



Work Session Agenda

Tuesday, June 16, 2020 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Multiple Departments

2020-0538 Award BL040-20, preventive maintenance, repair and replacement services for uninterruptible power supplies and battery systems on an annual contract (July 1, 2020 through June 30, 2021), Departments of Fire and Emergency Services, Sheriff, Support Services and Water Resources, to low bidder, Mssn Ctrl Pwr LLC dba Mission Critical Power, base bid \$296,514.00 (this represents a 21% decrease over the previous contract). (Staff Recommendation: Award)

2020-0557 Award BL052-20, purchase of milk, milk products, and frozen snacks on an annual contract (June 16, 2020 through June 15, 2021), Departments of Community Services, Corrections, and Sheriff, to low bidder, Mayfield Dairy Farms, LLC, base bid \$248,000.00 (this represents a 4.9% decrease over the previous contract). This contract is funded 14.5% by the Atlanta Regional Commission. (Staff Recommendation: Award)

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 2

III. New Business

1. Multiple Departments

2020-0572 Award BL045-20, purchase of groceries on an annual contract (June 21, 2020 through June 20, 2021), Departments of Community Services, Corrections, and Sheriff, to low responsive bidders, Good Source Solutions; National Food Group; Performance Food Service; S&S Institutional Foods dba Samples Foods; Southeastern Paper Group; Sutherland's Foodservice, Inc.; and US Foods, Inc., per attached bid tabulation, base bid \$1,720,000.00. This contract is funded 12% by the Atlanta Regional Commission. (Staff Recommendation: Award)

2020-0558 Approval to renew BL024-18, purchase of public safety uniforms on an annual contract (June 26, 2020 through June 25, 2021), Departments of Corrections, Fire and Emergency Services, Police Services, and Sheriff, with Dana Safety Supply, Inc.; Designlab, Inc.; Galls, LLC; Stirling Promotions, Inc.; and The Target Group, Inc., base bid \$403,000.00 (negotiated cost savings of approximately \$1,600.00). (Staff Recommendation: Approval)

2. Community Services/Tina Fleming

2020-0544 Award BL037-20, George Pierce Park improvements, to low bidder, Tri Scapes, Inc., amount not to exceed \$2,554,084.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST Programs. (Staff Recommendation: Award)

2020-0581 Approval/authorization to accept a grant awarded by the Atlanta Regional Commission in the amount of \$1,860,611.85. The funds will be used for the provision of services to seniors in Gwinnett County for the period of July 1, 2020 through June 30, 2021. Approval/authorization for the Chairman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is funded through federal and state funds, with a required local match of \$125,711.40, for a total contract amount of \$1,986,323.25. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 3

III. New Business

2. Community Services/Tina Fleming

2020-0582 Approval/authorization to accept grant funds authorized from the Families First Coronavirus Response Act through the Atlanta Regional Commission in the amount of \$306,915.30. This funding will allow the County to expand its meal-delivery services to older adults through the provision of home-delivered nutrition to new and current clients at risk for food insecurity during the COVID-19 pandemic, designating \$95,207.31 for Congregate Meals and \$211,707.99 for Home-Delivered Meals. Approval/authorization for the Chairman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

3. Fire Services/Russell S. Knick

2020-0559 Award RP014-19, purchase of firefighter turnout gear on an annual contract (June 17, 2020 through June 16, 2021), to the highest scoring firm, Bennett Fire Products Company, Inc., base amount \$2,068,275.00 (negotiated cost savings of approximately \$25,230.00). (Staff Recommendation: Award)

4. Human Resources/Vicki Casella

2020-0541 Approval to renew RP002-19, provision of on-site wellness center administration on an annual contract (January 1, 2021 through December 31, 2021), with CareHere, LLC, base amount \$991,352.00. (Staff Recommendation: Approval)

2020-0542 Approval to renew RP008-17, provision of a vision program on an annual contract (January 1, 2021 through December 31, 2021), with Vision Service Plan Insurance Company, dba VSP Vision Care, base amount \$751,036.92. This contract is entirely participant funded. (Staff Recommendation: Approval)

2020-0543 Approval to renew RP009-17, provision of a wellness program on an annual contract (January 1, 2021 through December 31, 2021), with Asset Health, Inc., base amount \$746,541.00. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 4

III. New Business

4. Human Resources/Vicki Casella

2020-0545 Approval to renew RP001-19, provision of medical and pharmacy benefit administration on an annual contract (January 1, 2021 through December 31, 2021), with Aetna Life Insurance Company, base amount \$46,855,755.00. (Staff Recommendation: Approval)

2020-0546 Approval to renew RP005-18, provision of a dental program on an annual contract (January 1, 2021 through December 31, 2021), with Cigna Health and Life Insurance Company, base amount \$4,364,860.32. This contract is entirely participant funded. (Staff Recommendation: Approval)

5. Law Department/Michael P. Ludwiczak

2020-0585 Approval of a settlement in the case of Shelby Clark, et al. v. R.L. "Butch" Conway, et al., United States District Court for the Northern District of Georgia, Civil Action File No. 1:18-cv-05416-SCJ, in the amount of \$202,500.00.

2020-0586 Approval of a settlement with Grzegorz Kozlowski in the case of Brian Bort, et al. v. Lt. Col Carl Sims, et al., United States District Court for the Northern District of Georgia, Civil Action File No. 1:15-cv-00808-SCJ, in the amount of \$105,000.00.

2020-0524 Approval/authorization for the Chairman to execute a Resolution consenting to the expansion of the Gateway85 Gwinnett Community Improvement District by approximately 7 parcels. Subject to approval as to form by the Law Department.

2020-0525 Approval/authorization for the Chairman to execute a Resolution consenting to the expansion of the Sugarloaf Community Improvement District by approximately 8 parcels. Subject to approval as to form by the Law Department.

2020-0526 Approval/authorization for the Chairman to execute an Amendment to the Cooperation Agreement between Gwinnett County, the City of Lilburn, and the Lilburn Community Improvement District. Subject to approval as to form by the Law Department.

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 5

III. New Business

5. Law Department/Michael P. Ludwiczak

2020-0527 Approval/authorization for the Chairman to execute the Third Amendment to the Cooperation Agreement between Gwinnett County and the Gwinnett Place Community Improvement District Board. Subject to approval as to form by the Law Department.

2020-0528 Approval/authorization for the Chairman to execute the Fourth Amendment to the Cooperation Agreement between Gwinnett County, the City of Norcross, the City of Peachtree Corners, and the Gateway85 Gwinnett Community Improvement District Board. Subject to approval as to form by the Law Department.

2020-0588 Approval/authorization for the Chairman to execute the Second Amendments to the Agreements for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials between Gwinnett County and Advanced Disposal Services Atlanta, LLC; BFI Waste Services, LLC d/b/a as Republic Services of Georgia; Sanitation Solutions, Inc.; Southern Sanitation, Inc.; and Waste Pro of Georgia, Inc. Subject to approval as to form by the Law Department.

2020-0591 Approval/authorization to amend Article III of Chapter 82 of the Gwinnett County Code of Ordinances, by deleting Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid waste surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services" in their entirety and replacing them with new Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid waste surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services," and by repealing Section 82-73, entitled "Residential recovered materials," in its entirety. Subject to approval as to form by the Law Department.

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 6

III. New Business

6. Sheriff/R. L. Conway

2020-0537 Approval to renew RP009-18, provision of inmate coinless and pay phone equipment at the Gwinnett County Detention Center on an annual contract (July 15, 2020 through July 14, 2021), with Securus Technologies, LLC, estimated revenue \$902,400.00. (Staff Recommendation: Approval)

7. Support Services/Angelia Parham

2020-0479 Award BL034-20, Government Annex and Fleet Management parking lot improvements, to low bidder, The Surface Masters, Inc., amount not to exceed \$553,154.00. Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award)

2020-0480 Award BL032-20, correctional facility kitchen floor replacement project, to low bidder, Lichty Commercial Construction, Inc., amount not to exceed \$127,312.00. Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award)

2020-0483 Award BL028-20, Court Annex building exterior repair project, to low bidder, Metro Waterproofing, Inc., amount not to exceed \$429,696.00. Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award)

2020-0490 Approval to extend BL061-17, purchase of gasoline and diesel fuel on an annual contract (August 31, 2020 through February 28, 2021), with James River Solutions, LLC, as the primary supplier, and Petroleum Traders Corporation as the secondary supplier, base bid \$11,795,414.00. (Staff Recommendation: Approval)

III. New Business

8. Transportation/Alan Chapman

2020-0465 Approval of Change Order No.1 to BL041-19 Venture at Steve Reynolds Boulevard intersection improvement project with Ohmshiv Construction, LLC increasing the contract by \$158,728.00. The contract amount adjusted from \$1,994,408.75 to \$2,153,136.75. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST programs and the Gwinnett Place Community Improvement District (CID). (Staff Recommendation: Approval)

2020-0535 Approval to renew RP004-17, transportation consultant demand professional services on an annual contract (July 1, 2020 through June 30, 2021), per the attached recommendation letter, base amount \$10,700,000.00 (negotiated cost savings of approximately \$187,000.00). This contract is funded 98% by various SPLOST programs. (Staff Recommendation: Approval)

2020-0555 Approval of Change Order No.2 to BL066-18 Pleasant Hill Road (Chattahoochee River to McClure Bridge Road) widening project with CMES, Inc. increasing the contract by \$79,089.76. The contract is adjusted from \$7,494,183.31 to \$7,573,273.07. Subject to approval as to form by the Law Department. This contract is funded by the 2014 SPLOST and the State Road and Tollway Authority. (Staff Recommendation: Approval)

2020-0562 Approval to renew OS040-15, provision of transit system operations and maintenance services on an annual contract (July 1, 2020 through June 30, 2021), with Transdev Services, Inc., base amount \$20,669,074.32. Pending grant approval, this contract is funded 61% by the Federal Transit Administration (FTA). (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 8

III. New Business

8. Transportation/Alan Chapman

2020-0592 Approval/authorization for the Chairman to execute a resolution to provide notice to the Atlanta-Region Transit Link Authority (ATL) of the County's intent to call for a transit referendum to impose the tax authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, including a list of projects chosen from the Atlanta Regional Transit Plan (ARTP) which the County intends to fund with the proceeds from the tax and identifying the proposed operator of those transit projects. (Staff Recommendation: Approval)

9. Water Resources/Tyler Richards

2020-0471 Approval to renew BL012-19, coatings restoration on an annual contract (August 7, 2020 through August 6, 2021), with A&D Painting, Inc.; All American Markets dba MOPAC; Baker Building Services, Inc.; CROM, LLC, dba CROM Coatings and Restoration; and Llamas Coatings, Inc., base bid \$1,000,000.00 (negotiated cost savings of approximately \$13,000.00). (Staff Recommendation: Approval)

2020-0548 Approval to renew OS005-17, purchase of products and services to support the Mission Communications system on an annual contract (August 2, 2020 through August 1, 2021), with Kazmier & Associates, Inc., base amount \$140,000.00. (Staff Recommendation: Approval)

2020-0567 Approval/authorization for the Chairman to execute an Encroachment Agreement with Colonial Pipeline Company for work associated with the Hopkins Creek Stanley Road Sewer Interceptor project. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2020-0568 Approval/authorization for the Chairman to execute an Encroachment Agreement with Atlanta Gas Light Company for work associated with the Parkview/Pinecrest Sewer Extension project. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, June 16, 2020 - 10:00 AM
Page 9

IV. Old Business

1. Commissioners

2020-0487 Approval to fill the term of Greg Cantrell to the Development Advisory Committee. Member serves at the Pleasure of the Board.
Chairman's Appointment (Tabled on 5/19/2020)

V. Adjournment

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200538			
Department:	Financial Services	Date Submitted:	05/21/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - MP	Public Hearing:	
Agenda Type	Award	Multiple Depts?	Yes
Item of Business:	Locked by Purchasing No		
BL040-20, preventive maintenance, repair and replacement services for uninterruptible power supplies and battery systems on an annual contract (July 1, 2020 through June 30, 2021), Departments of Fire and Emergency Services, Sheriff, Support Services and Water Resources, to low bidder, Mssn Ctrl Pwr LLC dba Mission Critical Power, base bid \$296,514.00 (this represents a 21% decrease over the previous contract).			
Attachments	Summary Sheet, Justification Letters, Bid Tabulation		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Award		
Department Head	mbwoods (5/27/2020)		
Attorney	mfwilson (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$131,514	mbwoods (5/29/2020)
Yes	Water & Sewer R&E	*	\$165,000	
Finance Comments	*The current balance in General Operating Expenses and various Capital projects are checked as items are purchased and services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$113,257 is allocated, and for FY2021, \$183,257 is subject to budget approval.			FinDir's Initials bjalexzulian (5/29/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;"> </div>
Action	 New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL040-20**Preventive Maintenance, Repair and Replacement Services for Uninterruptible Power Supplies and Battery Systems on an Annual Contract**

PURPOSE:	This contract is for the preventive maintenance, repairs, and replacements to the County's uninterruptible power supply (UPS) and battery systems.
LOCATION:	Various facilities throughout the County
AMOUNT TO BE SPENT:	\$296,514.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$134,845.53
AMOUNT SPENT PREVIOUS CONTRACT:	\$104,701.91
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	21% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	89 80 website viewings
NUMBER OF RESPONSES:	11
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	July 1, 2020 through June 30, 2021

COMMENTS: *Increase is due to addition of replacement services to the scope of the contract and additional units being added.
This is a demand usage contract; usage will vary depending on need.



MEMORANDUM

TO: Marlo Puckett, CPPB
Purchasing Associate III

THROUGH: Russell Knick *RK*
Fire Chief

FROM: Michael Williamson *MW*
Trades Tech IV

SUBJECT: Recommendation to Award BL040-20 Preventive Maintenance, Repair and Replacement Services for Uninterruptible Power Supplies and Battery Systems on Annual Contract

DATE: May 11, 2020

REQUESTED ACTION

The Department of Fire and Emergency Services is requesting to be added to the above referenced contract with **MSSN CRTL PWR LLC, dba Mission Critical Power** in the amount of \$45,000.00. This is a multi-departmental contract, and this letter represents the Department of Fire and Emergency Services portion only.

DESCRIPTION

This contract allows the above contractor to provide preventative maintenance, repair, and replacement services of uninterruptible power supplies and battery systems to fire facilities as needed to keep our facilities functioning properly.

FINANCIAL

1. Estimated amount to be spent: \$45,000.00
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Michael Williamson Contact phone: 678-518-6500

6. Proposed Funding:

May 11, 2020

Recommendation to Award BL040-20

Page 2

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	102	115100	23011001	50404225		\$20,000.00	44%
2021	102	115100	23011001	50404225		\$25,000.00	56%
Total						\$45,000.00	100%

Transfer
Required:

Yes —

No X

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Marlo Puckett, CPPB, Purchasing Associate III
Purchasing Division

FROM: Neena Smith, Business Manager
Sheriff's Office

SUBJECT: Recommendation to Award BL040-20; Preventive Maintenance, Repair and Replacement Services for Uninterruptible Power Supplies and Battery Systems on an Annual Contract

DATE: May 7, 2020

REQUESTED ACTION

The Sheriff's Office recommends the above referenced Annual Contract be awarded to Mssn Crtcl Pwr LLC d/b/a Mission Critical Power in the amount of \$40,000.00 (Sheriff only).

DESCRIPTION

Uninterruptible power supply maintenance and repair, in case of power outage at the Detention Center.

FINANCIAL

1. Estimated amount to be spent \$40,000.00
2. Projected amount to be spent previous contract period: \$52,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Glen Fountain Contact phone: 770-619-6406
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	119000	27030001	50404216		\$20,000.00	50%
2021	001	119000	27030001	50404216		\$20,000.00	50%
					TOTAL	\$40,000.00	100%

Transfer Required: Yes — No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Marlo Puckett
Purchasing Associate III

FROM: Angelia Parham, PE *AP*
Director

SUBJECT: Recommendation to Award BL040-20—Preventive Maintenance, Repair and Replacement Services for Uninterruptible Power Supplies and Battery Systems on an Annual contract

DATE: May 18, 2020

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract to, MSSN CRTCL PWR LLC d/b/a Mission Critical Power in the amount of \$11,514.00.

DESCRIPTION

This contract is for preventive maintenance services, repairs and replacement of the uninterruptible power supply and battery systems. Eleven bids were received on April 22, 2020.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$11,514.00
2. Projected amount to be spent previous contract period: \$14,247.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact Name: Zachary Churney Contact Phone: 770.822.7119
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	665		16600050	50404229		\$ 5,229.50	45%
2020	001		25170002	50404229		\$ 527.50	5%
2021	665		16600050	50404229		\$ 5,229.50	45%
2021	001		25170002	50404229		\$ 527.50	5%
Total						\$11,514.00	100%

Transfer Required: Yes No X



MEMORANDUM

TO: Marlo Puckett
Purchasing Associate III

THROUGH: Tyler Richards *TR*
Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL040-20 Preventive Maintenance and Repair Services for Uninterruptible Power Supplies and Battery Systems on an Annual Contract

DATE: May 5, 2020

REQUESTED ACTION

The Department of Water Resources (DWR) recommends award of the above referenced contract to Mssn Crtcl Pwr, LLC d/b/a Mission Critical Power with a departmental allocation in the amount of \$200,000.00.

DESCRIPTION

This is a multi-departmental service agreement for the preventive maintenance of the County's large UPS and battery systems. DWR has more than 60 UPS located throughout the plants, pump stations, tank and booster stations, and the central office that are covered by this service contract. This agreement also includes time and material rates associated with repairs of these systems.

FINANCIAL

1. Estimated Amount to be spent: \$200,000.00
2. Projected amount to be spent previous contract period: \$38,454.91
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Michael Lanfreschi (DWR) Contact phone: 678-376-6835

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	501	111008	19080007	50404225		\$2,500.00	1.25%
2020	501	111009	19090007	50404225		\$2,500.00	1.25%
2020	501	111009	19090006	50404225		\$2,500.00	1.25%
2020	501	111009	19090003	50404225		\$2,500.00	1.25%
2020	501	111004	19040004	50404225		\$2,500.00	1.25%
2020	501	111004	19040005	50404225		\$2,500.00	1.25%
2020	501	111001	19010001	50404225		\$2,500.00	1.25%
2020	504	211000		50807000	M-0763-01-1-02	\$30,000.00	15.00%
2020	504	211000		50807000	M-0742-01-1-02	\$20,000.00	10.00%
2021	501	111008	19080007	50404225		\$2,500.00	1.25%
2021	501	111009	19090007	50404225		\$2,500.00	1.25%
2021	501	111009	19090006	50404225		\$2,500.00	1.25%
2021	501	111009	19090003	50404225		\$2,500.00	1.25%
2021	501	111004	19040004	50404225		\$2,500.00	1.25%
2021	501	111004	19040005	50404225		\$2,500.00	1.25%
2021	501	111001	19010001	50404225		\$2,500.00	1.25%
2021	504	211000		50807000	M-1188-01-1-02	\$30,000.00	15.00%
2021	504	211000		50807000	M-1190-01-1-02	\$70,000.00	35.00%
2021	504	211000		50807000	M-1191-01-102	\$15,000.00	7.50%
Totals						\$200,000.00	100.00%

Transfer Required: Yes___ No X

cc: Michael Lanfreschi, Finance Division Director, DWR
Rich Hampton, Contracts Section Manager, DWR

Gwinnett County Board of Commissioners Agenda Request

GCID #		Group With GCID #:		<input checked="" type="checkbox"/> Grants <input type="checkbox"/> Public Hearing	
20200557					
Department:		Financial Services		Date Submitted: 05/27/2020	
Working Session:		06/16/2020	Business Session:	06/16/2020	Public Hearing:
Submitted By:		Purchasing - Brittany Taylor - LG		Multiple Depts? Yes	
Agenda Type		Award			
Item of Business:		Locked by Purchasing <input type="checkbox"/> No			
BL052-20, purchase of milk, milk products, and frozen snacks on an annual contract (June 16, 2020 through June 15, 2021), Departments of Community Services, Corrections, and Sheriff, to low bidder, Mayfield Dairy Farms, LLC, base bid \$248,000.00 (this represents a 4.9% decrease over the previous contract). This contract is funded 14.5% by the Atlanta Regional Commission.					
Attachments		Summary Sheet, Justification Letters, Tabulation			
Authorization:		Chairman's Signature?		No	
Staff Recommendation		Award			
Department Head		mbwoods (5/28/2020)			
Attorney		mfwilson (6/4/2020)			
Agenda Purpose Only					

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	\$49,675*	\$36,000	mbwoods (6/3/2020)
Yes	General	**	\$212,000	
Finance Comments	* Amount available in ARC Aging Grant.**The current balance in Industrial Supplies is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$106,000 is allocated and for FY2021, \$106,000 is subject to budget approval.			FinDir's Initials wwweatherford (6/3/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL052-20
Purchase of Milk, Milk Products and Frozen Snacks on an Annual Contract

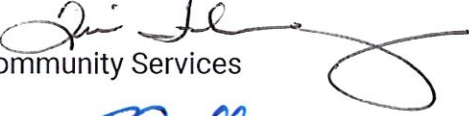
PURPOSE:	This contract is for the purchase of milk and milk products for inmates and employees at the Gwinnett County Comprehensive Correctional Complex and the Detention Center. Community Services will also use this contract to provide milk for seniors.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$248,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$310,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$248,712.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	4.9% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	186 28 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	June 16, 2020 through June 15, 2021


COMMENTS:



MEMORANDUM

TO: Lindsey Gravitt
Purchasing Associate II

THROUGH: Tina Fleming 
Director of Community Services

FROM: Rodney Fleury 
Business Officer

SUBJECT: Recommendation to Award BL052-20 Purchase of Milk, Milk Products and Frozen Snacks on an Annual Contract

DATE: May 20, 2020

REQUESTED ACTION

The Department of Community Services recommends award of the above-referenced contract to the overall low bidder, Mayfield Dairy Farms, LLC in the amount of \$36,000.00.

DESCRIPTION

This contract provides for the purchase of milk and milk products served to senior citizens at various OneStop and Senior Centers throughout Gwinnett County.

References checked? YES X NO

FINANCIAL

1. Estimated amount to be spent: \$36,000.00
2. Projected amount to be spent previous contract period: \$31,500.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: KATHY GIBSON Contact phone: 770.822.8947

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	200G			50701103	G-0257-000001-0015	\$5,000.00	14%
2021	200G			50701103	G-0324-000001-0010	\$31,000.00	86%
Total						\$36,000.00	100%

Transfer Required: Yes ☐ No ☒

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



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Warden Darrell Johnson

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	114001	22010001	50701103		\$16,000.00	50%
2021	001	114001	22010001	50701103		\$16,000.00	50%
					Total	\$32,000.00	100%

Transfer
Required: Yes ☐ No ☒

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Lindsey Gravitt, Purchasing Associate II
Purchasing Division

FROM: Neena Smith, Business Manager
Sheriff's Office

SUBJECT: Recommendation to Award BL052-20
Purchase of Milk, Milk Products and Frozen Snacks on an Annual Contract

DATE: May 19, 2020

REQUESTED ACTION

The Sheriff's Office recommends that award for the above referenced Annual Contract go to Mayfield Dairy Farms, LLC in the amount of \$180,000.00.

