Option 2: Weekly Garbage Collection in contractor provided 95 gallon carts (Includes up to 3 extra bags)

\$ 10.25 per home/per month

Extra Cart: (at the same address)

\$ 7.75 per home/per month

Residential Recycle: (Select Option 1 or 2 for all)

Option 1- Bi-weekly recycle collection in contractor provided 95 gallon carts (All residents participate)

\$ 4.17 per home/per month

Option 2-Weekly recycle collection in contractor provided 65 gallon carts (Elective for those who want it)

\$ 6.75 per home/per month

Residential Bulk:

On call bulk collection as needed (up to 3 cubic yards)

\$ 15.00 per trip

Move in/Move outs:

If bulk items exceed 3 cubic yards, we will quote the service at that time.

\$ Quoted at time of project

If bulk items exceed 8 cubic Yards, a roll off container will be needed.

Delivery- \$ 75.00

Hauling- \$ 175.00 per haul

Disposal- \$ 45.00 per ton