DESCRIPTION

Milk products used in preparing meals for inmates and staff.

FINANCIAL

1. Estimated amount to be spent: \$180,000.00
2. Amount spent previous contract period: \$186,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Carl Beresford Contact phone: 770-619-6417
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	119000	27030001	50701303		\$90,000.00	50%
2021	001	119000	27030001	50701303		\$90,000.00	50%
						\$180,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200572			
Department:	Financial Services	Date Submitted:	06/02/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - HC	Public Hearing:	
Agenda Type	Award	Multiple Depts?	Yes
Item of Business:	Locked by Purchasing No		
BL045-20, purchase of groceries on an annual contract (June 21, 2020 through June 20, 2021), Departments of Community Services, Corrections, and Sheriff, to low responsive bidders, Good Source Solutions; National Food Group; Performance Food Service; S&S Institutional Foods dba Samples Foods; Southeastern Paper Group; Sutherland's Foodservice, Inc.; and US Foods, Inc., per attached bid tabulation, base bid \$1,720,000.00. This contract is funded 12% by the Atlanta Regional Commission.			
Attachments	Summary Sheet, Justification Letters, Tabulation		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Award		
Department Head	mbwoods (6/5/2020)		
Attorney	mfwilson (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	\$323,345*	\$100,000	mbwoods (6/8/2020)
No	Grants	**	\$100,000	
Yes	General	***	\$1,520,000	
Finance Comments	*Available balance in FY2019 ARC Aging grant. Professional Services is checked as services are provided. **Grant budget to be established upon BOC approval of FY2020 ARC award (GCID 2020-TBD). ***The current balance in Industrial Supplies is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$760,000 is			FinDir's Initials bjalexzulian (6/8/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;">Vote</div>
Action		
Tabled		
Motion		
2nd by		

SUMMARY – BL045-20
Purchase of Groceries on an Annual Contract

PURPOSE:	This contract provides meals for employees, detainees and senior citizens.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$1,720,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,525,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$1,654,531.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3% Increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	516 81 Website Viewings
NUMBER OF RESPONSES:	8
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	June 21, 2020 through June 20, 2021

COMMENTS: The following line items were rejected and will be purchased off contract on an as-needed basis: A58, A61, E10, E11, F55, F134, G37, G42, G58, G70, and G82.



MEMORANDUM

TO: Holly Cafferata
Purchasing Manager

THROUGH: Tina Fleming 
Director of Community Services

FROM: Rodney Fleury 
Business Officer

SUBJECT: Recommendation to Award BL045-20 Purchase of Groceries on an Annual Contract

DATE: June 3, 2020

REQUESTED ACTION

The Department of Community Services recommends award of the above-referenced contract to Good Source Solutions, National Food Group, Performance Food Service, S&S Institutional Foods d/b/a Sample Foods, Southeastern Paper Group, Sutherland's Foodservice, Inc., and US Foods, Inc. per the attached bid tabulation in the amount of \$250,000.00.

DESCRIPTION

This contract provides for the purchase of groceries to be used at various senior centers throughout Gwinnett County.

References checked? Yes X No

FINANCIAL

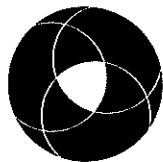
1. Estimated amount to be spent: \$250,000.00
2. Projected amount to be spent previous contract period: \$239,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Kathy Gibson Contact phone: 770.822.8947

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	116007	24130002	50701303		\$25,000	10%
2021	001	116007	24130002	50701303		\$25,000	10%
AR19	200G			50701303	G-0356-000001-0009	\$50,000	20%
AR19	200G			50701303	G-0356-000001-0010	\$50,000	20%
AR20	200G			50701303	TBD HDM	\$50,000	20%
AR20	200G			50701303	TBD Cong	\$50,000	20%
Total						\$250,000.00	100%


Transfer Required: Yes _____ No ☒


If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Holly Cafferata, CPPO, CPPB
Purchasing Manager

THROUGH: Darrell Johnson, Warden 
Department of Corrections

FROM: Darlesa Barron, Business Manager 
Department of Corrections

SUBJECT: Recommendation to Award of BL045-20
Purchase of Groceries on an Annual Contract

DATE: June 4, 2020

REQUESTED ACTION

The Department of Corrections recommends award of the above referenced contract to Good Source Solutions, National Food Group, Performance Food Service, S&S Institutional Foods dba Samples Foods, Southeastern Paper Group, Sutherland's Foodservice, Inc., and US Foods, Inc., in the amount of \$325,000.00.

DESCRIPTION

This contract is for the purchase of groceries for offenders housed at the Comprehensive Correctional Complex. Meals are also provided to staff and correctional officers restricted to the building while on duty.

FINANCIAL

- Estimated amount to be spent \$325,000.00
- Projected amount to be spent previous contract period: \$315,531.00
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Darlesa Barron Contact phone: 678-407-6050
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	114001	22010001	50701103		\$162,500.00	50%
2021	001	114001	22010001	50701103		\$162,500.00	50%
					Total	\$325,000.00	100%

Transfer
Required: Yes ☐ No ☒

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Holly Cafferata, CPPO, CPPB
Purchasing Manager

FROM: Neena Smith, Business Manager
Sheriff's Office

SUBJECT: Recommendation to Award BL045-20; Purchase of Groceries on an Annual Contract

DATE: June 1, 2020

REQUESTED ACTION

The Sheriff's Office recommends award of the above referenced annual contract, to the following low responsive vendors: Good Source Solutions, National Food Group, Performance Food Service, S&S Institutional Foods dba Samples Foods, Southeastern Paper Group, Sutherland's Foodservice, Inc., and US Foods, Inc. per the attached bid tabulation.

DESCRIPTION

Assorted grocery items used in preparing daily meals for inmates and staff.

FINANCIAL

1. Estimated amount to be spent: \$1,145,000.00
2. Projected amount to be spent previous contract period: \$1,100,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Carl Beresford Contact phone: 770-619-6417
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	119000	27030001	50701303		\$572,500.00	50%
2021	001	119000	27030001	50701303		\$572,500.00	50%
					TOTAL:	\$1,145,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200558	20190381		
Department:	Financial Services		Date Submitted: 05/27/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - LG		Multiple Depts? Yes
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No
to renew BL024-18, purchase of public safety uniforms on an annual contract (June 26, 2020 through June 25, 2021), Departments of Corrections, Fire and Emergency Services, Police Services, and Sheriff, with Dana Safety Supply, Inc.; Designlab, Inc.; Galls, LLC; Stirling Promotions, Inc.; and The Target Group, Inc., base bid \$403,000.00 (negotiated cost savings of approximately \$1,600.00).			
Attachments	Summary Sheet, Justification Letters		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	mbwoods (5/29/2020)		
Attorney	mfwilson (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$65,000	mbwoods (6/3/2020)
Yes	Fire & EMS	*	\$270,000	
Yes	Police Services	*	\$68,000	
Finance Comments	*The current balance in Supplies Uniform Purchases is checked as items are purchased. The requested allocation is an estimated based on the recommended base bid. For FY2020, \$201,500 is allocated and for FY2021, \$201,500 is subject to budget approval.			FinDir's Initials wwweatherford (6/3/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

SUMMARY – BL024-18
Purchase of Public Safety Uniforms on an Annual Contract

PURPOSE:	To provide uniforms for all Gwinnett County public safety departments, including Police, Corrections, Sheriff and Fire.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$403,000.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$510,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$382,287.32
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	A market analysis reveals that there has been a slight increase in the cost of uniforms due to an increase in manufacturing, labor, and freight costs.
CONTRACT TERM:	June 26, 2020 through June 25, 2021

COMMENTS: *Through successful negotiations, a cost savings of approximately \$1,600.00 was achieved without any reduction in the scope of this contract.

Line item numbers A15, A20 and A21 will not be renewed due to the fact that the awarded vendor is no longer in business. These items will be purchased off contract on an as-needed basis.



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Warden Darrell Johnson

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	114001	22010001	50701198		\$12,500.00	50%
2021	001	114001	22010001	50701198		\$12,500.00	50%
					Total	\$25,000.00	100%

Transfer Required: Yes No x

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Lindsey Gravitt
Purchasing Associate II

THROUGH: Russell Knick
Fire Chief *OK*

FROM: Yvonne Shannon
Section Manager *JS*

SUBJECT: Recommendation to Renew BL024-18
Purchase of Public Safety Uniforms on Annual Contract

DATE: January 31, 2020

REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above referenced contract with Design Lab, Inc., Galls, LLC, Stirling Promotions Inc., and The Target Group, Inc. in the amount of \$270,000.00. This is the second of four renewal options.

DESCRIPTION

Suppliers to provide Public Safety Uniforms as required during the contract period with the department. This is a multi-departmental contract and this recommendation is only for the Department of Fire and Emergency Services portion.

FINANCIAL

1. Estimated amount to be spent: \$270,000.00
2. Projected amount to be spent previous contract period: \$254,070.32
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Yvonne Shannon Contact phone: 678-518-4874

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	102	115100	23011001	50701198		\$135,000.00	50%
2021	102	115100	23011001	50701198		\$135,000.00	50%
Total						\$270,000.00	100%

Transfer Required: Yes — No X

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount




WINNETT COUNTY
POLICE DEPARTMENT


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MEMORANDUM

TO: Lindsey Gravitt, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: T. S. Doran, Chief of Police 
Department of Police Services

FROM: Joyce Martin, Business Manager 
Department of Police Services

SUBJECT: Recommendation to Renew
BL024-18 Purchase of Public Safety Uniforms on an Annual Contract

DATE: January 17, 2020

REQUESTED ACTION

The Department of Police Services recommends renewal of the above referenced contract to multiple awarded vendors in the amount of \$68,000.00.

DESCRIPTION

Public Safety uniforms for the Department of Police Services

FINANCIAL

1. Estimated amount to be spent: \$68,000.00
2. Projected amount to be spent previous contract period \$ 65,602.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Enrique Menchaca Contact phone: 770-513-5068
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	106	113100	21200001	50701198		\$34,000.00	50%
2021	106	113100	21200001	50701198		\$34,000.00	50%
Total						\$68,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Lindsey Gravitt
Purchasing Division, DOFS

FROM: Neena Smith, Business Manager
Sheriff's Office

SUBJECT: Recommendation to renew BL024-18
Purchase of Public Safety Uniforms on an Annual Contract

DATE: January 29, 2020

REQUESTED ACTION

The Sheriff's Office recommends the renewal of the above mentioned contract to multiple awarded vendors in the amount of \$40,000.00.

DESCRIPTION

Uniforms for sworn and civilian staff members.

FINANCIAL

1. Estimated amount to be spent: \$40,000.00
2. Amount spent previous contract period: \$40,115.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Deputy Tina Higgins Contact phone: 770-619-6403
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	119000	27010001	50701198		\$20,000.00	50%
2021	001	119000	27010001	50701198		\$20,000.00	50%
TOTAL:						\$40,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200544			
Department:	Community Services		Date Submitted: 05/26/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - HC		Public Hearing:
Agenda Type	Award		Multiple Depts? No
Item of Business:	Locked by Purchasing		No
BL037-20, George Pierce Park improvements, to low bidder, Tri Scapes, Inc., amount not to exceed \$2,554,084.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST Programs.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairman's Signature? <input type="text" value="Yes"/>		
Staff Recommendation	Award		
Department Head	tdfleming (5/26/2020)		
Attorney	tlettsome (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	\$1,696,830*	\$1,227,805	mbwoods (6/3/2020)
Yes	2014 SPLOST	\$1,326,280**	\$1,326,279	
Finance Comments	* Amount available within the Greenways Development project. ** Amount available in various projects within program. Upon approval, adjust appropriations to transfer budget savings to George Pierce Park Renovation and Improvement project.			FinDir's Initials wweatherford (6/3/2020)

☒ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text" value="New Item"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL037-20

George Pierce Park Improvements


PURPOSE:	This contract provides for improvements to George Pierce Park including restroom, playground, paved trails, ADA walkways, storm water and sanitary sewer, utilities, portable water, electrical supply to the restroom, site retaining walls, boardwalks, a bridge over the stream, stairs, fencing, landscaping, railing, wood retaining walls, concrete walks and stairs, repairs to the existing parking lot and picnic pavilion and woodland trail loop connected to the paved trail system and extending up a wooded stream valley, and repairs to the existing picnic pavilion (roof, fascia, etc.).
LOCATION:	George Pierce Park 55 Buford Highway Suwanee GA, 30024
AMOUNT TO BE SPENT:	\$2,554,084.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	2,180 48 plan holders 306 website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 12
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	365 calendar days after issuance of Notice to Proceed


COMMENTS:



MEMORANDUM

TO: Kaley Ivins
Purchasing Associate III

THROUGH: Tina Fleming 
Director of Community Services

FROM: Rodney Fleury 
Business Officer

SUBJECT: Recommendation to Award BL037-20 George Pierce Park Improvements Project.

DATE: May 21, 2020

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced procurement to the low responsive bidder, Tri Scapes, Inc., in the amount of \$2,554,084.00

DESCRIPTION

This contract provides for improvements to George Pierce Park including restroom, playground, paved trails, ADA walkways, storm water and sanitary sewer, utilities, portable water, electrical supply to the restroom, site retaining walls, boardwalks, a bridge over the stream, stairs, fencing, landscaping, railing, wood retaining walls, concrete walks and stairs, repairs to the existing parking lot and picnic pavilion and site furniture. The two add alternates included construction of a paved and wheelchair accessible woodland trail loop connected to the base bid paved trail system and extending up a wooded stream valley, and repairs to the existing picnic pavilion (roof, fascia, etc.).

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$2,554,084.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Melissa Bramlett Contact phone: 770.822.8854

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	318	216000		50807000	F-0487-24-3-03	\$1,227,804.74	48.1%
2020	319	216000		50807000	F-0929-01-3-03	\$1,326,279.26	51.9%
Total						\$2,554,084.00	100%

Transfer Required: Yes X No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2020	319	216000			F-0928-01-1-02	\$49,616.10
2020	319	216000			F-0930-02-3-03	\$61,792.26
2020	319	216000			F-0931-04-5-05	\$81,649.30

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200581			
Department:	Community Services		Date Submitted: 06/08/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	kloblein		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
<p>to accept a grant awarded by the Atlanta Regional Commission in the amount of \$1,860,611.85. The funds will be used for the provision of services to seniors in Gwinnett County for the period of July 1, 2020 through June 30, 2021. Approval/authorization for the Chairman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is funded through federal and state funds, with a required local match of \$125,711.40, for a total contract amount of \$1,986,323.25.</p>			
Attachments	Justification Letter; Contract; Action List		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	tdfleming (6/9/2020)		
Attorney	tlettsome (6/11/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$1,860,612	mbwoods (6/11/2020)
Yes	General	**	\$125,711	
Finance Comments	*Grant budget will be established upon approval of award with the Atlanta Regional Commission. ** For FY2020, \$62,856 is allocated in Trans-Grant, and for FY2021, \$62,855 is subject to budget approval.			FinDir's Initials
				bjaalexzulan (6/11/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



TO: Chairman
District Commissioners

THROUGH: Tina Fleming, Department Director
Department of Community Services

Tina Fleming

Blake Hawkins, Deputy Department Director
Department of Community Services

Blake Hawkins

FROM: Regina Miller, Division Director
Division of Health and Human Services

Regina R. Miller

DATE: June 5, 2020

RE: ARC Aging Agreement Agenda Action
July 1, 2020 through June 30, 2021

ITEM OF BUSINESS

Approval/authorization to accept a grant awarded by the Atlanta Regional Commission in the amount of \$1,860,611.85. The funds will be used for the provision of services to seniors in Gwinnett County for the period of July 1, 2020 through June 30, 2021. Approval/authorization for the Chairman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is funded through federal and state funds, with a required local match of \$125,711.40, for a total contract amount of \$1,986,323.25.

BACKGROUND AND DISCUSSION

Grant funds obtained through this contract will render certain senior services and programs, which is to be financed by this grant from the U.S. Government through the Georgia Department of Human Services (GDHS) and administered through the Atlanta Regional Commission Aging Services. This grant will serve the Gwinnett County Senior Services areas of Case Management, Congregate meals, Home Delivered meals, In Home Services- Homemaker, In-Home Services- Personal Care, In Home Services- Respite Care, Senior Recreation, and Transportation.

**ACTION REQUESTED – ATLANTA REGIONAL COMMISSION
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
[June 16, 2020 (GCID 2020-0581)]**

1. Acceptance of grant awards from the **Atlanta Regional Commission**; authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to sign all necessary grant documents, and related forms designating persons authorized to request disbursement of grant funds from **Atlanta Regional Commission** to Gwinnett County.
2. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to sign all necessary grant documents with **Atlanta Regional Commission**, municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **Atlanta Regional Commission** subject to approval as to form by the Law Department.
3. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to accept any amendments to the initial award, including closure of award after receipt of final payment, as assigned by **Atlanta Regional Commission** and to designate County staff to adjust appropriations and revenue budgets as necessary.
4. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to approve and submit financial reports.
5. Authorization for Chairman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.
6. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services to serve as the “Official Representative” of Gwinnett County with the **Atlanta Regional Commission**.

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of July, 2020, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and GWINNETT COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Subgrantee").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Services (GDHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the Subgrantee desires to render such services in connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this contract, nor act of Subgrantee or act of ARC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A", Scopes of Services and Service Detail, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties), as further specified in Attachment A hereto.
4. Time of Performance. The effective date of this contract is July 1, 2020. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before June 30, 2021. Due dates in this contract are based on calendar days. If any due date falls on Saturday, Sunday or ARC holiday, then the due date shall be the next ARC business day. This agreement shall be bound by the term dictated in the Notice of Funding Availability.
5. Compensation. The total cost of the work as defined in Attachment A is \$ 1,986,323.25. ARC shall reimburse an amount not to exceed \$ 1,860,611.85 for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by the Subgrantee as mandatory matching funds under the requirements of this agreement.
6. Method of Payment. Unless otherwise specified in Attachment B, which is attached hereto and made a part hereof, the following method of payment shall be used:
 - a. Progress Payments. Unless otherwise approved by ARC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
 - i. On or before the **eighth day** following each month for which payment is requested, the Subgrantee shall submit to ARC, in a form acceptable to ARC, a request documenting the services provided according to Attachment A and allowable costs, as specified in Attachment B, incurred for that month.
 - ii. Upon the basis of ARC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts

hereinbelow, and its audit and review and approval of (1) the monthly program performance report and (2) the payment request, as specified hereinabove, ARC will make payment to the Subgrantee not more than once a month.

- iii. ARC may, at its discretion, disallow or delay payment of all or part of a request if ARC determines that the Subgrantee is not in compliance to ARC's satisfaction with any of the terms of this agreement. Unless the complete monthly program performance report and payment request are received by ARC on or before the eighth day of the month, payment may be withheld until a later payment cycle.

b. Final Payment.

- i. Subgrantee's closeout reports are to be received by ARC within **fifteen days** of contract termination. ARC may, at its discretion, disallow payment of all or part of an incomplete report or a report received after this deadline.
- ii. Upon receipt by ARC of the Subgrantee's closeout report and all other required documentation, ARC will review such documents and make comparisons among the costs authorized in Attachment B and the cumulative value of all payments. Based on such comparisons and upon its determination of compliance with applicable GDHS unit cost requirements and that all other requirements hereunder have been completed, ARC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments or request from the Subgrantee refund of any overpayment. The Subgrantee shall refund to ARC any such overpayment within thirty calendar days of notification by ARC.

Payments by ARC are on a net 30 day basis, subject to availability of appropriate funding.

- 7. Formal Communication. Formal communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act in his or her behalf regarding this contract. Any restrictions to such designation must be clearly defined in the written designation.
- 8. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates the Director of the Center for Community Services, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments, disputes and appeals, or terminations regarding this contract.
- 9. Reports. The Subgrantee shall furnish ARC with monthly program performance reports, in such form as may be specified by ARC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to ARC within eight days after the end of the report period.
- 10. Review and Coordination. To ensure adequate assessment of the Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC or the funding agencies to review such work and services. Reasonable notice of such review meetings shall be given to the Subgrantee.
- 11. Inspections. Authorized representatives of ARC and the funding agencies may at all reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports, studies, records, and computations prepared by or for the Subgrantee shall be made available to authorized representatives of ARC, the funding agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in the Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work. The Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate, and by GDHS's required five-year record retention from submission of final expenditure reports. If any litigation, claim or audit is

started before the expiration of the five-year period, records shall be retained until such litigation, claim or audit is resolved. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this program.

12. Liability. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this contract and cause a claim, demand, suit or other action to be brought by any person, firm, or corporation.

All other Subgrantees agree to indemnify and hold harmless ARC against any and all liability, loss, damages, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee or its employees or of any subcontractor of the Subgrantee.

If this contract includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by the Subgrantee. Subgrantee acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of the Subgrantee.

13. Denial or Termination of Services to Clients. The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by the subgrantee's governing body and posted prominently at every service delivery site.
14. Rights in Documents, Materials and Data Produced. The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of ARC upon termination or completion of the work. ARC and the funding agencies shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its subcontractors. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
15. Publication and Publicity. Articles, papers, bulletins, presentations, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within 30 calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.
16. Identification of Documents. All reports, surveys, and other documents completed under this contract shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under Contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the U.S. Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
17. Financial Management System. The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate. In addition, the Subgrantee agrees to maintain accurate financial

records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to funding agencies.

18. Rate of Employee Compensation. The rate of compensation for work performed under this contract by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve-months, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this contract, without the express prior written approval of ARC.
20. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, subcontractor or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
21. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the program, have an interest, direct or indirect, in this contract or the proceeds arising therefrom.
22. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefits to arise herefrom.
23. Subcontracts. Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:
 - a. The Subgrantee requests and approval from ARC before subcontracting the work or services other than those submitted with this agreement.
 - b. The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 2 CFR § 200 or adequate justification for sole source selection is provided.
 - c. Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) contract between ARC and the Subgrantee.
 - d. A copy of all fourth party contracts shall submitted for review by ARC, or its representatives.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner, as determined by ARC, may at ARC's discretion, result in disallowance or delay in payment under the Paragraph titled Method of Payment or in termination pursuant to the Paragraph titled Termination for Cause.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this contract. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of ARC only by ARC's Executive Director and Chair, as set forth in ARC's Bylaws.

26. Project Administration.

- a. The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to ARC's satisfaction.
- b. The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- c. The Subgrantee agrees that the Subgrantee executor and all persons who administer the funds associated with this contract on behalf of the Subgrantee will be bonded or insured in an amount equal to at least ten percent of the total amount specified in Attachment B of the contract or \$25,000, whichever is less. The Subgrantee shall transmit written documentation of such bonding or insurance to ARC, in form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds or insurance that expire before the completion date of this contract, proof of renewal of such bond or insurance shall be provided to ARC, within 20 days after renewal.
- d. The Subgrantee agrees to administer the program in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- e. The Subgrantee shall at all times maintain during the term of this agreement policies of insurance covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents and volunteers.

27. General

- a. The Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). The appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. The Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.
- b. The Subgrantee agrees that services under this contract will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, the Subgrantee agrees, that its performance hereunder will:

- i. help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged 60 and over assessed as appropriate, by providing supportive services;
 - ii. target services to adults aged 60 and over in greatest economic and social need as determined by screening or assessment.
- c. The Subgrantee agrees that any facility used for delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

28. Standards for Service Performance.

- a. The Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the Georgia Department of Human Services, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.
- b. The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in the Paragraph titled Amendments, hereinbelow.
- c. The Subgrantee acknowledges that ARC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.
- d. The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
- e. The Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.
- f. Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A hereof, and shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
- g. The following special provisions shall apply to nutrition services:
 - i. The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. The sites approved in this contract are specified in "Site Location List" in Attachment A.
 - ii. The Subgrantee shall not initiate the delivery of nutrition services under this contract at a site not approved by ARC.
 - iii. The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - iv. Supportive services include: (a) access services such as outreach, transportation, information/assistance and case management; (b) leisure activities; (c) nutrition education; (d) nutrition screening; (e) nutrition counseling; (f) shopping assistance; (g) health screening; and (h) group counseling. The terms and standards for these supportive services are stated in the attached Scope of Services, and thereby incorporated into this contract.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 23 CFR 450, “FHA Planning Assistance and Standards,” 49 CFR 23, “Participation of Disadvantaged Business Enterprise in Airport Concessions,” or 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 48 CFR 31, “Contract Cost Principles and Procedures,” Executive Order 12372, “Intergovernmental review of Federal programs,” U.S. Office of Management and Budget Circular Nos. A 21, “Cost Principles for Educational Institutions,” and A 133, “Audits of States, Local Governments and Non-Profit Organizations,” or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

For all subgrants, it:

- a. possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.
- b. will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. The Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- c. shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).
- d. Shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the funding agencies may require.

- e. Agrees to comply with such rules, regulations or guidelines as ARC or the funding agencies may issue to implement the requirements of this paragraph.
- f. will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- g. Will comply with the applicable provisions of the Hatch Act which limits political activity of employees.
- h. Will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- i. will cooperate with ARC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- j. Understands that the phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- k. will insure, for subgrant contracts not involving Federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the funding agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- l. will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- m. Agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate Division or Office of GDHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- n. Agrees to abide by all State and Federal laws, rules and regulations and GDHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without written consent of the individual employee, client or responsible guardian.
- o. Agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

- p. Agrees to comply with the requirements of a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
- q. Agrees to comply with the requirements set forth in Attachment "C" regarding the privacy of participant health information as set forth in 45 CFR § 164.501.
- r. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

For subgrant contracts involving either full or partial Federal financial assistance for construction program(s):

- a. Will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
- b. will have sufficient funds available to meet the non-federal share of the cost for construction programs and that it will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- c. will obtain ARC's written approval of the final working drawings and specifications before the program is advertised or placed on the market for bidding; that it will construct the facility, or cause it to be constructed, to final completion in accordance with the application and ARC approved plans and specifications; that it will submit to ARC for prior written approval changes that alter the costs of the program, use of space, or functional layout; and that it will not enter into a construction contract(s) for the program without such prior written approval.
- d. Will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as ARC may require.
- e. Will operate and maintain the facility in accordance with, at least, the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
- f. will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans With Disabilities Act, as appropriate. The Subgrantee will be responsible for conducting inspections to ensure compliance by the contractor with these specifications.
- g. will cause work on the program to be commenced within a reasonable time after receipt of written notification from ARC that funds have been approved, and the program to be prosecuted to completion with reasonable diligence, but no later than the expiration date of this contract, unless an earlier completion date is specified in Attachment "A" of this contract.
- h. Will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds.

30. Property Management Standards. The Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this contract. The Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over \$1,000 per unit and acquired in whole or in part under this contract will be governed by the Property Management Standards, but that ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the funding agencies.

31. Federal Prohibitions and Requirements Related to Lobbying: Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), the Subgrantee agrees that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."
- c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- d. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (B) or (C) of this paragraph. Events that materially affect the accuracy of the information reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- e. Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- f. Imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require the prohibitions and requirements of this paragraph be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

32. Debarment or Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for such transactions.
33. Compliance with Requirements of the Georgia Department of Human Services (GDHS). The Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which is on file in the offices of ARC and is hereby made a part of this contract as fully as if the same were attached hereto. Subgrantee further agrees to adhere to each provision of said grant contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices. Further, this includes compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011. If any of the terms and conditions of this agreement conflict

with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant which shall be controlling unless prior written consent to the contrary is received from ARC.

34. License Requirements. The Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this contract. The Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. The Subgrantee agrees to notify ARC in writing within one business day of the loss or sanction of any license, certification, or accreditation required by this contract or by state or federal laws. The Subgrantee agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this contract or state or federal laws, that this contract may be terminated in whole or in part.
35. Criminal Records Investigation: The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Sub grantee must utilize one of the following methods to comply with this requirement:
- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website; or
 - b. Subgrantee will contact the Georgia Department of Human Services (DHS) or one of the local county Department of Family and Children Services (DFCS) offices listed below and schedule a Live Scan appointment:

DHR 2 Peachtree Street, NW, Atlanta	404-463-0100 or 404-657-5723
Gwinnett County DFCS	678-518-5651
Henry County DFCS	770-954-2337

Pursuant to O.C.G.A. 49-2-14, GDHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within DHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this contract.

Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by GDHS or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by GDHS.

36. Other Requirements. In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all Local, State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate.

Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to the Georgia Illegal Immigration Reform and Enforcement Act of 2011. Subgrantee will ensure that only persons who are citizens or nationals in the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

Subgrantee shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled Assurances hereinabove or by ARC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC,

the Subgrantee shall reimburse ARC in full for any payment made by ARC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
38. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
39. Termination for Mutual Convenience. ARC or the Subgrantee may initiate termination of this contract in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written contract amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In negotiating the termination conditions, a primary goal shall be to cause minimal disruption to the delivery of services provided hereunder. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall allow credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
40. Termination for ARC's Convenience. ARC may terminate this contract at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B".
41. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving at least five days written notice to the Subgrantee of such termination and specifying the effective date thereof. In such event, all information and materials produced under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B". Notwithstanding the foregoing, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by the Subgrantee's breach. ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until the exact amount of such damages is determined.
42. Force Majeure. Each party will be excused from performance under this agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this agreement nor basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work performed by any subcontractor.
43. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

44. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Cognizant Department Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee.

The Subgrantee agrees that the decision of ARC's Cognizant Department Director shall be final and conclusive unless, within ten days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty days after receipt of the appeal request. Both the Subgrantee and ARC's Cognizant Department Director shall have the right to present witnesses and give evidence concerning the question of fact at such hearing. Within twenty days after the hearing, the Executive Director shall make his decision concerning the question of fact in writing to the Subgrantee and to ARC's Cognizant Department Director.

Pending final decision of an appeal to the Executive Director, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Cognizant Department Director.

The Subgrantee agrees that the decision of the Executive Director concerning the question shall be final and conclusive unless determined by the funding agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

The Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by the Subgrantee. Written notice of such procedures shall be provided by the Subgrantee to each of its subcontractors.

45. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia and all questions of interpretations and construction shall be construed by the laws of such State.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this contract as of the day first above written.

GWINNETT COUNTY BOARD OF COMMISSIONERS

ATTEST

By: _____

Title:

ATLANTA REGIONAL COMMISSION
229 Peachtree Street, NE
Suite 100
Atlanta, Georgia 30303

ATTEST:

ARC Assistant Secretary

By: _____
Executive Director

BY: _____
Chair

ATLANTA REGIONAL COMMISSION AREA ON AGING SUBGRANT CONTRACT ATTACHMENT A - SCOPE OF SERVICES

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached SFY 2021 Atlanta Regional Commission Distribution of Resources, including the number of units and persons to be served, in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

As a service provider under this contract, the sub-grantee shall:

1. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS/ DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.
2. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
3. Services provided by subgrantee and funded by ARC, must enter all match dollars and units provided in the data management system as designated by ARC.
4. Demonstrate and document efforts in the generation of program income to augment its budget for services; and provide documentation upon request of expenditures related to other funds identified as leveraged funds in uniform cost methodology document and/or in written proposal.
5. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures and the DHS Uniform Cost Methodology and format. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
6. Notify ARC promptly of any deviations from the approved SFY 2021 Atlanta Regional Commission Distribution of Resources, incorporated herein by reference, to include, but not limited to units of service, funding allocations, program structure, and service delivery sites. Such notification must be requested in writing to make any changes in the SFY 2021 Atlanta Regional Commission Distribution of Resources and await ARC approval.
7. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
8. Ensure that recipients of services funded by ARC utilizing the DHS/DAS grant (including Older Americans Act, Title III, SSBG, CBS or Income Tax Check-off fund sources) are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments/reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.
9. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS/DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
10. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.

11. Comply with all Health Information Privacy and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.
12. Maintain waiting lists for the following services: transportation, senior center enrollment and congregate meals in the data management system as designated by ARC. Screening of clients for services must comply with DHS/DAS policy. ARC will maintain waiting lists for the following services: home delivered meals, homemaker, personal care, caregiver, kinship care and case management.
13. Create invoices as designated by ARC consistent with the SFY 2021 Atlanta Regional Commission Distribution of Resources incorporated herein by reference, to include, but not limited to units of service performed, funding source expended, and any other documentation required by ARC for reimbursement.

Sub-grantee shall perform the specific work and services in this contract in a satisfactory manner as determined by the Director of the Area Agency on Aging.

CASE MANAGEMENT

Description: Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregiver. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children. Case Management can also be referred to as Care Coordination or Care Management. A unit of Service is equal to .25 hour.

Service Delivery:

Case management includes the following activities that may be included in reimbursement for services:

- Assessment
- Periodic Reassessment
- Service Plan Development and Coordination
- Follow up by telephone, email, or in person with clients and caregivers, when appropriate and necessary, in accordance with program and service requirements;
- Coordination with other programs and advocacy on behalf of consumers who require assistance in accessing other systems of care; and
- Documentation, data collection, data entry, and programmatic reporting.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

CAREGIVER

Description: A caregiver is an adult family member, or another individual, who provides in-home and community care for: an older individual; an individual with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction; or a person with a physical or intellectual disability. Caregiver services must be targeted toward family and other informal caregivers of older adults and persons with disabilities. The caregiver must be identified as the client. The goals of caregiver services include:

1. Maintaining the greatest possible amount of independence and dignity for each person in the care partnership;
2. Identifying and enhancing the knowledge and skills of caregivers through community and public education;
3. Empowering individuals in the care partnership so that the caregiver may most effectively help the care receiver to remain in the safest and most appropriate environment, according to their preference;
4. Ensuring that the right services are provided at the appropriate levels, for the right duration, to the satisfaction of the care partners, and at the preferred times to the extent possible;
5. Increasing access for caregivers to community-based services by helping them navigate the service system, and by providing information and support necessary for caregivers to access services; and

6. Building and strengthening community supports for family care partnerships

Service Delivery:

Respite care – Trained caregivers provide care for individuals, either at home or at adult day care facilities, so that caregivers can rest or attend to their own needs. Respite care includes personal care, homemaker and in-home or out of home respite. Any in home respite providers must be a licensed home care provider and an adult day care center must be licensed by the state of Georgia.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

CONGREGATE MEALS

Description: The congregate nutrition program promotes better physical and mental health for older adults through the provision of nutritious meals, wellness activity and nutrition education in a group setting at a nutrition site, senior center or multipurpose senior center. The service activities are meant to enhance the core services and allow individuals to remain independent in the community. One meal is a unit of service and includes one hour of planned activity.

Service Delivery: Except for designated “Satellites”, “Collaboratives”, or “Center without Walls” sites, each center providing congregate meals must:

- Serve a minimum of 20 meals per day per center, and 30 people per day, based on the average number of meals served per day during any given month, considering all meals and activities served through all fund sources.
- Serve meals at least once per day, five days a week, for a minimum of 250 serving days per year. Up to ten holidays may be scheduled per year, provided management makes provision for meals needed by participants during the holiday closing.
- Be open to participants for a minimum of 4 hours per day. Management must provide adequate coverage by paid staff to assure that a responsible person is present in the center at all times that participants are present.
- The following services and activities will be included as part of the congregate nutrition services program:
 - Nutrition Assessment: An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measurable goals.

- Nutrition Counseling: The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking health, cultural, socioeconomic, functional and psychological factors into consideration.
- Nutrition Education: The provision of information about foods, nutrients, diets, lifestyle factors, community nutrition resources, and services to people to improve their nutritional status. Sessions shall be provided at least once monthly. Each provider shall develop written nutrition education programming including a calendar, documentation of subject matter, presenters and materials to be used in accordance with Georgia Division of Aging Services standards.
- Nutrition Screening: The process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.
- Therapeutic Diet: A diet ordered by a physician as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.

The Sub-grantee shall use volunteers (as needed); support site councils with elected officers and written bylaws at each site; identify clients in need of physician-prescribed, modified meals; assess meal clients, including initial administration and subsequent updating of the Nutrition Screening Instrument and Food Security Survey; and comply with DHS Standards for Nutrition Service Program Guidelines and Requirements, the GA DHS/DAS HCBS Manual and other applicable regulations, including United States Department of Agriculture/Nutrition Services Incentive program(USDA/NSIP)regulations.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

HOME DELIVERED MEALS

Description: The home delivered meal program promotes better health for older adults and eligible members of their households through the provision of nutritious meals; nutrition screening, education and counseling; and opportunities for social contract. One meal is a unit of service.

Service Delivery: Individual meal service and frequency shall be based on the determined needs of each individual. This service is provided in conjunction with the following:

- Nutrition Assessment: An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.
- Nutrition Counseling: The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking health, cultural, socioeconomic, functional and psychological factors into consideration. Nutrition counseling may include: advice to increase, decrease, or eliminate nutrients in the diet, to change the timing, size or composition of meals, to modify food textures, and/or to change the route of administration from oral to feeding-tube, to intravenously.
- Nutrition Education: The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.
- Nutrition Screening: The process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.
- Therapeutic Diet: A diet ordered by a physician as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

HOMEMAKER

Description: In-home assistance to eligible individuals, including preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework, but not including personal care.

Service Delivery: Service activities are planned and provided with input from the client, based on the assessment of the client's goals and needs, degree of functional impairment, current support system, and capacity for self-care and self-sufficiency. The unit of measure is one hour of service. Service activities may include:

1. Housekeeping and home management activities:
 - a. Cleaning, vacuuming, sweeping, mopping, dusting
 - b. Laundry
 - c. Ironing and mending clothes and linens
 - d. Washing, drying, and storing dishes
 - e. Bagging and placing garbage in collection containers
 - f. Making beds and changing linens (only while client is out of bed)
 - g. Shopping for household essentials
 - h. Assisting in organizing household routines
 - i. Performing necessary reading and writing tasks, if requested and indicated by client's inability to read
 - j. Performing essential errands
2. Meal preparation:
 - a. Assist in preparing and serving meals
 - b. Using sanitary practices for handling, preparing, and storing food
3. Escort assistance:
 - a. Accompanying a client on trips to obtain healthcare services and other necessary items and services
4. Client education:
 - a. Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial

Client eligibility and delivery of the service must be consistent with the requirements of the Georgia Division of Aging Services. Service activities must align with the domains of impairment and essential components indicated by the DON-R.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

PERSONAL CARE

Description: The provision of personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. These services are designed to maintain and strengthen the capacity of appropriate individuals, who would otherwise be unable to care adequately for themselves, because of difficulty with activities of daily living and/or instrumental activities of daily living, in addition to providing support to caregivers of frail older adults. In-home services delivered using State Alzheimer's funding and designed for this population, may be provided to adults with dementia, regardless of age. The unit of measure is one hour of service.

Service Delivery:

- Personal care activities are planned and provided with input from the client, based on the assessment of the client’s needs, degree of functional impairment, current support system, and remaining capacity for self-care and self-sufficiency.
- Service activities include assistance with activities related to the care of the client’s physical health, such as: dressing and undressing, bathing, shaving, dental care and oral hygiene, grooming, toileting, medication reminders, transferring, mobility in and around the home, and eating.
- Service activities must align with the domains of impairment and essential components indicated by the DON-R.

Program Design: Sub-grantee shall insure that providers of personal care must demonstrate compliance with all applicable licensure requirements located under the Rules and Regulations of the State of Georgia for the Department of Community Health Private Home Care Providers, section 111-8-65.10.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

SENIOR RECREATION

Description: The provision of group activity not including the one required hour of wellness and/or other activity required under the Congregate Nutrition program. The group activity may include nutrition related activities; activities that promote socialization, physical and mental health enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs. The senior center must meet the requirements of the Georgia Division of Aging Services. This is a line item reimbursement.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

TRANSPORTATION

Description: Transportation service to older adults can be delivered through volunteer drivers, voucher programs, subcontractors, direct service and/or Georgia Department of Human Services (DHS) coordinated system.

Service Delivery: Sub-grantee shall comply with the DHS *Vehicle Policies and Procedures Manual* relative to all state-titled or agency-owned vehicles. Drivers and other relevant transportation staff, whether employees or contract staff, will be properly trained and supervised in compliance with all applicable regulations and will demonstrate capacity to meet the needs of older adults. Sub-grantee shall also comply with any ARC issued guidelines.

The following trips are eligible for funding:

- Demand Response – one-way trip from one location to another. A unit is a one-way trip.
- Fixed-route (shuttle service) - a bus with a pre-determined route. Trip may be to Senior Centers, Community Centers or other destinations. A unit is one hour.
- Group - Any group trip with more than 3 passengers originating at a location, transported to a designated location, and then arriving back at the same location. A unit is one hour.

Program Reporting: The following metrics must be submitted monthly to ARC:

- number of one-way demand response trips provided by volunteer drivers, vouchers, agency or sub-contractor fleet;
- hours of service for fixed route and group;
- average mileage per one-way trip;
- purpose of each one-way trip (employment, medical or personal);
- number of unduplicated riders for each service proposed;
- number of passengers per hour for fixed route service; and
- number of passengers per hour per group trip.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “SFY 2021 Atlanta Regional Commission Distribution of Resources”.

**ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT**

ATTACHMENT B - COMPENSATION

I. Compensation

The available compensation is shown by service, cost center, and resource category on the "Distribution of Resources, SFY 2021" Exhibits, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes.

The subgrantee's request for payment described in the "Method of Payment" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total cost under each service exceed the maximum amounts listed on the "Distribution of Resources" exhibit, nor shall ARC's payment to the subgrantee exceed the total of state and federal (including USDA) funds in this contract.

Any deviation from or changes to the approved budget shall be handled as follows:

A. Deviations between budget line items (for cost reimbursable services) within the same service are permitted if the cumulative absolute total of such transfers does not exceed 10% of the total amount for that service. Subgrantee must promptly submit written notice of such deviation to ARC. No deviation in the fixed unit costs is permitted.

B. If the subgrantee's proposed deviations exceed the tolerances identified in "A" above, or if transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the subgrantee, approved by ARC, and executed by both parties.

II. Matching Share

In addition to the requirements specified herein, the subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allowability of non-federal contributions by the subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The subgrantee further agrees that if non-federal contributions provided by the subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by ARC, the funding agencies, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the subgrantee shall, within thirty (30) calendar days of receipt of such written demand reimburse ARC the amount of compensation previously paid by ARC to the subgrantee that became unearned because of such disallowance.

III. Program Income

Program income, as defined in 45 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s) or person(s) on behalf of a particular participant(s) of the program during the period of this subgrant contract. Expenditure of this resource is limited to funds actually received.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

IV. General

A. The Subgrantee agrees that the 'year to date' percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.

B. For services funded by the Older Americans Act, Social Services Block Grant, and USDA, the Subgrantee cannot spend or request reimbursement for more than 25% of the Federal and corresponding State and local match during the first quarter (July-September).

C. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III; 10 percent match to 90 percent federal funds in Title V; and 12 percent match to 88 percent state and federal funds in SSBG).

D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III and Title V, as appropriate, which represents 10 percent of the total Title III and Title V federal, state, and local funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.

E. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total SSBG funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement.

F. The Subgrantee agrees that ARC may withhold payment if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of services and dollars expended.

G. Any advance under this contract must be returned to ARC prior to the end of the contract period. The Subgrantee further agrees that upon termination of this contract for any reason, all unexpended funds held by the Subgrantee shall revert to ARC. Receipt of advance funds by the Subgrantee requires a fidelity/assurance bond and the "advanced funds" will be separately recorded in the Subgrantee accounting records as a unique liability to ARC account.

The Subgrantee further agrees that the "advance funds" will be repaid in three equal installments during March, April, and May of this contract period unless ARC's Director of the Area Agency on Aging gives prior written approval for another repayment schedule. Should any interest be earned on funds that were advanced by ARC, the Subgrantee will apply the interest to the value of this contract prior to making a reimbursement/payment request to ARC.

H. For unit cost-based services, payments will be based on actual number of units provided, as submitted by the Subgrantee through monthly reports to ARC. However, maximum payment will not exceed the total cost per service, per fund source, as indicated on the "Distribution of Resources, Unit Cost" page in this contract. A unit cost must be the same dollar amount regardless of funding source.

Gwinnett County FY'21 OAA Budget											
Service	Fund Source	Cost Center	Contracted Units	Unit Cost	Contract Staging Amount	Contract Amount	Local Match	Payment Amount	Other Funds	Persons Served	Leveraged Units
Case Management	CBS - Case Management State (Unit Cost)	108AC7	10,651.00	6.29	\$ 66,995.81	\$ 66,995.81		\$ 66,995.81		301.00	
Case Management	OAA Title III E - Family Caregiver Support (Unit Cost)	108AS3	10,615.00	6.29	\$ 66,766.13	\$ 66,766.13	\$ 6,676.61	\$ 60,089.52		299.00	
Congregate Meals	OAA Title III C1 - Congregate Meals (Unit Cost)	108AS6	36,501.00	20.64	\$ 753,380.64	\$ 753,380.64	\$ 75,338.06	\$ 678,042.58		485.00	
Home Delivered Meals	NSIP - ACL (Line Item)	108AU1			\$ 119,277.53	\$ 119,277.53		\$ 119,277.53			
Home Delivered Meals	NSIP - SSBG Supplemental (Unit Cost)	108AU3	3,544.00	7.15	\$ 25,341.83	\$ 25,341.83		\$ 25,341.83		16.00	
Home Delivered Meals	NSIP - State (Unit Cost)	108AU2	20,224.00	7.15	\$ 144,599.97	\$ 144,599.97		\$ 144,599.97		92.00	
Home Delivered Meals	OAA Title III C2 - Home Delivered Meals (Unit Cost)	108AS7	51,100.00	7.15	\$ 365,367.70	\$ 365,367.70	\$ 36,536.77	\$ 328,830.93		234.00	
Home Delivered Meals	SSBG - HCBS (Unit Cost)	108AS2	322.00	7.15	\$ 2,300.00	\$ 2,300.00	\$ 276.00	\$ 2,024.00		1.00	
Homemaker	Alzheimer's Program State (Unit Cost)	108AA2	2,221.00	25.00	\$ 55,528.74	\$ 55,528.74		\$ 55,528.74		52.00	
Homemaker	CBS - Alzheimer's State (Unit Cost)	108AC2	237.00	25.00	\$ 5,917.16	\$ 5,917.16		\$ 5,917.16		6.00	
Homemaker	CBS - HCBS State (Unit Cost)	108AC1	1,219.00	25.00	\$ 30,483.26	\$ 30,483.26		\$ 30,483.26		28.00	
Homemaker	SSBG - HCBS (Unit Cost)	108AS2	620.00	25.00	\$ 15,496.19	\$ 15,496.19	\$ 1,859.54	\$ 13,636.65		14.00	
Personal Care	Alzheimer's Program State (Unit Cost)	108AA2	2,900.00	19.15	\$ 55,528.74	\$ 55,528.74		\$ 55,528.74		33.00	
Personal Care	CBS - Alzheimer's State (Unit Cost)	108AC2	309.00	19.15	\$ 5,917.16	\$ 5,917.16		\$ 5,917.16		4.00	
Personal Care	SSBG - HCBS (Unit Cost)	108AS2	292.00	19.15	\$ 5,600.00	\$ 5,600.00	\$ 672.00	\$ 4,928.00		3.00	
Respite Care In-Home	CBS - Respite Care State (Unit Cost)	108AC6	3,815.00	25.00	\$ 95,379.25	\$ 95,379.25		\$ 95,379.25		22.00	
Senior Recreation	CBS - HCBS State (Line Item)	108AC1			\$ 35,000.00	\$ 35,000.00		\$ 35,000.00			
Senior Recreation	OAA Title III B - Supportive Services (Line Item)	108AS1			\$ 43,524.14	\$ 43,524.14	\$ 4,352.41	\$ 39,171.73			
Transportation	CBS - HCBS State (Unit Cost)	108AC1	5,121.00	18.34	\$ 93,919.00	\$ 93,919.00		\$ 93,919.00		126.00	
Total Awarded:						\$ 1,986,323.25	\$ 125,711.40	\$ 1,860,611.85	\$ -	1,716.00	-

**ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT**

ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, July 1, 2020 ("Effective Date"), is entered into by and between Gwinnett County Board of Commissioners (the "Contractor"), and the Atlanta Regional Commission (the "Covered Entity"), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI") maintained by the Covered Entity as that term is defined in 45 CF.R. § 164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS, Contractor and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Services Agreements.

1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2. Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.3. Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any

and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional Contractor Activities. Except as otherwise provided in this Agreement, the Contractor:

2.1. Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.

2.2. Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3. May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.

2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Contractor Covenants. Contractor agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Contractor with respect to the PHI;

3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity

shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;

3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.

3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).

4. Covered Entity Covenants.

4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically excepts those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.

7. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the

request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination.** The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties.

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
- (b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.
- (c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.
- (d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term.

Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

12. Termination.

12.1. Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the

Covered Entity makes the determination that Contractor has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

13. Effect of Termination. Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents.

If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

14. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.

15. Amendments; Waiver. Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

ARC
229 Peachtree St, NE
Suite 100
Atlanta, Georgia 30303

Contractor:

Gwinnett County Senior Services
567 Swanson Drive
Lawrenceville, GA 30045

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

17. Regulatory References. A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

18. Survival. The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

19. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the Individual.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date:

Gwinnett County BOC

Atlanta Regional Commission
Executive Director

CONTRACTOR/VENDOR INFORMATION

**Legal name & address
of entity:**

If different from above-

Legal name of Payee:

Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

<input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC	<input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC
<input type="checkbox"/> Partnership/LLC Partnership/LLP	<input type="checkbox"/> Government: Federal/State/Local/Authority
<input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)	<input type="checkbox"/> Other: (describe) _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES _____ NO _____

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES _____ NO _____

E-verify Status: _____ **Registered:** E-verify Number _____ **DUNS Number** _____
_____ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES _____ NO _____

Minority or Women Business Enterprise under 49 CFR Part 23? YES _____ NO _____

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES _____ NO _____

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Signature: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200582			
Department:	Community Services		Date Submitted: 06/08/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	kloblein		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
to accept grant funds authorized from the Families First Coronavirus Response Act through the Atlanta Regional Commission in the amount of \$306,915.30. This funding will allow the County to expand its meal-delivery services to older adults through the provision of home-delivered nutrition to new and current clients at risk for food insecurity during the COVID-19 pandemic, designating \$95,207.31 for Congregate Meals and \$211,707.99 for Home-Delivered Meals. Approval/authorization for the Chairman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department.			
Attachments	Justification Memo; Contract; Action List		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	tdfleming (6/9/2020)		
Attorney	tlettsome (6/11/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$306,916	mbwoods (6/11/2020)
Finance Comments	* Grant budget will be established upon approval of award with the Atlanta Regional Commission.			FinDir's Initials
				bjaalexzulian (6/10/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session		Vote	<div style="border: 1px solid black; min-height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action			
Tabled			
Motion			
2nd by			



TO: Chairman
District Commissioners

THROUGH: Tina Fleming, Department Director *Tina Fleming*
Department of Community Services

Blake Hawkins, Deputy Department Director *Blake Hawkins*
Department of Community Services

FROM: Regina Miller, Division Director
Division of Health and Human Services *Regina R. Miller*

DATE: June 5, 2020

RE: Atlanta Regional Commission
Families First Coronavirus Response Act Funding

ITEM OF BUSINESS

Approval/authorization to accept grant funds authorized from Families First Coronavirus Response Act through the Atlanta Regional Commission to be approved by the Gwinnett County Board of Commissioners. The dollars come from the Families First Coronavirus Response Act, approved by Congress to respond to the economic impacts of the ongoing COVID-19 pandemic. The funding will allow the county to expand its meal-delivery services to older adults in Gwinnett. Gwinnett County Health and Human Services will provide home-delivered nutrition to new and current clients at risk for food insecurity. The funding allocation received by Gwinnett is a total of \$306,915.30. Among that allocation, Congregate Meals will have designated \$95,207.31 and Home Delivered Meals will be designated \$ 211,707.99.

BACKGROUND AND DISCUSSION

Grant funds obtained through this contract come from the Families First Coronavirus Response Act, approved by Congress to respond to the economic impacts of the ongoing COVID-19 pandemic. This grant will serve the Gwinnett County Senior Services area of Congregate meals and Home Delivered meals for emergency meals addressing food insecurity, including those seniors with emergent hunger issues in the Gwinnett community. The intent of this funding is to provide emergency meal funding, while following the regulatory guidelines of the Older Americans Act and their eligibility requirements.

**ACTION REQUESTED – ATLANTA REGIONAL COMMISSION
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
[June 16, 2020 (GCID 2020-0582)]**

1. Acceptance of grant awards from the **Atlanta Regional Commission**; authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to sign all necessary grant documents, and related forms designating persons authorized to request disbursement of grant funds from **Atlanta Regional Commission** to Gwinnett County.
2. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to sign all necessary grant documents with **Atlanta Regional Commission**, municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **Atlanta Regional Commission** subject to approval as to form by the Law Department.
3. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to accept any amendments to the initial award, including closure of award after receipt of final payment, as assigned by **Atlanta Regional Commission** and to designate County staff to adjust appropriations and revenue budgets as necessary.
4. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services (or his/her designee) to approve and submit financial reports.
5. Authorization for Chairman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.
6. Authorization for Chairman to appoint and designate the CFO/Director of Financial Services to serve as the “Official Representative” of Gwinnett County with the **Atlanta Regional Commission**.

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of May, 2020, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and the GWINNETT COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Subgrantee").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Services (GDHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the Subgrantee desires to render such services in connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this contract, nor act of Subgrantee or act of ARC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A", Scopes of Services and Service Detail, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties), as further specified in Attachment A hereto.
4. Time of Performance. The effective date of this contract is May 1, 2020. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before September 30, 2021. Due dates in this contract are based on calendar days. If any due date falls on Saturday, Sunday or ARC holiday, then the due date shall be the next ARC business day. This agreement shall be bound by the term dictated in the Notice of Funding Availability.
5. Compensation. The total cost of the work as defined in Attachment A is \$ 306,915.30. ARC shall reimburse an amount not to exceed that total for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by the Subgrantee as mandatory matching funds under the requirements of this agreement.
6. Method of Payment. Unless otherwise specified in Attachment B, which is attached hereto and made a part hereof, the following method of payment shall be used:
 - a. Progress Payments. Unless otherwise approved by ARC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
 - i. On or before the **eighth day** following each month for which payment is requested, the Subgrantee shall submit to ARC, in a form acceptable to ARC, a request documenting the services provided according to Attachment A and allowable costs, as specified in Attachment B, incurred for that month.
 - ii. Upon the basis of ARC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts

hereinbelow, and its audit and review and approval of (1) the monthly program performance report and (2) the payment request, as specified hereinabove, ARC will make payment to the Subgrantee not more than once a month.

- iii. ARC may, at its discretion, disallow or delay payment of all or part of a request if ARC determines that the Subgrantee is not in compliance to ARC's satisfaction with any of the terms of this agreement. Unless the complete monthly program performance report and payment request are received by ARC on or before the eighth day of the month, payment may be withheld until a later payment cycle.

b. Final Payment.

- i. Subgrantee's closeout reports are to be received by ARC within **fifteen days** of contract termination. ARC may, at its discretion, disallow payment of all or part of an incomplete report or a report received after this deadline.
- ii. Upon receipt by ARC of the Subgrantee's closeout report and all other required documentation, ARC will review such documents and make comparisons among the costs authorized in Attachment B and the cumulative value of all payments. Based on such comparisons and upon its determination of compliance with applicable GDHS unit cost requirements and that all other requirements hereunder have been completed, ARC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments or request from the Subgrantee refund of any overpayment. The Subgrantee shall refund to ARC any such overpayment within thirty calendar days of notification by ARC.

Payments by ARC are on a net 30 day basis, subject to availability of appropriate funding.

7. Formal Communication. Formal communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act in his or her behalf regarding this contract. Any restrictions to such designation must be clearly defined in the written designation.
8. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates the Director of the Center for Community Services, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments, disputes and appeals, or terminations regarding this contract.
9. Reports. The Subgrantee shall furnish ARC with monthly program performance reports, in such form as may be specified by ARC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to ARC within eight days after the end of the report period.
10. Review and Coordination. To ensure adequate assessment of the Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC or the funding agencies to review such work and services. Reasonable notice of such review meetings shall be given to the Subgrantee.
11. Inspections. Authorized representatives of ARC and the funding agencies may at all reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports, studies, records, and computations prepared by or for the Subgrantee shall be made available to authorized representatives of ARC, the funding agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in the Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work. The Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate, and by GDHS's required five-year record retention from submission of final expenditure reports. If any litigation, claim or audit is

started before the expiration of the five-year period, records shall be retained until such litigation, claim or audit is resolved. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this program.

12. Liability. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this contract and cause a claim, demand, suit or other action to be brought by any person, firm, or corporation.

All other Subgrantees agree to indemnify and hold harmless ARC against any and all liability, loss, damages, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee or its employees or of any subcontractor of the Subgrantee.

If this contract includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by the Subgrantee. Subgrantee acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of the Subgrantee.

13. Denial or Termination of Services to Clients. The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by the subgrantee's governing body and posted prominently at every service delivery site.
14. Rights in Documents, Materials and Data Produced. The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of ARC upon termination or completion of the work. ARC and the funding agencies shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its subcontractors. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
15. Publication and Publicity. Articles, papers, bulletins, presentations, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within 30 calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.
16. Identification of Documents. All reports, surveys, and other documents completed under this contract shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under Contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the U.S. Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
17. Financial Management System. The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate. In addition, the Subgrantee agrees to maintain accurate financial

records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to funding agencies.

18. Rate of Employee Compensation. The rate of compensation for work performed under this contract by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve-months, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this contract, without the express prior written approval of ARC.
20. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, subcontractor or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
21. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the program, have an interest, direct or indirect, in this contract or the proceeds arising therefrom.
22. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefits to arise herefrom.
23. Subcontracts. Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:
 - a. The Subgrantee requests and approval from ARC before subcontracting the work or services other than those submitted with this agreement.
 - b. The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 2 CFR § 200 or adequate justification for sole source selection is provided.
 - c. Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) contract between ARC and the Subgrantee.
 - d. A copy of all fourth party contracts shall submitted for review by ARC, or its representatives.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner, as determined by ARC, may at ARC's discretion, result in disallowance or delay in payment under the Paragraph titled Method of Payment or in termination pursuant to the Paragraph titled Termination for Cause.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this contract. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of ARC only by ARC's Executive Director and Chair, as set forth in ARC's Bylaws.

26. Project Administration.

- a. The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to ARC's satisfaction.
- b. The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- c. The Subgrantee agrees that the Subgrantee executor and all persons who administer the funds associated with this contract on behalf of the Subgrantee will be bonded or insured in an amount equal to at least ten percent of the total amount specified in Attachment B of the contract or \$25,000, whichever is less. The Subgrantee shall transmit written documentation of such bonding or insurance to ARC, in form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds or insurance that expire before the completion date of this contract, proof of renewal of such bond or insurance shall be provided to ARC, within 20 days after renewal.
- d. The Subgrantee agrees to administer the program in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- e. The Subgrantee shall at all times maintain during the term of this agreement policies of insurance covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents and volunteers.

27. General

- a. The Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). The appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. The Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.
- b. The Subgrantee agrees that services under this contract will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, the Subgrantee agrees, that its performance hereunder will:

- i. help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged 60 and over assessed as appropriate, by providing supportive services;
 - ii. target services to adults aged 60 and over in greatest economic and social need as determined by screening or assessment.
- c. The Subgrantee agrees that any facility used for delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

28. Standards for Service Performance.

- a. The Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the Georgia Department of Human Services, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.
- b. The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in the Paragraph titled Amendments, hereinbelow.
- c. The Subgrantee acknowledges that ARC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.
- d. The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
- e. The Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.
- f. Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A hereof, and shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
- g. The following special provisions shall apply to nutrition services:
 - i. The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. The sites approved in this contract are specified in "Site Location List" in Attachment A.
 - ii. The Subgrantee shall not initiate the delivery of nutrition services under this contract at a site not approved by ARC.
 - iii. The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - iv. Supportive services include: (a) access services such as outreach, transportation, information/assistance and case management; (b) leisure activities; (c) nutrition education; (d) nutrition screening; (e) nutrition counseling; (f) shopping assistance; (g) health screening; and (h) group counseling. The terms and standards for these supportive services are stated in the attached Scope of Services, and thereby incorporated into this contract.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 23 CFR 450, “FHA Planning Assistance and Standards,” 49 CFR 23, “Participation of Disadvantaged Business Enterprise in Airport Concessions,” or 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 48 CFR 31, “Contract Cost Principles and Procedures,” Executive Order 12372, “Intergovernmental review of Federal programs,” U.S. Office of Management and Budget Circular Nos. A 21, “Cost Principles for Educational Institutions,” and A 133, “Audits of States, Local Governments and Non-Profit Organizations,” or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

For all subgrants, it:

- a. possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.
- b. will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. The Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- c. shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).
- d. Shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the funding agencies may require.

- e. Agrees to comply with such rules, regulations or guidelines as ARC or the funding agencies may issue to implement the requirements of this paragraph.
- f. will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- g. Will comply with the applicable provisions of the Hatch Act which limits political activity of employees.
- h. Will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- i. will cooperate with ARC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- j. Understands that the phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- k. will insure, for subgrant contracts not involving Federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the funding agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- l. will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- m. Agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate Division or Office of GDHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- n. Agrees to abide by all State and Federal laws, rules and regulations and GDHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without written consent of the individual employee, client or responsible guardian.
- o. Agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

- p. Agrees to comply with the requirements of a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
- q. Agrees to comply with the requirements set forth in Attachment "C" regarding the privacy of participant health information as set forth in 45 CFR § 164.501.
- r. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

For subgrant contracts involving either full or partial Federal financial assistance for construction program(s):

- a. Will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
- b. will have sufficient funds available to meet the non-federal share of the cost for construction programs and that it will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- c. will obtain ARC's written approval of the final working drawings and specifications before the program is advertised or placed on the market for bidding; that it will construct the facility, or cause it to be constructed, to final completion in accordance with the application and ARC approved plans and specifications; that it will submit to ARC for prior written approval changes that alter the costs of the program, use of space, or functional layout; and that it will not enter into a construction contract(s) for the program without such prior written approval.
- d. Will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as ARC may require.
- e. Will operate and maintain the facility in accordance with, at least, the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
- f. will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans With Disabilities Act, as appropriate. The Subgrantee will be responsible for conducting inspections to ensure compliance by the contractor with these specifications.
- g. will cause work on the program to be commenced within a reasonable time after receipt of written notification from ARC that funds have been approved, and the program to be prosecuted to completion with reasonable diligence, but no later than the expiration date of this contract, unless an earlier completion date is specified in Attachment "A" of this contract.
- h. Will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds.

30. Property Management Standards. The Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this contract. The Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over \$1,000 per unit and acquired in whole or in part under this contract will be governed by the Property Management Standards, but that ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the funding agencies.

31. Federal Prohibitions and Requirements Related to Lobbying: Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), the Subgrantee agrees that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."
- c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- d. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (B) or (C) of this paragraph. Events that materially affect the accuracy of the information reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- e. Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- f. Imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require the prohibitions and requirements of this paragraph be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

32. Debarment or Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for such transactions.
33. Compliance with Requirements of the Georgia Department of Human Services (GDHS). The Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which is on file in the offices of ARC and is hereby made a part of this contract as fully as if the same were attached hereto. Subgrantee further agrees to adhere to each provision of said grant contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices. Further, this includes compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011. If any of the terms and conditions of this agreement conflict

with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant which shall be controlling unless prior written consent to the contrary is received from ARC.

34. License Requirements. The Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this contract. The Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. The Subgrantee agrees to notify ARC in writing within one business day of the loss or sanction of any license, certification, or accreditation required by this contract or by state or federal laws. The Subgrantee agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this contract or state or federal laws, that this contract may be terminated in whole or in part.
35. Criminal Records Investigation: The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Sub grantee must utilize one of the following methods to comply with this requirement:
- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website; or
 - b. Subgrantee will contact the Georgia Department of Human Services (DHS) or one of the local county Department of Family and Children Services (DFCS) offices listed below and schedule a Live Scan appointment:

DHR 2 Peachtree Street, NW, Atlanta	404-463-0100 or 404-657-5723
Gwinnett County DFCS	678-518-5651
Henry County DFCS	770-954-2337

Pursuant to O.C.G.A. 49-2-14, GDHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within DHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this contract.

Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by GDHS or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by GDHS.

36. Other Requirements. In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all Local, State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate.

Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to the Georgia Illegal Immigration Reform and Enforcement Act of 2011. Subgrantee will ensure that only persons who are citizens or nationals in the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

Subgrantee shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled Assurances hereinabove or by ARC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC,

the Subgrantee shall reimburse ARC in full for any payment made by ARC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
38. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
39. Termination for Mutual Convenience. ARC or the Subgrantee may initiate termination of this contract in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written contract amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In negotiating the termination conditions, a primary goal shall be to cause minimal disruption to the delivery of services provided hereunder. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall allow credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
40. Termination for ARC's Convenience. ARC may terminate this contract at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B".
41. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving at least five days written notice to the Subgrantee of such termination and specifying the effective date thereof. In such event, all information and materials produced under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B". Notwithstanding the foregoing, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by the Subgrantee's breach. ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until the exact amount of such damages is determined.
42. Force Majeure. Each party will be excused from performance under this agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this agreement nor basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work performed by any subcontractor.
43. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

44. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Cognizant Department Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee.

The Subgrantee agrees that the decision of ARC's Cognizant Department Director shall be final and conclusive unless, within ten days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty days after receipt of the appeal request. Both the Subgrantee and ARC's Cognizant Department Director shall have the right to present witnesses and give evidence concerning the question of fact at such hearing. Within twenty days after the hearing, the Executive Director shall make his decision concerning the question of fact in writing to the Subgrantee and to ARC's Cognizant Department Director.

Pending final decision of an appeal to the Executive Director, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Cognizant Department Director.

The Subgrantee agrees that the decision of the Executive Director concerning the question shall be final and conclusive unless determined by the funding agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

The Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by the Subgrantee. Written notice of such procedures shall be provided by the Subgrantee to each of its subcontractors.

45. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia and all questions of interpretations and construction shall be construed by the laws of such State.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this contract as of the day first above written.

GWINNETT COUNTY BOARD OF COMMISSIONERS

ATTEST

By: _____

Title:

ATLANTA REGIONAL COMMISSION

229 Peachtree Street, NE

Suite 100

Atlanta, Georgia 30303

ATTEST:

By: _____

Executive Director

ARC Assistant Secretary

By: _____

Chair

ATLANTA REGIONAL COMMISSION AREA ON AGING SUBGRANT CONTRACT ATTACHMENT A - SCOPE OF SERVICES

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached FY 2020 Atlanta Regional Commission Distribution of Resources, in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

As a service provider under this contract, the sub-grantee shall:

1. Provide nutrition services, Home Delivered Meals (HDC2) and Congregate Meals (CMC2) for adults age 60+ and kinship caregivers age 55+, under the Families First Coronavirus Response Act.
2. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS/ DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.
3. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
4. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
5. Notify ARC promptly of any deviations from the approved SFY 2020 Atlanta Regional Commission Distribution of Resources, incorporated herein by reference. Such notification must be requested in writing to make any changes in the SFY 2020 Atlanta Regional Commission Distribution of Resources and await ARC approval.
6. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
7. Ensure that recipients of services funded by ARC utilizing the DHS/DAS Families First Coronavirus Response Act funding are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments/reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.
8. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS/DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
9. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.
10. Comply with all Health Information Privacy and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of

client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.

Create invoices as designated by ARC consistent with the SFY 2020 Atlanta Regional Commission Distribution of Resources incorporated herein by reference, to include, but not limited to units of service performed, and any other documentation required by ARC for reimbursement.

Sub-grantee shall perform the specific work and services in this contract in a satisfactory manner as determined by the Director of the Area Agency on Aging.

Gwinnett Families First Budget							
Service	Fund Source	Cost Center	Contract Staging Amount	Contract Amount	Local Match	Payment Amount	Other Funds
Congregate Meals	FFCRA Congregate Meals	008AF1	\$ 95,207.30	\$ 95,207.30	\$ -	\$ 95,207.30	
Home Delivered Meals	FFCRA Home Delivered Meals	008AF3	\$ 211,707.99	\$ 211,707.99	\$ -	\$ 211,707.99	
Total Awarded:				<u>\$ 306,915.30</u>	<u>\$ -</u>	<u>\$ 306,915.30</u>	<u>\$ -</u>

CONTRACTOR/VENDOR INFORMATION

**Legal name & address
of entity:**

If different from above-

Legal name of Payee:

Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

<input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC	<input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC
<input type="checkbox"/> Partnership/LLC Partnership/LLP	<input type="checkbox"/> Government: Federal/State/Local/Authority
<input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)	<input type="checkbox"/> Other: (describe) _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES _____ NO _____

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES _____ NO _____

E-verify Status: _____ **Registered:** E-verify Number _____ **DUNS Number** _____
_____ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES _____ NO _____

Minority or Women Business Enterprise under 49 CFR Part 23? YES _____ NO _____

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES _____ NO _____

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Signature: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200559			
Department:	Fire Services	Date Submitted:	05/27/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - SM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing No		
RP014-19, purchase of firefighter turnout gear on an annual contract (June 17, 2020 through June 16, 2021), to the highest scoring firm, Bennett Fire Products Company, Inc., base amount \$2,068,275.00 (negotiated cost savings of approximately \$25,230.00).			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Award		
Department Head	rsknick (6/4/2020)		
Attorney	mjweed (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Fire & EMS	\$2,979,256*	\$2,068,275	mbwoods (6/5/2020)
Finance Comments	* The current balance in Supplies-Uniform Purchases is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$1,438,800 is allocated and for FY2021, \$629,475 is subject to budget approval.			FinDir's Initials wwweatherford (6/5/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; min-height: 100px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; min-height: 100px;"> </div>
Action		
Tabled		
Motion		
2nd by		

SUMMARY – RP014-19
Purchase of Firefighter Turnout Gear on an Annual Contract

PURPOSE:	This proposal is for protective clothing worn by firefighters engaged in fire suppression activities.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$2,068,275.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$495,548.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$209,391.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	An accurate increase/decrease cannot be obtained due to significant changes in the specifications for this contract.
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	200 61 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 9
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	June 17, 2020 through June 16, 2021

COMMENTS: *Through successful negotiations, a cost savings of approximately \$25,230.00 was achieved without any reduction in the scope of this contract.



MEMORANDUM

TO: Shelley McWhorter
Purchasing Associate III

THROUGH: Russell Knick *PK*
Fire Chief

FROM: Brian Wolfe *BW*
Assistant Chief

SUBJECT: Recommendation to Award RP014-19 Purchase of Firefighter Turnout Gear on an Annual Contract

DATE: May 22, 2020

REQUESTED ACTION

The Department of Fire and Emergency Services recommends award of the above referenced contract with Bennett Fire Products Company, Inc. in the amount of \$2,068,275.00.

DESCRIPTION

The request is for the purchase of firefighter turnout gear on an annual contract with four options for renewal. A competitive bid was solicited to determine the highest scoring vendor to provide the selected bunker gear built to the supplied specification. Based on the initial technical scoring, vendors were selected to perform a wear trial through two seasons of use to compare how the turnout gear performed based on the specification. When the wear trial was completed, the scoring committee completed the scoring based on the results of the wear trial and compliance with the supplied specification. Bennett Fire Products Company, Inc. was the highest scoring firm and the final recommendation of the committee.

References checked? ☒ Yes ☐ No

FINANCIAL

1. Estimated amount to be spent: \$2,068,275.00
2. Projected amount to be spent previous contract period: \$209,391.00
3. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
4. Budgeted: Yes ☒ No ☐
5. Contact name: Yvonne Shannon Contact phone: 678-518-4874

May 22, 2020

Recommendation to Award RP014-19 Purchase of Fire Fighter Turnout Gear on an Annual Contract

Page 2

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	102	115100	23011001	50701198		\$1,438,800.00	70%
2021	102	115100	23011001	50701198		\$629,475.00	30%
					Total	\$2,068,275.00	100%

Transfer

Required:

Yes —

No ☒

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200541	20190376		
Department:	Human Resources		Date Submitted: 05/22/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - DG		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
to renew RP002-19, provision of on-site wellness center administration on an annual contract (January 1, 2021 through December 31, 2021), with CareHere, LLC, base amount \$991,352.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	vicasella (5/27/2020)		
Attorney	ylatorre (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Group Self-Insurance	*	\$991,352	mbwoods (6/1/2020)
Finance Comments	*The balance in Insurance and Claims is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY 2021, \$991,352 is subject to budget approval.			FinDir's Initials wweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – RP002-19
Provision of On-Site Wellness Center Administration on an Annual Contract



PURPOSE:	This contract will provide clinic operations and management services for an on-site health center for Gwinnett County employees, spouses and retirees.
LOCATION:	Government Annex 720 South Perry Street Lawrenceville, GA 30046
AMOUNT TO BE SPENT:	\$991,352.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,006,333.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$1,006,333.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	5.7% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	The proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2021 through December 31, 2021


COMMENTS: *The amount to be spent for the upcoming contract period is less than the amount spent previous contract due to no implementation costs for this renewal period.



MEMORANDUM

TO: Dana Garland, Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Vicki Casella 
Acting Director of Human Resources
Raechell Dickinson 
Deputy Director of Human Resources

FROM: Tori Burkholder 
Section Manager, Administration

SUBJECT: Recommendation for renewal of RP002-19, Provision of On-Site Wellness Center
Administration on an Annual Contract

DATE: May 21, 2020

REQUESTED ACTION

The Human Resources Department recommends renewal of the above referenced procurement with CareHere, LLC in the amount of \$991,352.00.

DESCRIPTION

Provide active employees and pre-Medicare retirees, as well as dependents (over the age of 18) with an onsite wellness center.

FINANCIAL

1. Estimated amount to be spent: \$991,352.00
2. Projected amount spent previous contract: \$1,006,333.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tori Burkholder Contact phone: 770-822-7911

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2021	605	105000	14070004	51001617		\$991,352.00	100%
					Total	\$991,352.00	100%

Transfer Required:	Yes	No	X
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If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200542	20190803		
Department:	Human Resources		Date Submitted: 05/22/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - DG		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing		No
<p>to renew RP008-17, provision of a vision program on an annual contract (January 1, 2021 through December 31, 2021), with Vision Service Plan Insurance Company, dba VSP Vision Care, base amount \$751,036.92. This contract is entirely participant funded.</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	vicasella (5/27/2020)		
Attorney	ylatorre (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/1/2020)
Finance Comments	*No financial or budget impact to the County. Premiums are paid by participants.			FinDir's Initials
				wwweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 95%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 95%;" type="text"/>		
Tabled	<input style="width: 95%;" type="text"/>		
Motion	<input style="width: 95%;" type="text"/>		
2nd by	<input style="width: 95%;" type="text"/>		

SUMMARY – RP008-17
Provision of a Vision Program on an Annual Contract


PURPOSE:	This contract will provide vision insurance to active Gwinnett County employees and retirees on an annual contract.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$751,036.92
PREVIOUS CONTRACT AWARD AMOUNT:	\$727,853.52
AMOUNT SPENT PREVIOUS CONTRACT:	\$727,853.52
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2021 through December 31, 2021


COMMENTS:




MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Vicki Casella 
Acting Director of Human Resources

Raechell Dickinson 
Deputy Director of Human Resources

FROM: Tori Burkholder 
Section Manager, Administration

SUBJECT: Recommendation to Renew RP008-17, Vision Program on an Annual Contract

DATE: May 21, 2020

REQUESTED ACTION

The Department of Human Resources recommends renewal of the above referenced contract to Vision Service Plan Insurance Company dba VSP Vision Care, in the amount of \$751,036.92

DESCRIPTION

This contract will provide vision coverage for active employees and retirees for 2021. This is an employee paid benefit. No plan designs for the 2021 year.

FINANCIAL

1. Estimated amount to be spent: \$751,036.92
2. Projected amount to be spent previous contract period: \$727,853.52
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tori Burkholder Contact phone: 770-822-7911

Gwinnett County Board of Commissioners Agenda Request

GCID #		Group With GCID #:		<input type="checkbox"/> Grants <input type="checkbox"/> Public Hearing	
20200543		20190800			
Department:		Human Resources		Date Submitted: 05/22/2020	
Working Session:		06/16/2020	Business Session:	06/16/2020	Public Hearing:
Submitted By:		Purchasing - Brittany Taylor - DG		Multiple Depts? No	
Agenda Type		Approval			
Item of Business:		Locked by Purchasing <input type="checkbox"/> No			
to renew RP009-17, provision of a wellness program on an annual contract (January 1, 2021 through December 31, 2021), with Asset Health, Inc., base amount \$746,541.00.					
Attachments		Summary Sheet, Justification Letter			
Authorization: Chairman's Signature?		<input type="checkbox"/> No			
Staff Recommendation		Approval			
Department Head		vicasella (5/27/2020)			
Attorney		ylatorre (6/4/2020)			
Agenda Purpose Only					

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Group Self-Insurance	*	\$746,541	mbwoods (6/1/2020)
Finance Comments	*The balance in Insurance and Claims is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY 2021, \$746,541 is subject to budget approval.			FinDir's Initials
				wwweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?	<input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – RP009-17
Provision of a Wellness Program on an Annual Contract


PURPOSE:	This contract will be used to administer a comprehensive Wellness Health Improvement Program and provide wellness benefits for active employees and their spouses.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$746,541.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$746,541.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$746,541.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2021 through December 31, 2021


COMMENTS:




MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Vicki Casella 
Acting Director of Human Resources

Raechell Dickinson 
Deputy Director of Human Resources

FROM: Tori Burkholder 
Section Manager, Administration

SUBJECT: Recommendation to Renew RP009-17 Provision of the Wellness Program on an Annual Contract

DATE: May 21, 2020

REQUESTED ACTION

The Department of Human Resources recommends renewal of the above referenced contract to Asset Health, Inc. in the amount of \$746,541.00.

DESCRIPTION

This wellness program provides employees with resources to improve their health and wellbeing. There were no changes to cost or services in 2021.

FINANCIAL

1. Estimated amount to be spent: \$746,541.00
2. Projected amount to be spent previous contract period: \$746,541.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tandy Krogh Contact phone: 770-822-7942

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2021	605	105000	14070001	51001122		\$746,541.00	100%
					Total	\$746,541.00	100%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200545	20190375		
Department:	Human Resources		Date Submitted: 05/26/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - DG		Multiple Depts? No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No
to renew RP001-19, provision of medical and pharmacy benefit administration on an annual contract (January 1, 2021 through December 31, 2021), with Aetna Life Insurance Company, base amount \$46,855,755.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	vicasella (5/27/2020)		
Attorney	ylatorre (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Group Self-Insurance	*	\$35,848,207	mbwoods (6/1/2020)
	OPEB Trust	**	\$11,007,548	
Finance Comments	*The current balance in Insurance and Claims is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For 2021, \$35,848,207 is subject to budget approval. ** Fund oversight by the Retirement Plans Management Committee (\$11,007,548).			FinDir's Initials wweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – RP001-19**Provision of Medical and Pharmacy Benefit Administration on an Annual Contract**


PURPOSE:	This contract provides administrative service and claims administration for the self-funded health insurance for employees, retirees and their dependents. This contract includes both medical and prescription drug benefits. The contract includes claims and administration for those claims. Total costs illustrated here include both medical and Rx claims projections and ASO fees.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$46,855,755.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$41,743,972.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$41,743,972.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	8.3% Increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	The proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2021 through December 31, 2021


COMMENTS:




MEMORANDUM

TO: Dana Garland, Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Vicki Casella 
Acting Director of Human Resources

Raechell Dickinson 
Deputy Director of Human Resources Department

FROM: Tori Burkholder 
Section Manager of Administration

SUBJECT: Recommendation for renewal of RP001-19, Provision of Medical & Pharmacy Benefit on an Annual Contract

DATE: May 21, 2020

REQUESTED ACTION

The Human Resources Department recommends renewal of the above referenced procurement with Aetna Life Insurance Company in the amount of \$46,855,755.00.

DESCRIPTION

This contract provides administrative service and claims administration for the self-funded health insurance for employees, retirees and their dependents. This contract includes both medical and prescription drug benefits. The contract includes claims and administration for those claims. Total costs illustrated here include both medical and Rx claims projections and ASO fees.

FINANCIAL

1. Estimated amount to be spent: \$46,855,755.00
2. Projected amount spent previous contract: \$41,743,972.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tori Burkholder Contact phone: 770-822-7911

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2021	605	105000	14070001	51001617		\$35,848,207.00	76.50%
2021	811		43000004	51001617		\$11,007,548.00	23.50%
					Total	\$46,855,755.00	100%

Transfer Required: Yes No x

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200546	20190678		
Department:	Human Resources		Date Submitted: 05/26/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - DG		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing		No
<p>to renew RP005-18, provision of a dental program on an annual contract (January 1, 2021 through December 31, 2021), with Cigna Health and Life Insurance Company, base amount \$4,364,860.32. This contract is entirely participant funded.</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?		No
Staff Recommendation	Approval		
Department Head	vicasella (5/27/2020)		
Attorney	ylatorre (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/1/2020)
Finance Comments	* No financial or budget impact to the County. Premiums are paid by participants.			FinDir's Initials
				wwweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – RP005-18
Provision of a Dental Program on an Annual Contract


PURPOSE:	This contract will provide dental coverage for active employees and retirees.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$4,364,860.32
PREVIOUS CONTRACT AWARD AMOUNT:	\$4,101,657.12
AMOUNT SPENT PREVIOUS CONTRACT:	\$4,101,657.12
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3.5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	The proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2021 through December 31, 2021


COMMENTS:




MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Vicki Casella 
Acting Director of Human Resources

Raechell Dickinson 
Deputy Director of Human Resources

FROM: Tori Burkholder 
Section Manager of Administration

SUBJECT: Recommendation to Renew RP005-18 Provision of a Dental Program on an Annual Contract

DATE: May 21, 2020

REQUESTED ACTION

The Department of Human Resources recommends renewal of the above referenced contract to Cigna Health and Life Insurance Company, in the base bid amount of \$4,364,860.32.

DESCRIPTION

This contract will provide dental coverage for active employees and retirees for 2021. This is an employee and retiree paid benefit. No plan design changes were made.

FINANCIAL

1. Estimated amount to be spent: \$4,364,860.32
2. Projected amount to be spent previous contract period: \$4,101,657.12
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tori Burkholder Contact phone: 770-822-7911

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200585			
Department:	Law Department	Date Submitted:	06/08/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Mike Ludwiczak	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
of a settlement in the case of Shelby Clark, et al. v. R.L. "Butch" Conway, et al., United States District Court for the Northern District of Georgia, Civil Action File No. 1:18-cv-05416-SCJ, in the amount of \$202,500.00.			
Attachments	Justification		
Authorization:	Chairman's Signature?	No	
Staff Recommendation			
Department Head	mpludwiczak (6/9/2020)		
Attorney	mpludwiczak (6/10/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Risk Management	*	\$202,500	mbwoods (6/10/2020)
Finance Comments	*Upon approval adjust appropriations and revenue budget as necessary in the Risk Management Fund.			FinDir's Initials
				bjalexzulian (6/10/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		



MEMORANDUM

TO: Chairman
District Commissioners

FROM: Michael P. Ludwiczak *ML*
County Attorney

SUBJECT: Shelby Clark, et al. v. R.L. "Butch" Conway, et al.
United States District Court, Northern District of Georgia
Civil Action File No: 1:18-cv-05416-SCJ

GCID: 2020-0585

DATE: June 8, 2020

This agenda item requests that the Board of Commissioners approve a settlement of the above referenced lawsuit for the sum of \$202,500.00 for a claim arising out of the use of the Sheriff's Department's Rapid Response Team at the Gwinnett County Detention Center.

The settlement of this litigation would result in the lawsuit's dismissal and a full release of all claims again Gwinnett County and the Sheriff's Department. Please let us know if you have any questions with regard to this matter.

c: Glenn P. Stephens, County Administrator

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200586			
Department:	Law Department	Date Submitted:	06/08/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Mike Ludwiczak	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
of a settlement with Grzegorz Kozlowski in the case of Brian Bort, et al. v. Lt. Col Carl Sims, et al., United States District Court for the Northern District of Georgia, Civil Action File No. 1:15-cv-00808-SCJ, in the amount of \$105,000.00.			
Attachments	Justification		
Authorization:	Chairman's Signature?	No	
Staff Recommendation			
Department Head	mpludwiczak (6/9/2020)		
Attorney	mpludwiczak (6/10/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Risk Management	*	\$105,000	mbwoods (6/10/2020)
Finance Comments	*Upon approval adjust appropriations and revenue budget as necessary in the Risk Management Fund.			FinDir's Initials
				bjalexzulian (6/10/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<div style="border: 1px solid black; padding: 2px;">New Item</div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		



MEMORANDUM

TO: Chairman
District Commissioners

FROM: Michael P. Ludwiczak *ML*
County Attorney

SUBJECT: Brian Bort, et al. v. Lt. Col Carl Sims, et al.
United States District Court, Northern District of Georgia
Civil Action File No: 1:18-cv-00808-SCJ

GCID: 2020-0586

DATE: June 8, 2020

This agenda item requests that the Board of Commissioners approve a settlement with Grzegorz Kozlowski in the above referenced lawsuit for the sum of \$105,000.00 for a claim arising out of the use of the Sheriff's Department's Rapid Response Team at the Gwinnett County Detention Center.

The settlement of this litigation would result in the lawsuit's dismissal and a full release of all claims against Gwinnett County and the Sheriff's Department. Please let us know if you have any questions with regard to this matter.

c: Glenn P. Stephens, County Administrator

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200524			
Department:	Law Department	Date Submitted:	05/15/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jmcicora	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
for the Chairman to execute a Resolution consenting to the expansion of the Gateway85 Gwinnett Community Improvement District by approximately 7 parcels. Subject to approval as to form by the Law Department.			
Attachments	Justification Memo, Resolution, Certificate of Compliance		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/5/2020)		
Attorney	ylatorre (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/5/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wwweatherford (6/5/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		

MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Yvonne Latorre *YL*
Senior Assistant County Attorney

SUBJECT: GCID 2020-0524
Proposed Expansion of the Gateway85 Gwinnett Community Improvement District

DATE: June 1, 2020

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute a Resolution consenting to the expansion of the Gateway85 Gwinnett Community Improvement District.

BACKGROUND AND DISCUSSION

In 2016, the Gateway85 Gwinnett Community Improvement District (Gateway85 Gwinnett CID) was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Georgia Laws 2001, page 3709, as amended (CID Act). The Gateway85 Gwinnett CID has notified the County that it desires to expand the CID's boundaries by annexing approximately seven (7) parcels. In support of the expansion, the Gateway85 Gwinnett CID provided the County with a list of the parcels to be added to the Gateway85 Gwinnett CID, a map depicting the new proposed CID boundaries, and Resolutions by the Gateway85 Gwinnett CID Board, the city of Peachtree Corners, and the city of Norcross consenting to the expansion together with the required written consents of the property owners. In accordance with the CID Act, expansion of the boundaries of the Gateway85 Gwinnett CID requires the consent of the Board of Commissioners through the adoption of a Resolution consenting to the expansion.

As also required by the CID Act, the Tax Commissioner has certified that a majority of the owners of real property to be annexed and subject to taxation by the CID have consented to be included in the CID. Additionally, the Tax Commissioner has certified that the owners of real property within the area sought to be annexed which constitutes at least seventy-five percent by value of the property which will be subject to taxation have consented to be included in the CID.

If you have any questions with regard to this agenda item, please do not hesitate to contact me at 770-822-8701.

STATE OF GEORGIA

COUNTY OF GWINNETT

CERTIFICATE OF COMPLIANCE

COMES NOW the Tax Commissioner of Gwinnett County, Georgia, Richard Steele, and certifies that Subparagraphs (A) and (B) of Section 4, Paragraph (2), of the Gwinnett County Community Improvement Districts Act, 2001 Georgia Laws, Page 3709, et seq., as amended, have been satisfied with respect to the proposed 2020 Gateway85 Gwinnett Community Improvement District expansion.

This Certification is based upon the map of the proposed Gateway85 Gwinnett Community Improvement District expansion, prepared by Robert Michener, Director of Operations of the District. Said map is attached hereto as Exhibit "A" and by this reference is made a part hereof. This Certification is also based upon a review of the tax parcel list prepared by Robert Michener by the Tax Assessor's Office and the Tax Commissioner, is attached hereto as Exhibit "B" and by this reference is made a part hereof.

Robert Michener has presented the Resolution of the Gateway85 Gwinnett Community Improvement District Board consenting to the expansion, together with written consents to the inclusion of the expansion parcels within the Gateway85 Gwinnett Community Improvement District, said Resolution and consents being attached hereto as Exhibit "C" and by this reference made a part hereof:

1. A majority of the owners of the real property within the expansion area of the District which will be subject to taxes, fees and assessments levied by the Board of the District; and
2. The owners of real property within the expansion area of the District which constitutes at least seventy-five percent (75%) by value of all real property within the expansion area of the District which will be subject to taxes, fees and assessments levied by the Board. For this purpose, the value has been determined by the most recent approved County Ad Valorem Tax Digest.

This the 21st of May, 2020.

Maria Wade

Witness

Richard Steele

RICHARD STEELE
Tax Commissioner of
Gwinnett County, Georgia

Sworn to and subscribed before me
this 21st day of May, 2020.

Elizabeth Nailon

Notary Public

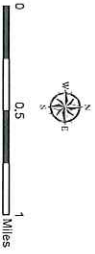
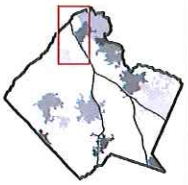


Approved as to Form:

Yvonne Latorre

Yvonne Latorre
Senior Assistant County Attorney

EXHIBIT A



GATEWAY 85 EXPANSION

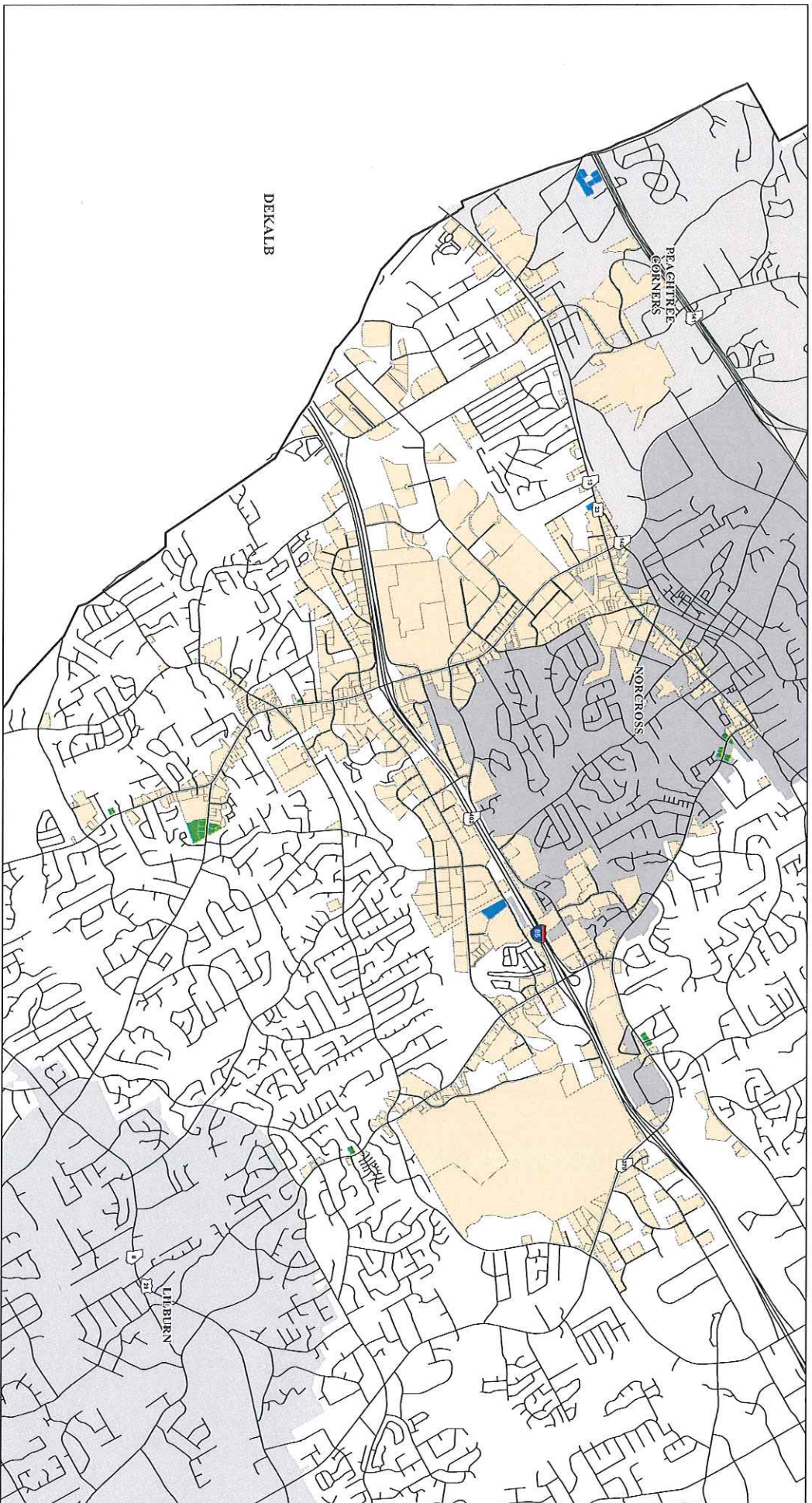


EXHIBIT B

2020 Gateway 85 CID Expansion

PIN	Owner of Record	Situs Address
R6198 006	Advanced Disposal Serv Atlanta	Goshen Springs
R6277 029	Amwiler Partners LLC	Amwiler Rd
R6277 132	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 136	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 011	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 135	WePartner 7094 PIB LLC	Peachtree Industrial
R6244 011	KAP GLOBAL INVESTMENT LLC	Buford Highway

Residential/Exempt (non-taxable)

R6164 133	PAUL PROHALADH & SABITRY S	4704 Jimmy Carter Blvd
R6164 134	DEBNATH PAPIA	4714 Jimmy Carter Blvd
R6195 066	CEDIEL ALVARO	5350 Jimmy Carter Blvd
R6212A026	NGUYEN LIEN THI BICH	1906 Sourwood Road
R6212A027	HUYNH VINH	1912 Beaver Ruin Road
R6212A028	NGUYEN GIAU	1918 Beaver Ruin Road
	ZIBANEJADRAD MAJID / ZIBANEJADRAD	
R6242 035	CLAUDIA A	2570 Beaver Ruin Road
R6242 032	MASTER LIFE INTERNATIONAL, INC	2610 Beaver Ruin Road
R6242 042	ACE HOMES LLC	2575 Beaver Ruin Road
R6242 043	CHONG HYO CHUL	2585 Beaver Ruin Road
R6242 044	CLARK ALAN B / CLARK MARSHA D	2591 Beaver Ruin Road
	TRAN LINH THAI / PHAM CHRISTINE	
R6242 048	PHUONG BACH	2605 Beaver Ruin Road
R6173 006	AMBIA PATRICIA G	1047 Indian Trail Lilburn Rd
R6169 137	GREEN MICHAEL EUGENE	1141 Rockbridge Rd
R6169 136	GRANBERRY JACQUELINE GAIL	1131 Rockbridge Rd
R6169 302	GRANBERRY MICHAEL DOERING JR	1121 Rockbridge Rd
	GRANBERRY JACQUELINE GAIL G / GREEN	
R6169 056	MICHAEL EUGENE	1131 Rockbridge Rd
R6169 011	BRITT LINDA ANN	1142 Rockbridge Rd
R6169 010	TA LINH MY	1132 Rockbridge Rd
R6169 437	TA LINH MY	Rockbridge Rd

EXHIBIT C

**RESOLUTION OF THE GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT DISTRICT BOARD
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created by Resolution of the Gwinnett County Commission on March 21, 2006 and by Resolution of the City of Norcross on March 27, 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the CID Board has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the CID Board has determined that the expansion of the CID would be in the best interest of the citizens of Gwinnett County, Norcross, and Peachtree Corners.

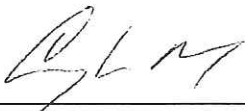
NOW, THEREFORE, BE IT RESOLVED, that the CID Board consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the CID Board this 15th day of may, 2020.



Shiv Aggarwal, Chairman

ATTEST:



Secretary

**RESOLUTION
OF THE
CITY OF PEACHTREE CORNERS
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created in 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City of Peachtree Corners has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the City of Peachtree Corners has determined that the expansion of the CID would be in the best interest of the citizens of Peachtree Corners.

NOW, THEREFORE, BE IT RESOLVED, that the City of Peachtree Corners consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the City of Peachtree Corners, Gwinnett County, Georgia this 20th day of May, 2020.

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT, STATE OF GEORGIA

RESOLUTION 2020-05-133

Mike Mason

Mike Mason, Mayor

ATTEST:

Kym Chereck
Kym Chereck, City Clerk



VOTE: ☒ Y ☐ N ☐ A Sadd / ☒ Y ☐ N ☐ A Christ / ☐ Y ☐ N ☐ A Wright / ☐ Y ☐ N ☐ A Mason / ☒ Y ☐ N ☐ A Aulbach / ☐ Y ☐ N ☐ A Christopher / ☒ Y ☐ N ☐ A Gratwick

**RESOLUTION
OF THE
CITY OF NORCROSS
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created by Resolution of the City of Norcross on March 27, 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would be in the best interest of the citizens of Norcross.

NOW, THEREFORE, BE IT RESOLVED, that the City of Norcross consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the City of Norcross, Gwinnett County, Georgia this 1 day of June, 2020.

Mayor

ATTEST:

City Clerk

WRITTEN CONSENT OF OWNER

STATE OF Georgia
COUNTY OF Gwinnett

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came MICHAEL GODIN, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R6277 132, R6277 135, R6277 136, R6277 011 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. WePartner 7094 PIB LLC is/are the owner/owners of the Realty described above.

3. The owner does designate MICHAEL GODIN as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Gateway85 Gwinnett Community Improvement District ("CID").

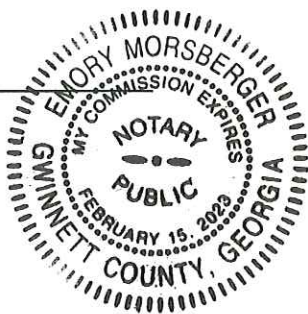
5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 17 day of JUNE, 2019.

[Signature]
Notary Public



[Signature] (SEAL)

WRITTEN CONSENT OF OWNER

STATE OF Georgia
COUNTY OF Gwinnett

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came MICHAEL GODIN, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R6277 029 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. Amwiler Partners LLC is/are the owner/owners of the Realty described above.

3. The owner does designate MICHAEL GODIN as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Gateway85 Gwinnett Community Improvement District ("CID").

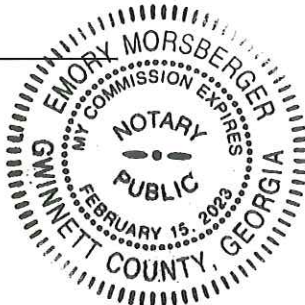
5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 17 day of JUNE, 2019.

Notary Public



[Signature] (SEAL)

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Charlie Gray, Southern Region Vice President, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) 6198 006 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. Advanced Disposal Serv Atlanta is/are the owner/owners of the Realty described above.

3. The owner does designate Steve Edwards as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Gateway85 Gwinnett Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 10 day of April, 2019.

Caren Elizabeth Owens
Notary Public



Charlie Gray (SEAL)

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

**RESOLUTION ENTITLED: RESOLUTION CONSENTING TO THE EXPANSION OF THE GATEWAY85
GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

ADOPTION DATE: JUNE 16, 2020

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte J. Nash, Chairman		
Jace W. Brooks, District 1		
Ben Ku, District 2		
Tommy Hunter, District 3		
Marlene Fosque, District 4		

On motion of Commissioner _____, which carried by a _____ vote, the Resolution entitled, **Resolution Consenting to the Expansion of the Gateway85 Gwinnett Community Improvement District**, as set forth below, is hereby adopted:

WHEREAS, the Gateway85 Gwinnett Community Improvement District was created on May 17, 2016; and

WHEREAS, Section 7 of the Gwinnett County Community Improvement Districts Act found at 2001 Georgia Laws, pages 3709, et seq. authorizes an expansion of the boundaries of a Community Improvement District subject to the following conditions:

1. Written consent of a majority of the owners of real property within the area sought to be annexed and which will be subject to taxes, fees, and assessments levied by the Board of the District;
2. Written consent of owners of real property within the area sought to be annexed which constitutes at least 75% by value of the property which will be subject to taxes, fees, and assessments levied by the Board. For this purpose, value shall be determined by the most recent approved County ad valorem tax digest;
3. The adoption of a resolution consenting to the annexation by the Board of the District; and
4. The adoption of a resolution consenting to the annexation by the governing authorities of Gwinnett County, if any portion of the District is or is to be in the unincorporated area of Gwinnett County, and such municipalities as may have area within the District before or after annexation; and

WHEREAS, the Gateway85 Gwinnett Community Improvement District has met the requirements of the Gwinnett County Community Improvement Districts Act as evidenced by the proposed boundary expansion map for the Gateway85 Gwinnett Community Improvement District attached hereto as Exhibit "A", the Resolution of the Gateway85 Gwinnett Community Improvement District Board, the Resolution of the city of Peachtree Corners, the Resolution of the city of

Norcross, and the written consents attached hereto as Exhibit "B", both exhibits being expressly made a part hereof; and

WHEREAS, the Gateway85 Gwinnett Community Improvement District has produced a list of parcels to be annexed, a map of the proposed new boundaries of the Community Improvement District, and a certification of the proposed new District boundaries by the Tax Commissioner of Gwinnett County; and

WHEREAS, the Board of Commissioners finds that the expansion of the Gateway85 Gwinnett Community Improvement District as set forth in Exhibit "A" is in the best interest of the electors of such District and the citizens of Gwinnett County;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners does hereby consent to the expansion of the Gateway85 Gwinnett Community Improvement District as set forth on Exhibit "A" to this Resolution. The Board further directs that the County Clerk forward a certified copy of this Resolution to the Secretary of State and the Department of Community Affairs.

This the 16th day of June, 2020.

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

By: _____ (SEAL)
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

By: _____

YVONNE LATORRE

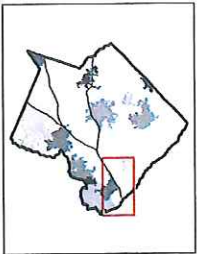
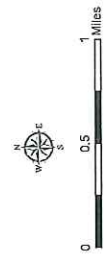
SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT A



- Road
- Member Parcel
- Expansion Parcel
- Residential Parcel
- City

GATEWAY 85 EXPANSION



2020 Gateway 85 CID Expansion

PIN	Owner of Record	Situs Address
R6198 006	Advanced Disposal Serv Atlanta	Goshen Springs
R6277 029	Amwiler Partners LLC	Amwiler Rd
R6277 132	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 136	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 011	WePartner 7094 PIB LLC	Peachtree Industrial
R6277 135	WePartner 7094 PIB LLC	Peachtree Industrial
R6244 011	KAP GLOBAL INVESTMENT LLC	Buford Highway

Residential/Exempt (non-taxable)

R6164 133	PAUL PROHALADH & SABITRY S	4704 Jimmy Carter Blvd
R6164 134	DEBNATH PAPIA	4714 Jimmy Carter Blvd
R6195 066	CEDIEL ALVARO	5350 Jimmy Carter Blvd
R6212A026	NGUYEN LIEN THI BICH	1906 Sourwood Road
R6212A027	HUYNH VINH	1912 Beaver Ruin Road
R6212A028	NGUYEN GIAU	1918 Beaver Ruin Road
	ZIBANEJADRAD MAJID / ZIBANEJADRAD	
R6242 035	CLAUDIA A	2570 Beaver Ruin Road
R6242 032	MASTER LIFE INTERNATIONAL, INC	2610 Beaver Ruin Road
R6242 042	ACE HOMES LLC	2575 Beaver Ruin Road
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	TRAN LINH THAI / PHAM CHRISTINE	
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R6173 006	AMBIA PATRICIA G	1047 Indian Trail Lilburn Rd
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	GRANBERRY JACQUELINE GAIL G / GREEN	
R6169 056	MICHAEL EUGENE	1131 Rockbridge Rd
R6169 011	BRITT LINDA ANN	1142 Rockbridge Rd
R6169 010	TA LINH MY	1132 Rockbridge Rd
R6169 437	TA LINH MY	Rockbridge Rd

EXHIBIT B

**RESOLUTION OF THE GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT DISTRICT BOARD
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created by Resolution of the Gwinnett County Commission on March 21, 2006 and by Resolution of the City of Norcross on March 27, 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the CID Board has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the CID Board has determined that the expansion of the CID would be in the best interest of the citizens of Gwinnett County, Norcross, and Peachtree Corners.

NOW, THEREFORE, BE IT RESOLVED, that the CID Board consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the CID Board this 15th day of may, 2020.



Shiv Aggarwal, Chairman

ATTEST:



Secretary

**RESOLUTION
OF THE
CITY OF PEACHTREE CORNERS
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created in 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City of Peachtree Corners has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the City of Peachtree Corners has determined that the expansion of the CID would be in the best interest of the citizens of Peachtree Corners.

NOW, THEREFORE, BE IT RESOLVED, that the City of Peachtree Corners consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the City of Peachtree Corners, Gwinnett County, Georgia this 20th day of May, 2020.

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT, STATE OF GEORGIA

RESOLUTION 2020-05-133

Mike Mason

Mike Mason, Mayor

ATTEST:

Kym Chereck
Kym Chereck, City Clerk



VOTE: ☒ YONOA Sadd / ☒ YONOA Christ / ☒ YONOA Wright / ☒ YONOA Mason / ☒ YONOA Aulbach / ☒ YONOA Christopher / ☒ YONOA Gratwick

**RESOLUTION
OF THE
CITY OF NORCROSS
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter "CID") was created by Resolution of the City of Norcross on March 27, 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would be in the best interest of the citizens of Norcross.

NOW, THEREFORE, BE IT RESOLVED, that the City of Norcross consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the City of Norcross, Gwinnett County, Georgia this 1 day of June, 2020.

Mayor

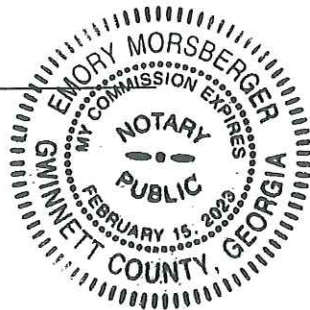
ATTEST:

City Clerk

STATE OF Georgia
COUNTY OF Gwinnett

_____ (SEAL)

Notary Public



WRITTEN CONSENT OF OWNER

STATE OF Georgia
COUNTY OF Gwinnett

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came MICHAEL GODIN, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R6277 029 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. Amwiler Partners LLC is/are the owner/owners of the Realty described above.

3. The owner does designate MICHAEL GODIN as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Gateway85 Gwinnett Community Improvement District ("CID").

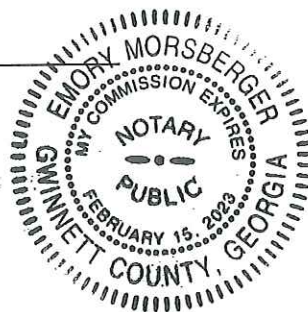
5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 17 day of JUNE, 2019.

[Signature]
Notary Public



[Signature] (SEAL)

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Charlie Gray, Southern Region Vice President, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) 6198 006 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. Advanced Disposal Serv Atlanta is/are the owner/owners of the Realty described above.

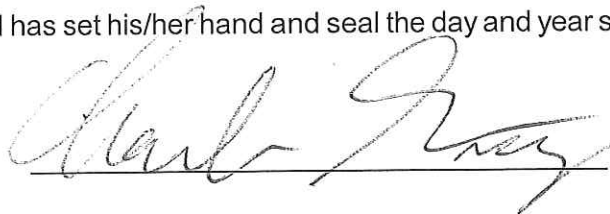
3. The owner does designate **Steve Edwards** as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Gateway85 Gwinnett Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

 (SEAL)

Sworn to and subscribed before
me, this 10 day of April, 20 19.

Caren Elizabeth Owens
Notary Public



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200525			
Department:	Law Department	Date Submitted:	05/15/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jmcicora	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
for the Chairman to execute a Resolution consenting to the expansion of the Sugarloaf Community Improvement District by approximately 8 parcels. Subject to approval as to form by the Law Department.			
Attachments	Justification Memo, Resolution, Certificate of Compliance		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/5/2020)		
Attorney	ylatorre (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/8/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (6/8/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> No Action Taken </div>
Action		
Tabled		
Motion		
2nd by		
Vote		

MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Yvonne Latorre *YL*
Senior Assistant County Attorney

SUBJECT: GCID 2020-0525
Proposed Expansion of the Sugarloaf Community Improvement District

DATE: May 28, 2020

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute a Resolution consenting to the expansion of the Sugarloaf Community Improvement District.

BACKGROUND AND DISCUSSION

In 2016, the Sugarloaf Community Improvement District (Sugarloaf CID) was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Georgia Laws 2001, page 3709, as amended (CID Act). The Sugarloaf CID has notified the County that it desires to expand the CID's boundaries by annexing approximately eight (8) parcels. In support of the expansion, the Sugarloaf CID provided the County with a list of the parcels to be added to the Sugarloaf CID, a map depicting the new proposed CID boundaries, and a Resolution by the Sugarloaf CID Board consenting to the expansion together with the required written consents of the property owners. In accordance with the CID Act, expansion of the boundaries of the Sugarloaf CID requires the consent of the Board of Commissioners through the adoption of a Resolution consenting to the expansion.

As also required by the CID Act, the Tax Commissioner has certified that a majority of the owners of real property to be annexed and subject to taxation by the CID have consented to be included in the CID. Additionally, the Tax Commissioner has certified that the owners of real property within the area sought to be annexed which constitutes at least seventy-five percent by value of the property which will be subject to taxation have consented to be included in the CID.

If you have any questions with regard to this agenda item, please do not hesitate to contact me at 770-822-8701.

STATE OF GEORGIA

COUNTY OF GWINNETT

CERTIFICATE OF COMPLIANCE

COMES NOW the Tax Commissioner of Gwinnett County, Georgia, Richard Steele, and certifies that Subparagraphs (A) and (B) of Section 4, Paragraph (2), of the Gwinnett County Community Improvement Districts Act, 2001 Georgia Laws, Page 3709, et seq., as amended, have been satisfied with respect to the proposed 2020 Sugarloaf Community Improvement District expansion.

This Certification is based upon the map of the proposed Sugarloaf Community Improvement District expansion, which was prepared by Alyssa Davis, Executive Director of the Sugarloaf Community Improvement District. The Sugarloaf Community Improvement District Expansion Map is attached hereto as Exhibit "A" and by this reference is made a part hereof. This Certification is also based upon a review of the tax parcel list prepared by Alyssa Davis. The tax parcel list has been reviewed by the Gwinnett County Tax Assessor's Office and the Tax Commissioner and is attached hereto as Exhibit "B" and by this reference is made a part hereof.

Alyssa Davis has presented the Resolution of the Sugarloaf Community Improvement District Board consenting to the expansion, together with written consents to the inclusion of the expansion parcels within the Sugarloaf Community Improvement District, said Resolution and consents being attached hereto as Exhibit "C" and by this reference made a part hereof:

1. A majority of the owners of the real property within the expansion area of the District which will be subject to taxes, fees and assessments levied by the Board of the District; and
2. The owners of real property within the expansion area of the District which constitutes at least seventy-five percent (75%) by value of all real property within the expansion area of the District which will be subject to taxes, fees and assessments levied by the Board. For this purpose, the value has been determined by the most recent approved County Ad Valorem Tax Digest.

This the 21st of May, 2020.

Maria W. [Signature]
Witness

[Signature]
RICHARD STEELE
Tax Commissioner of
Gwinnett County, Georgia

Sworn to and subscribed before me
this 21st day of May, 2020.

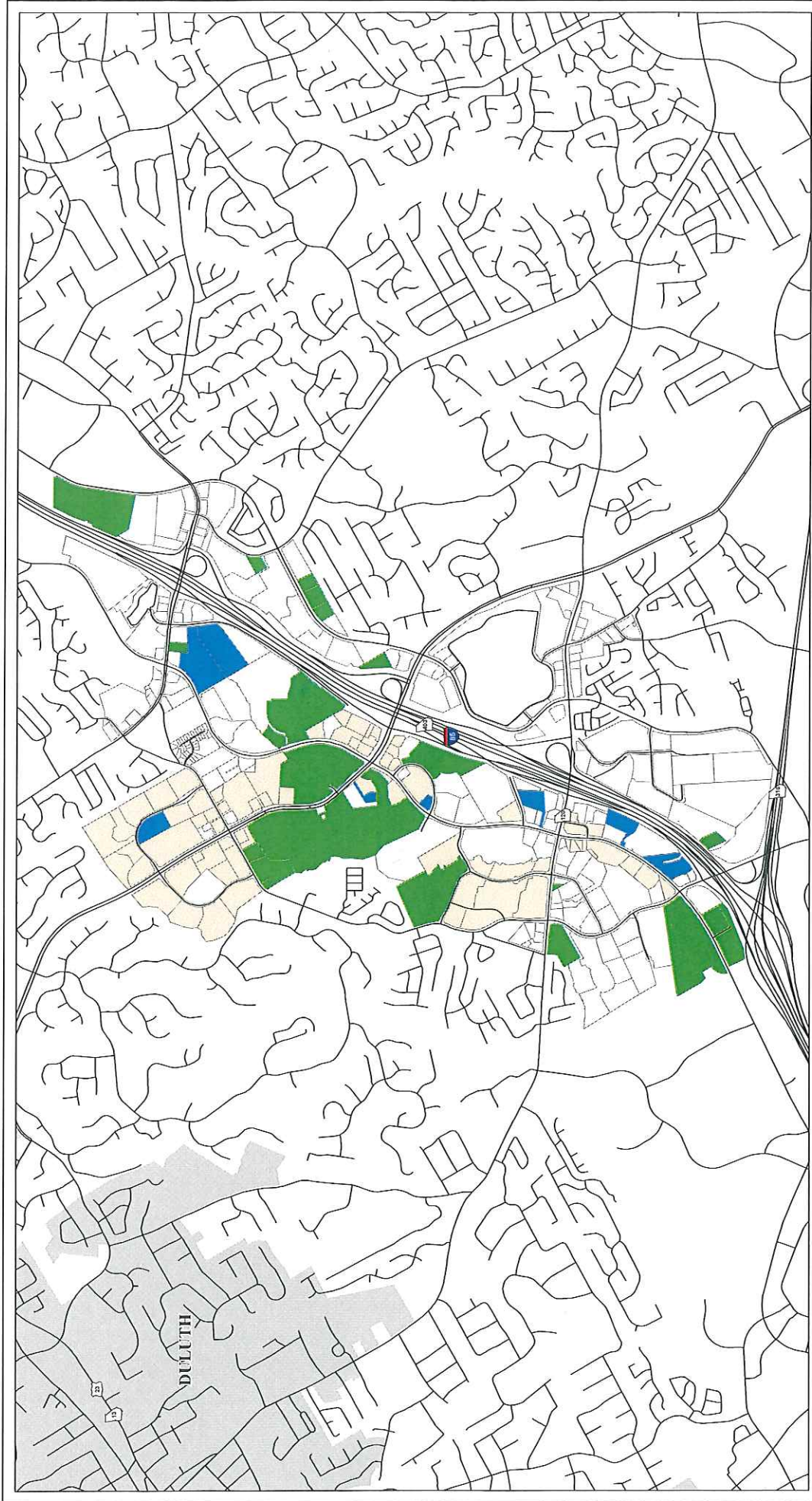
[Signature]
Notary Public

Approved as to Form:

[Signature]
Yvonne Latorre
Senior Assistant County Attorney



EXHIBIT A



- Road
- Service Area Parcel
- Sugarloaf CID Expansion
- Exempt Parcel
- Sugarloaf CID parcels
- City

SUGARLOAF CID EXPANSION

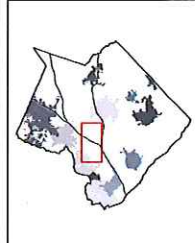
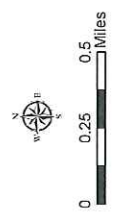


EXHIBIT B

2020 Sugarloaf CID Expansion

PIN	Owner of Record	Situs Address
R7079 006	SCHOFIELD GA HOLDINGS LLC	2560 SATELLITE BLVD
R7080 067	DUGAN FINANCING LLC	2450 SATELLITE BLVD
R7116 037	RECREATION RESOURCES INC	2300 SATELLITE BLVD
R7116 057	NEUSE INC	L1 SUGARLOAF CORPORATE CTR #1
R7122 190	HEAP HOLDINGS LLC	L1 SUGARLOAF PARKWAY
R7123 011	TEACHERS INC & ANNUITY ASSN	L2 BA SATELLITE DISTRIB CTR
R7123 014	TEACHERS INC & ANNUITY ASSN	L1 BA SATELLITE DISTRIB CTR
R7157 013	FFV GA DULUTH LLC	L2 BB BUSINESS PK SUGARLOAF 1

EXHIBIT C

**RESOLUTION OF THE SUGARLOAF
COMMUNITY IMPROVEMENT DISTRICT BOARD
CONSENTING TO EXPANSION OF
SUGARLOAF COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Sugarloaf Community Improvement District (hereinafter "CID") was created by Resolution of the Gwinnett County Commission on May 17, 2016; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the CID Board has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the CID Board has determined that the expansion of the CID would be in the best interest of the citizens of Gwinnett County.

NOW, THEREFORE, BE IT RESOLVED, that the CID Board consents to the expansion of the boundaries of the Sugarloaf Community Improvement District as attached hereto.

PASSED AND ADOPTED by the CID Board this 9th day of April, 2020.


R. Brand Morgan (Apr 13, 2020)

Brand Morgan, Chairman

ATTEST:


M. Scott Meadows (Apr 13, 2020)

Secretary

Parcel ID: R7116 037
Owner: RECREATION RESOURCES INC
Site Address: 6340 SATELLITE BLVD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Jack Burton, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7116 037 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. RECREATION RESOURCES INC is/are the owner/owners of the Realty described above.

3. The owner does designate Jack Burton as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 7th day of October, 2019.

Notary Public

R J COBLENTZ
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
expires
8-17-22

Parcel ID: R7123 011 , R7123 014
Owner: TEACHERS INC & ANNUITY ASSN
Site Address: 1610 Satellite Blvd , 1600 Cross Pointe Way

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Michael A. Swinh, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7123 011 , R7123 014 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. TEACHERS INC & ANNUITY ASSN is/are the owner/owners of the Realty described above.

3. The owner does designate Michael A. Swinh as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 28th day of January, 2020.

Notary Public

R J COBLENTZ
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
expires 8-17-2022

(SEAL)

Parcel ID: R7122 190
Owner: HEAP HOLDINGS LLC
Site Address: 6320 SUGARLOAF PKWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Alex Curley, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7122 190 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. HEAP HOLDINGS LLC is/are the owner/owners of the Realty described above.

3. The owner does designate Alex Curley as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 7th day of January, 2020.

Kelli Goldstein
Notary Public

(Signature) (SEAL)



Parcel ID: R7080 067
Owner: DUGAN FINANCING LLC
Site Address: 2450 Satellite Blvd

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came J. CHRISTOPHER BROWN, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7080 067 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. DUGAN FINANCING LLC is/are the owner/owners of the Realty described above.

3. The owner does designate J. CHRISTOPHER BROWN as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 12th day of March, 2020.

Susan Larson
Notary Public



J. Christopher Brown (SEAL)

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

**RESOLUTION ENTITLED: RESOLUTION CONSENTING TO THE EXPANSION OF THE SUGARLOAF
COMMUNITY IMPROVEMENT DISTRICT**

ADOPTION DATE: JUNE 16, 2020

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte J. Nash, Chairman		
Jace W. Brooks, District 1		
Ben Ku, District 2		
Tommy Hunter, District 3		
Marlene Fosque, District 4		

On motion of Commissioner _____, which carried by a _____ vote, the Resolution entitled, **Resolution Consenting to the Expansion of the Sugarloaf Community Improvement District**, as set forth below, is hereby adopted:

WHEREAS, the Sugarloaf Community Improvement District was created on May 17, 2016; and

WHEREAS, Section 7 of the Gwinnett County Community Improvement Districts Act found at 2001 Georgia Laws, pages 3709, et seq. authorizes an expansion of the boundaries of a Community Improvement District subject to the following conditions:

1. Written consent of a majority of the owners of real property within the area sought to be annexed and which will be subject to taxes, fees, and assessments levied by the Board of the District;
2. Written consent of owners of real property within the area sought to be annexed which constitutes at least 75% by value of the property which will be subject to taxes, fees, and assessments levied by the Board. For this purpose, value shall be determined by the most recent approved County ad valorem tax digest;
3. The adoption of a resolution consenting to the annexation by the Board of the District; and
4. The adoption of a resolution consenting to the annexation by the governing authorities of Gwinnett County, if any portion of the District is or is to be in the unincorporated area of Gwinnett County, and such municipalities as may have area within the District before or after annexation; and

WHEREAS, the Sugarloaf Community Improvement District has met the requirements of the Gwinnett County Community Improvement Districts Act as evidenced by the proposed boundary expansion map for the Sugarloaf Community Improvement District attached hereto as Exhibit "A", the Resolution of the Sugarloaf Community Improvement District Board, and the written consents attached hereto as Exhibit "B", both exhibits being expressly made a part hereof; and

WHEREAS, the Sugarloaf Community Improvement District has produced a list of parcels to be annexed, a map of the proposed new boundaries of the Community Improvement District, and a certification of the proposed new District boundaries by the Tax Commissioner of Gwinnett County; and

WHEREAS, the Board of Commissioners finds that the expansion of the Sugarloaf Community Improvement District as set forth in Exhibit "A" is in the best interest of the electors of such District and the citizens of Gwinnett County;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners does hereby consent to the expansion of the Sugarloaf Community Improvement District as set forth on Exhibit "A" to this Resolution. The Board further directs that the County Clerk forward a certified copy of this Resolution to the Secretary of State and the Department of Community Affairs.

This the 16th day of June, 2020.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

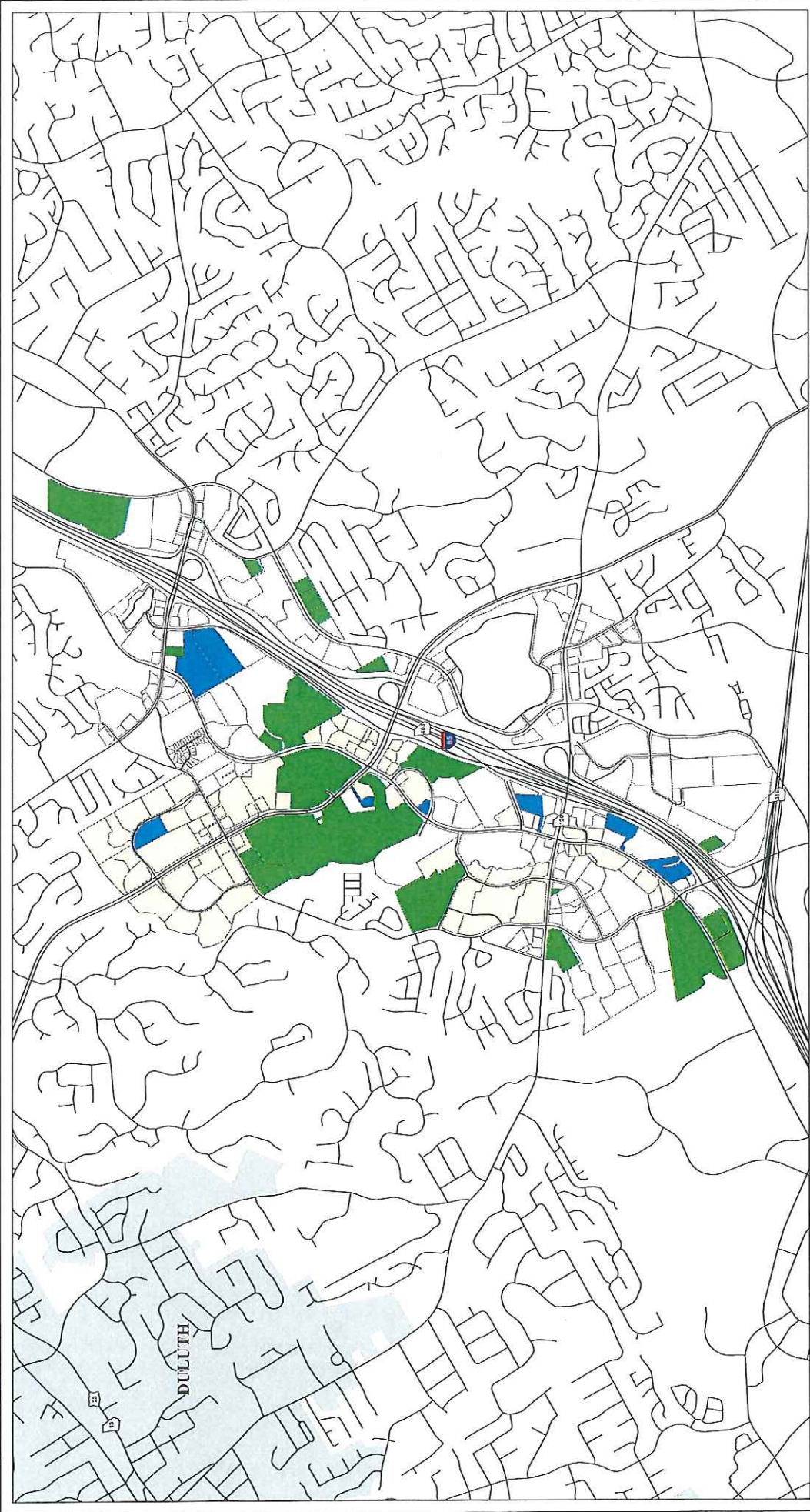
ATTEST:

BY: _____ (SEAL)
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
YVONNE LATORRE
SENIOR ASSISTANT COUNTY ATTORNEY

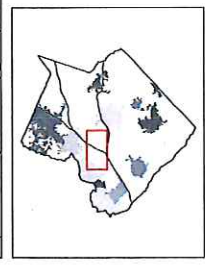
EXHIBIT A



- Road
- Service Area Parcel
- Sugarloaf CID Expansion
- Exempt Parcel
- Sugarloaf_CID_parcel
- City



SUGARLOAF CID EXPANSION



2020 Sugarloaf CID Expansion

PIN	Owner of Record	Situs Address
R7079 006	SCHOFIELD GA HOLDINGS LLC	2560 SATELLITE BLVD
R7080 067	DUGAN FINANCING LLC	2450 SATELLITE BLVD
R7116 037	RECREATION RESOURCES INC	2300 SATELLITE BLVD
R7116 057	NEUSE INC	L1 SUGARLOAF CORPORATE CTR #1
R7122 190	HEAP HOLDINGS LLC	L1 SUGARLOAF PARKWAY
R7123 011	TEACHERS INC & ANNUITY ASSN	L2 BA SATELLITE DISTRIB CTR
R7123 014	TEACHERS INC & ANNUITY ASSN	L1 BA SATELLITE DISTRIB CTR
R7157 013	FFV GA DULUTH LLC	L2 BB BUSINESS PK SUGARLOAF 1

EXHIBIT B

**RESOLUTION OF THE SUGARLOAF
COMMUNITY IMPROVEMENT DISTRICT BOARD
CONSENTING TO EXPANSION OF
SUGARLOAF COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Sugarloaf Community Improvement District (hereinafter "CID") was created by Resolution of the Gwinnett County Commission on May 17, 2016; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the CID Board has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the CID Board has determined that the expansion of the CID would be in the best interest of the citizens of Gwinnett County.

NOW, THEREFORE, BE IT RESOLVED, that the CID Board consents to the expansion of the boundaries of the Sugarloaf Community Improvement District as attached hereto.

PASSED AND ADOPTED by the CID Board this 9th day of April, 2020.


R. Brand Morgan (Apr 13, 2020)

Brand Morgan, Chairman

ATTEST:


M. Scott Meadows (Apr 13, 2020)

Secretary

Parcel ID: R7116 037
Owner: RECREATION RESOURCES INC
Site Address: 6340 SATELLITE BLVD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Jack Burton, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7116 037 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. RECREATION RESOURCES INC is/are the owner/owners of the Realty described above.

3. The owner does designate Jack Burton as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 7th day of October, 2019.

R J Coblentz
Notary Public

R J COBLENTZ
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
expires
8-17-22

[Signature] (SEAL)

Parcel ID: R7123 011, R7123 014
Owner: TEACHERS INC & ANNUITY ASSN
Site Address: 1610 Satellite Blvd, 1600 Cross Pointe Way

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Michael A. Swinh, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7123 011, R7123 014 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. TEACHERS INC & ANNUITY ASSN is/are the owner/owners of the Realty described above.

3. The owner does designate Michael A. Swinh as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 28th day of January, 2020.

Notary Public

R J COBLENTZ
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
expires 8-17-2022

[Signature] (SEAL)

Parcel ID: R7122 190
Owner: HEAP HOLDINGS LLC
Site Address: 6320 SUGARLOAF PKWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came Alex Curley, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7122 190 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. HEAP HOLDINGS LLC is/are the owner/owners of the Realty described above.

3. The owner does designate Alex Curley as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

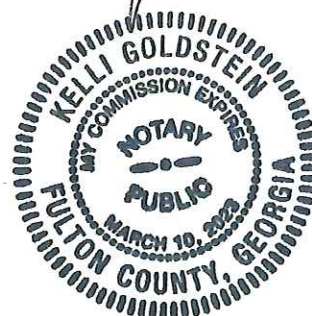
6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 7th day of January, 2020.

Kelli Goldstein
Notary Public

[Signature] (SEAL)



Parcel ID: R7080 067
Owner: DUGAN FINANCING LLC
Site Address: 2450 Satellite Blvd

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned attesting officer, duly authorized by law to administer oaths, came J. CHRISTOPHER BROWN, who, after first having been duly sworn, upon oath deposes and says:

1. The undersigned is/are the owner/owners, or the authorized representative of the owner, and has authority to bind the owner of the real property described as all that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel(s) R7080 067 on the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

2. DUGAN FINANCING LLC is/are the owner/owners of the Realty described above.

3. The owner does designate J. CHRISTOPHER BROWN as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under 2001 Ga. L. 3709, as amended, the Gwinnett County Community Improvement Districts Act ("Act").

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that Section 7 of the Act has been satisfied and by the Gwinnett County Board of Commissioners and/or any municipality with respect to the increase of the boundaries of the Sugarloaf Community Improvement District ("CID").

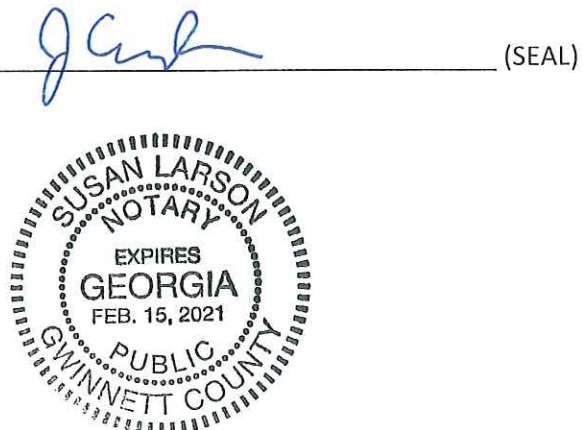
5. The undersigned acknowledges that if the above-described Realty is included within the CID, it will be subject to taxes, fees and assessments levied by the CID Board.

6. The owner/owners consent to the increase of the boundaries of the CID to include owner's above-described Realty pursuant to the Act.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year set forth below.

Sworn to and subscribed before
me, this 12th day of March, 2020.

Susan Larson
Notary Public



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200526			
Department:	Law Department	Date Submitted:	05/18/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jmcicora	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
for the Chairman to execute an Amendment to the Cooperation Agreement between Gwinnett County, the City of Lilburn, and the Lilburn Community Improvement District. Subject to approval as to form by the Law Department.			
Attachments	Amendment to contract, Justification Memo		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/5/2020)		
Attorney	ylatorre (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/5/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wwweatherford (6/5/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session		Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action			
Tabled			
Motion			
2nd by			

MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Yvonne Latorre *Y. by JAC*
Senior Assistant County Attorney

SUBJECT: GCID 2020-0526
Amendment to the Lilburn Community Improvement District Cooperation Agreement

DATE: May 21, 2020

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute an Amendment to the Lilburn Community Improvement District Cooperation Agreement between Gwinnett County, the City of Lilburn, and the Lilburn Community Improvement District Board.

BACKGROUND AND DISCUSSION

In 2010, the Lilburn Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Georgia Laws 2001, page 3709, as amended. The Gwinnett County Community Improvement Districts Act requires that services and facilities concerning a Community Improvement District (CID) be provided for in a Cooperation Agreement executed jointly by the CID Board, the Board of Commissioners of Gwinnett County, and any municipalities within which the CID is partially located. Pursuant to this law, the Lilburn CID Board, the Board of Commissioners, and the City of Lilburn entered into a Cooperation Agreement concerning the Lilburn CID.

The current Cooperation Agreement expires by its terms on June 30, 2020. This Amendment to the Cooperation Agreement proposed for your consideration would amend the Cooperation Agreement to extend the term to the life of the CID or 50 years, whichever is earlier. The Lilburn CID Board and the City of Lilburn have approved and executed the Amendment.

If you have any questions with regard to this agenda item, please do not hesitate to contact me at 770-822-8701.

STATE OF GEORGIA

COUNTY OF GWINNETT

AMENDMENT TO COOPERATION AGREEMENT

THIS AMENDMENT TO COOPERATION AGREEMENT is made and entered into effective the 1st day of July, 2020, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF LILBURN**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Lilburn"), and the **LILBURN COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board") (collectively referred to hereinafter as the "parties").

WHEREAS, on March 23, 2010, the Lilburn Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of Gwinnett County, the Lilburn City Council, and the CID Board; and

WHEREAS, the current Cooperation Agreement expires in accordance with its terms after June 30, 2020; and

WHEREAS, the parties wish to extend the term of the Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

Section 15 of the Cooperation Agreement, as amended, is stricken and replaced with: "This Agreement shall terminate upon expiration of the life of the District, but in no event exceeding 50 years, and shall not be modified except by formal written action of the parties."

WHEREFORE, the parties have caused this Amendment to Cooperation Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

ATTEST:

County Clerk

(SEAL)

APPROVED AS TO FORM:



County Attorney

GWINNETT COUNTY

By: _____

Chairman
Board of Commissioners

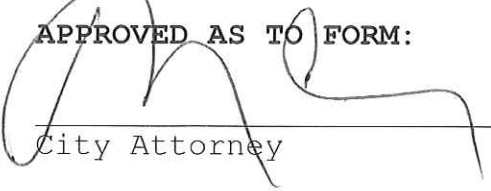
ATTEST:



City Clerk

(SEAL)


APPROVED AS TO FORM:



City Attorney

THE CITY OF LILBURN

By:




Mayor

LILBURN
COMMUNITY IMPROVEMENT
DISTRICT BOARD

ATTEST:

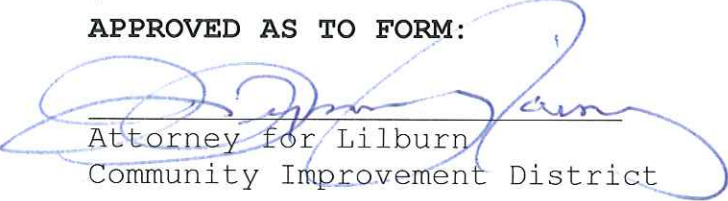
 
_____, SEC
Secretary

By:



Chairman

APPROVED AS TO FORM:



Attorney for Lilburn
Community Improvement District

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200527			
Department:	Law Department	Date Submitted:	05/18/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jmcicora	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
for the Chairman to execute the Third Amendment to the Cooperation Agreement between Gwinnett County and the Gwinnett Place Community Improvement District Board. Subject to approval as to form by the Law Department.			
Attachments	Amendment to contract, Justification Memo		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/5/2020)		
Attorney	ylatorre (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/5/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wwweatherford (6/5/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session		Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action			
Tabled			
Motion			
2nd by			

MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *MLP*
County Attorney

FROM: Yvonne Latorre *YV by TAC*
Senior Assistant County Attorney

SUBJECT: GCID 2020-0527
Third Amendment to Gwinnett Place Community Improvement District Cooperation Agreement

DATE: May 21, 2020

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute the Third Amendment to the Gwinnett Place Community Improvement District Cooperation Agreement between Gwinnett County and the Gwinnett Place Community Improvement District Board.

BACKGROUND AND DISCUSSION

In 2005, the Gwinnett Place Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Georgia Laws 2001, page 3709, as amended. The Gwinnett County Community Improvement Districts Act requires that services and facilities concerning a Community Improvement District (CID) be provided for in a Cooperation Agreement executed jointly by the CID Board, the Board of Commissioners of Gwinnett County, and any municipalities within which the CID is partially located. Pursuant to this law, the Gwinnett Place CID Board and the Board of Commissioners entered into a Cooperation Agreement concerning the Gwinnett Place CID.

The current Cooperation Agreement expires by its terms on June 30, 2020. This Third Amendment to the Cooperation Agreement proposed for your consideration would amend the Cooperation Agreement to extend the term to the life of the CID or 50 years, whichever is earlier. The Gwinnett Place CID Board has approved and executed the Third Amendment.

If you have any questions with regard to this agenda item, please do not hesitate to contact me at 770-822-8701.

STATE OF GEORGIA

COUNTY OF GWINNETT

THIRD AMENDMENT TO COOPERATION AGREEMENT

THIS THIRD AMENDMENT TO COOPERATION AGREEMENT is made and entered into effective the 1st day of July, 2020, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **GWINNETT PLACE COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board") (collectively referred to hereinafter as the "parties").

WHEREAS, on April 27, 2005, the Gwinnett Place Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of Gwinnett County and the CID Board; and

WHEREAS, the current Cooperation Agreement expires in accordance with its terms after June 30, 2020; and

WHEREAS, the parties wish to extend the term of the Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

Section 15 of the Cooperation Agreement, as amended, is stricken and replaced with: "This Agreement shall terminate upon expiration of the life of the District, but in no event exceeding 50 years, and shall not be modified except by formal written action of the parties."


WHEREFORE, the parties have caused this Third Amendment to Cooperation Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

ATTEST:

County Clerk

(SEAL)

APPROVED AS TO FORM:



County Attorney

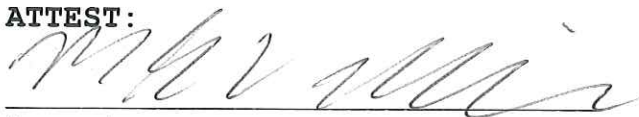
GWINNETT COUNTY

By: _____

Chairman
Board of Commissioners

GWINNETT PLACE
COMMUNITY IMPROVEMENT
DISTRICT BOARD

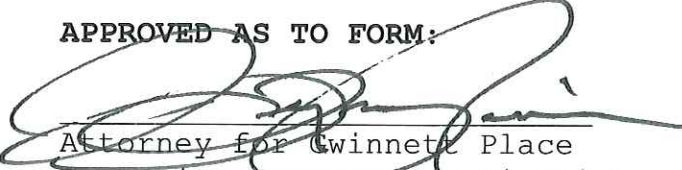
ATTEST:


Secretary

By:


Chairman

APPROVED AS TO FORM:


Attorney for Gwinnett Place
Community Improvement District

Gwinnett County Board of Commissioners Agenda Request

GCID #		Group With GCID #:		<input type="checkbox"/> Grants <input type="checkbox"/> Public Hearing	
20200528					
Department:	Law Department			Date Submitted:	05/18/2020
Working Session:	06/16/2020	Business Session:	06/16/2020	Public Hearing:	
Submitted By:	jmcicora			Multiple Depts?	
Agenda Type	Approval/authorization				
Item of Business:				Locked by Purchasing	No
for the Chairman to execute the Fourth Amendment to the Cooperation Agreement between Gwinnett County, the City of Norcross, the City of Peachtree Corners, and the Gateway85 Gwinnett Community Improvement District Board. Subject to approval as to form by the Law Department.					
Attachments	Amendment to contract, Justification Memo				
Authorization:	Chairman's Signature?	Yes			
Staff Recommendation					
Department Head	mpludwiczak (6/5/2020)				
Attorney	ylatorre (6/8/2020)				
Agenda Purpose Only					

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/5/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wweatherford (6/5/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held?	<input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken	
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		



MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Yvonne Latorre *YL*
Senior Assistant County Attorney

SUBJECT: GCID 2020-0528
Fourth Amendment to the Gateway85 Gwinnett Community Improvement District
Cooperation Agreement

DATE: May 21, 2020

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute the Fourth Amendment to the Gateway85 Gwinnett Community Improvement District Cooperation Agreement between Gwinnett County, the City of Norcross, the City of Peachtree Corners, and the Gateway85 Gwinnett Community Improvement District Board.

BACKGROUND AND DISCUSSION

In 2006, the Gateway85 Gwinnett Community Improvement District f/k/a the Gwinnett Village Community Improvement District (Gateway85 Gwinnett CID) was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Georgia Laws 2001, page 3709, as amended. The Gwinnett County Community Improvement Districts Act requires that services and facilities concerning a Community Improvement District (CID) be provided for in a Cooperation Agreement executed jointly by the CID Board, the Board of Commissioners of Gwinnett County, and any municipalities within which the CID is partially located. Pursuant to this law, the Gateway85 Gwinnett CID Board, the Board of Commissioners, the City of Norcross, and the City of Peachtree Corners entered into a Cooperation Agreement concerning the Gateway85 Gwinnett CID.

The current Cooperation Agreement expires by its terms on June 30, 2020. This Fourth Amendment to the Cooperation Agreement proposed for your consideration would amend the Cooperation Agreement to extend the term to the life of the CID or 50 years, whichever is earlier. The Gateway85 Gwinnett CID Board, the City of Norcross, and the City of Peachtree Corners have approved and executed the Fourth Amendment.

If you have any questions with regard to this agenda item, please do not hesitate to contact me at 770-822-8701.

STATE OF GEORGIA

COUNTY OF GWINNETT

FOURTH AMENDMENT TO COOPERATION AGREEMENT

THIS FOURTH AMENDMENT TO COOPERATION AGREEMENT is made and entered into effective the 1st day of July, 2020, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF NORCROSS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Norcross"), the **CITY OF PEACHTREE CORNERS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Peachtree Corners"), and the **GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board") (collectively referred to hereinafter as the "parties").

WHEREAS, on May 8, 2006, the Gateway85 Gwinnett Community Improvement District f/k/a Gwinnett Village Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of

Gwinnett County, the Norcross City Council, the Peachtree Corners City Council, and the CID Board; and

WHEREAS, the current Cooperation Agreement expires in accordance with its terms after June 30, 2020; and

WHEREAS, the parties wish to extend the term of the Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

Section 15 of the Cooperation Agreement, as amended, is stricken and replaced with: "This Agreement shall terminate upon expiration of the life of the District, but in no event exceeding 50 years, and shall not be modified except by formal written action of the parties."

WHEREFORE, the parties have caused this Fourth Amendment to Cooperation Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

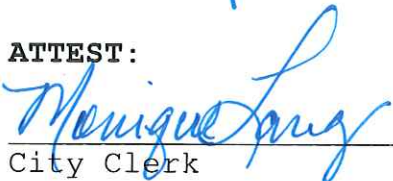
{Signatures on following pages}

APPROVED AS TO FORM:



City Attorney
for Norcross

ATTEST:



City Clerk

(SEAL)

THE CITY OF NORCROSS

By: 

Mayor



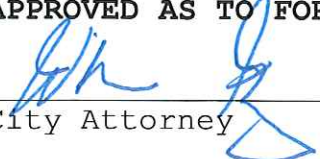
ATTEST:



City Clerk

(SEAL)

APPROVED AS TO FORM:



City Attorney

THE CITY OF PEACHTREE
CORNERS


By: 

Mayor




GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT
DISTRICT BOARD

ATTEST:



Secretary

By:



Chairman

APPROVED AS TO FORM:




Attorney for Gateway85 Gwinnett
Community Improvement District

ATTEST:

County Clerk

(SEAL)

APPROVED AS TO FORM:



County Attorney

GWINNETT COUNTY

By: _____

Chairman

Board of Commissioners

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200588			
Department:	Law Department	Date Submitted:	06/09/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Michael P. Ludwiczak	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
for the Chairman to execute the Second Amendments to the Agreements for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials between Gwinnett County and Advanced Disposal Services Atlanta, LLC; BFI Waste Services, LLC d/b/a as Republic Services of Georgia; Sanitation Solutions, Inc.; Southern Sanitation, Inc.; and Waste Pro of Georgia, Inc. Subject to approval as to form by the Law Department.			
Attachments	Justification Memo, Second Amendments to the Waste Hauler Agreements		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/10/2020)		
Attorney	tacox (6/10/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Solid Waste Op	*	**	mbwoods (6/10/2020)
Finance Comments	*Adjust appropriations and revenue as necessary in the Solid Waste Operating Fund to incorporate Host Fee and Recycling Fee in FY 2020. **For FY2020 the estimated increase for revenue is \$275,348 and estimated increase for expenditures is \$1,963,958. FY2021 will be subject to approval.			FinDir's Initials
				bjaalexzulan (6/10/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;"></div>
Action	 New Item	
Tabled		
Motion		
2nd by		



MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Theresa A. Cox *TAC*
Deputy County Attorney

SUBJECT: 2020-0588 – Second Amendments to Agreements for Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials

DATE: June 10, 2020

ITEM OF BUSINESS

Approval/authorization for the Chairman to execute the Second Amendments to the Agreements for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials between Gwinnett County and Advanced Disposal Services Atlanta, LLC; BFI Waste Services, LLC d/b/a as Republic Services of Georgia; Sanitation Solutions, Inc.; Southern Sanitation, Inc.; and Waste Pro of Georgia, Inc.

BACKGROUND AND DISCUSSION

On December 19, 2017, Gwinnett County entered into a First Amendment to the Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials ("First Amendment") with each of the five residential solid waste service providers. Since the First Amendment was executed, changes have occurred in state law related to fees paid to host local governments by a municipal solid waste disposal facility and changes have occurred in the recycling industry.

A proposed Second Amendment to the Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials ("Second Amendment") for each residential solid waste service provider is included as part of your agenda package for June 16, 2020.

Memo to Chairman and District Commissioners
June 10, 2020
Page 2

The Second Amendment amends the provisions of the First Amendment related to host fees, recycling, and service fee adjustments for changes in the law and recycling. The Second Amendment also adds notification requirements for liquidated damages and clarifies the manner in which certain liquidated damages will be imposed. Finally, the Second Amendment clarifies certain provisions related to time periods for reporting and resolving missed collection and complaints.

If you have any questions with regard to the proposed Second Amendments, please do not hesitate to contact me at (770) 822-8707.

**SECOND AMENDMENT TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL AND COLLECTION OF RESIDENTIAL SINGLE-
STREAM RECOVERED MATERIALS**

Between

GWINNETT COUNTY, GEORGIA

And

SOUTHERN SANITATION, INC.

TABLE OF CONTENTS

1.	TERM	2
2.	DEFINITIONS	2
3.	SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.....	9
4.	FEES AND PAYMENTS FOR SERVICES.....	11
5.	SERVICE FEE ADJUSTMENTS.....	14
6.	GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES	18
7.	SCHEDULE OF COLLECTION	20
8.	ELECTIVE SERVICES	20
9.	PUBLIC EDUCATION	20
10.	SPECIAL PROGRAMS	21
11.	PERSONNEL OF THE CONTRACTOR.....	21
12.	LITTER AND SPILLAGE	22
13.	DESIGNATED DISPOSAL AND PROCESSING LOCATIONS	23
14.	COLLECTION EQUIPMENT	23
15.	UNACCEPTABLE WASTE	25
16.	COMPLAINTS.....	25
17.	QUALITY OF PERFORMANCE OF CONTRACTOR	26
18.	MANNER OF COLLECTION GENERALLY	28
19.	NATURAL DISASTERS	29
20.	UNCONTROLLABLE CIRCUMSTANCES	29
21.	PERMITS AND LICENSES	29
22.	PERFORMANCE BOND.....	29
23.	EMPLOYEE WAGES AND BENEFITS	30
24.	INSURANCE	30
25.	INDEMNIFICATION.....	32
26.	ACCESS AND AUDITS	33

27.	POINT OF CONTACT	33
28.	NOTICE	33
29.	DEFAULT OF CONTRACT	34
30.	RIGHT TO REQUIRE PERFORMANCE	36
31.	TITLE TO WASTE	36
32.	GOVERNING LAW, DISPUTE RESOLUTION.....	36
33.	COMPLIANCE WITH LAWS	36
34.	SEVERABILITY	36
35.	TRANSFER AND ASSIGNMENT	36
36.	MODIFICATION.....	37
37.	INDEPENDENCE OF PARTIES TO AGREEMENT.....	37
38.	CHANGE OF LAW	37
39.	BINDING EFFECT	37
40.	TIME IS OF THE ESSENCE	37
41.	COUNTERPARTS.....	37
42.	CAPTIONS; DESIGNATIONS	37
43.	REPRESENTATIONS.....	37
44.	RECITALS	38
45.	CONSTRUCTION AND MODIFICATION.....	38

This Second Amendment To The Agreement For Residential Solid Waste Collection And Disposal And Collection Of Residential Single-Stream Recovered Materials is hereby made and entered into this —— day of June, 2020 (the “Effective Date”), between Gwinnett County, Georgia, a political subdivision of the State of Georgia organized and existing under the laws of the State of Georgia (the “County”), and, Southern Sanitation, Inc., a Georgia Corporation (hereinafter referred to as “Contractor”).

W I T N E S S E T H

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

WHEREAS, pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20, et. seq., the 2008 Comprehensive Solid Waste Management Plan, and Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010, as amended, Gwinnett County has the authority to determine the manner of collection and disposal of solid waste generated by residents of the County, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the County; and

WHEREAS, the parties entered into a previous Contract on May 23, 2010 for an eight-year term with a two-year option to renew the Contract; and

WHEREAS, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials and the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order; and

WHEREAS, the County and Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials on December 19, 2017 with an initial term beginning on July 1, 2018 and ending on June 30, 2026; and

WHEREAS, under the terms of First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials, Contractor was given an exclusive Contract in the designated Service Area for a specified period of time for the Collection Services as outlined in the First Amendment; and

WHEREAS, since the County and the Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential

Single-Stream Recovered Materials, there have been changes in the law and in the solid waste and recycling industry; and

WHEREAS, the County and Contractor desire to amend the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials to amend certain provisions to address changes in the law, to address changes in the recycling industry, and to clarify certain provisions and address; and

WHEREAS, it is deemed to be in the best interest of the County and the residents of the County for the County to enter into this Second Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with Contractor in order to ensure high quality services by Contractor to the County within the designated Service Area at reasonable rates to County residents; and

WHEREAS, the County 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.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. TERM:

The Term of this Second Amendment to the Agreement, as defined herein, shall be for the period beginning June 1, 2020, and expiring on June 30, 2026 (the “Initial Term”). Upon the expiration of the Initial Term, this Contract shall be automatically renewed for an additional two (2) year term (“Renewal Term”, together with the Initial Term, the “Term”) unless the County provides at least ninety (90) days prior written notice to the Contractor of its intent not to renew the Contract prior to the expiration of the Initial Term. The terms and conditions of this Contract during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be terminated during the Initial Term or Renewal Term pursuant to the provisions of section 29 below.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Adjustment Factor shall have the meaning set forth in section 5 below.

2.3 Base Collection Services shall mean those Collection Services provided in exchange for the Service Fee, excluding the collection services for Yard Trimmings.

2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4-.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

2.5 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, thus too large or too bulky to be collected during normal Residential Municipal Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

2.6 Clear Zone shall mean the unobstructed relatively flat area beyond the edge of the traveled way that allows a driver to stop safely or regain control of a vehicle that leaves the traveled way.

2.7 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods for transport elsewhere, or cause such to be done.

2.8 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, including related transportation, transfer, processing and/or disposal.

2.9 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.10 Construction and Demolition Waste (C&D Waste) shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

2.11 Consumer Price Index or CPI-U shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, All Items less energy, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.12 Contract shall mean this Contract between the County and Contractor.

2.13 Contract Year shall mean July 1 through June 30 of each calendar year.

2.14 Contractor shall mean

2.15 County shall mean Gwinnett County, Georgia.

2.16 Day shall mean calendar day.

2.17 Default shall mean a breach of this Contract by the Contractor or the County, which breach is not cured within the applicable cure period allowed herein.

2.18 Designated Collection Location shall mean where the edge of the Collection Cart and/or any Yard Trimmings, and/or any Bulky Waste, and/or any White Goods is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.19 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.20 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.21 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.22 Elective Services shall mean collection services offered by the Contractor, for a charge in addition to the Service Fee, which are arranged between the Contractor and the Service Unit, including costs for delivery of and collection from an additional Cart pursuant to section 3.2 below, and billed for separately by the Contractor excluding Yard Trimmings Collections.

2.23 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.24 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.25 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.26 Garbage shall mean food waste including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, as per Georgia Department of Natural Resources Rule 391-3-4-.01. Garbage does not include Unacceptable Waste.

2.27 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

2.28 Holiday shall mean New Year's Day, Thanksgiving Day, and/or Christmas Day.

2.29 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.30 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.31 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.32 Municipal Solid Waste (MSW) shall mean any solid waste derived from households including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes Yard Trimmings and commercial solid waste, but does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.33 New Customer shall mean any Owner of a newly constructed Service Unit.

2.34 Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor.

2.35 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises in unincorporated Gwinnett County.

2.36 Person shall mean the State of Georgia or any other state or any agency or institution thereof and any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.

2.37 Person with a Disability shall mean a service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article so long as he or she obtains a physician's certificate certifying such challenge and provides the physician's certificate to the Contractor. Person with a Disability shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.38 Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee as amended prior to or subsequent to the effective date of this Contract consistent with the

terms of this Contract.

2.39 Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of Solid Waste, and separation from Solid Waste or other handling of Recovered Materials for Recycling.

2.40 Processing Facility shall mean a Facility whose activities include, but are not limited to, the separation and preparation of Solid Waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity, and includes all aspects of its management (administration, personnel, land, equipment, building and other elements).

2.41 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.42 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.43 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

2.44 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

2.45 Recycling Processing Charge shall mean an amount added to the Service Fee to reflect the costs to Contractor related to processing of Residential Single-stream Recovered Materials collected from Service Units, adjusted annually in the manner described in Section 5.5 of the Contract.

2.46 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, Triplexes, Quadraplexes, or Mobile Homes.

2.47 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.48 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste, as per Cart Specifications in Appendix I.

2.49 Residential Recovered Materials Collection Service shall mean the Contractor's Collection and Processing of Residential Single-Stream Recovered Materials, in accordance with the terms of this Contract.

2.50 Residential Recovered Materials Storage Cart shall mean a plastic recycling cart

that will allow collection of Recovered Materials, meeting Residential Recovered Materials Storage Cart Specifications in Appendix I. The deployment of Residential Recovered Materials Storage Carts as set forth in this amended agreement shall be effective beginning July 1 2018.

2.51 Residential Service Provider shall mean Contractor.

2.52 Residential Single-stream Recovered Materials shall mean those materials as set forth in Appendix II, which may be amended in accordance with the provisions of Agreement, which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the Residential Municipal Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

2.53 Service Fee Adjustments shall have the meaning set forth in section 4.1.1 below.

2.54 Service Area shall mean the “Service Zone” assigned to Contractor and described herein in Appendix V.

2.55 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit, and in addition, the amount of the applicable Recycling Processing Charge.

2.56 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services unless such units request Residential Municipal Solid Waste Collection Services as provided by this Contract.

2.57 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.58 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.59 Special Programs shall have the meaning set forth in Section 10.

2.60 State shall mean the State of Georgia.

2.61 Term shall have the meaning set forth in section 1 above.

2.62 Tire shall mean a continuous solid or pneumatic rubber covering designed for

encircling the wheel.

2.63 Transfer Station shall mean a Facility, permitted by applicable law, used to transfer Solid Waste from one Collection Vehicle to another for transportation to a Disposal Facility or Processing Facility.

2.64 Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

2.65 Triplex shall mean a building designed exclusively for residential occupancy by three Families.

2.66 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.67 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.68 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the County. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.69 White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

2.70 Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and

vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all Treated Wood.

2.71 2010 Ordinance shall have the meaning set forth in section 29.2 below.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be Provided by Contractor

During Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services, and if requested, the right to provide Residential Recovered Materials Collection Service and Collection of Yard Trimmings in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area. The County 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 the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area as contemplated hereby during the Term hereof. The Contractor may charge extra, in addition to the Service Fee, for providing Yard Trimmings Collection service, and may, but is not required, to offer the service or Residential Recovered Materials Collection Service, on a different day of the week than the other Collection services. Non-Curbside Collection must also be offered to Persons with a Disability requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Persons with a Disability who have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Collection of Yard Trimmings, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the County to use the Collection Services offered by Contractor. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection

The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location.

3.1.2 Residential Single-stream Recovered Materials Collection

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Contractor will provide once per week Collection of Residential Single-stream Recovered Materials from a Contractor owned 65 gallon Residential Recovered Materials Storage Cart or a Contractor owned 18 gallon Residential Recovered Materials Storage bin. If not requested during new service set up, the Service Unit(s) must contact the Contractor directly to request Residential Recovered Materials Collection Service and shall timely place such Residential Single-stream Recovered Materials at the Designated Collection

Location for Collection by the Contractor. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recovered Materials Storage Cart in the Designated Collection Location. The list of acceptable Recovered Materials to be Collected upon request by the Service Unit is listed on Appendix II, but is subject to change after an annual review by the parties and by the mutual consent of the parties during the Term.

3.1.3 Bulky Waste and White Goods Collection

Once per week, the Contractor will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods. It is the responsibility of the Service Unit to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to Collect White Goods that do not meet these standards. The Collector must, however, notify the Service Unit of the reasons that the White Goods were not Collected. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such White Goods and/or Bulky Waste in the Designated Collection Location in compliance with this section 3.1.3.

3.1.4 Yard Trimmings Collection

Yard Trimming Collection shall be done on a weekly basis, under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit on a semi-annual, or annual, basis for Yard Trimming Collection, in addition to the Service Fee charged for the other Base Collection Services. Contractor shall offer collection of no more than three cubic yards per Collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags designed or suitable for containing Yard Trimmings, excluding Residential Municipal Waste Storage Carts, Residential Recovered Materials Storage Carts, and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle weighing not more than fifty (50) pounds. The Service Unit(s) will contact the Contractor directly to request Collection of Yard Trimmings and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Contractor. Yard Trimmings shall be Collected, and may upon collection be comingled with, Residential Municipal Solid Waste. In the event that the Contractor comingles Yard Trimmings with Residential Municipal Solid Waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

3.2 Storage Carts

Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Cart (“Cart”) and, if requested for the service, one 65 gallon Residential Single-stream Recovered Materials Storage Cart” or 18 gallon Residential Single-Stream

Storage bin as requested by the Service Unit. Contractor shall deliver the approximately 95 gallon Residential Municipal Solid Waste Storage Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Residential Municipal Solid Waste Storage Cart. Contractor will deliver carts and/or bins within ten (10) business days of the request by the Service Unit. These Carts may be new, or if in good working condition and clean, may be refurbished. All Carts must, however, meet the specifications set out in Appendix I hereto. Contractor will provide additional Cart(s) to any Service Unit requesting them. The Service Unit will reimburse the Contractor for all costs and expenses incurred in the delivery of additional Carts, and the Contractor shall be permitted to charge additional Service Fee for Collection from the additional Cart(s). Contractor will be responsible for the purchasing, assembly, delivery (including copies of the educational information, if any, provided by the County as camera ready copy), maintenance and replacement of all Carts used in providing Collection Services. All Carts will remain the property of the Contractor.

3.3 Missed Collections

Contractor will be responsible for receiving all reports of missed Collections from Service Units, rectifying the missed Collection with Service Unit and providing this information on required reports within twenty-four hours of the Missed Collection except if such deadline occurs on a Sunday or a Holiday then by the end of the next business day to the County. In the event the missed Collection was due solely to the fault of the Contractor and such missed Collection was not due to Uncontrollable Circumstances, Contractor shall provide the applicable Collection Service to the Service Unit within twenty-four (24) hours of the report of the Missed Collection, except if missed Collection deadline falls on Sunday or a Holiday, then the deadline will be end of the day the next business day. In the event the missed Collection was due to any act or failure to act by the Service Unit and/or the County, Contractor shall not schedule or perform an additional pickup and Contractor shall continue to receive the entire Service Fee for the Service Unit.

3.3.1 If Contractor determines that a route will be delayed or unfinished, Contractor shall provide the County notification by email which identifies the area with specificity that was not served, the number of residential units affected, the reason the route was delayed or unfinished and the estimated day and time the service will be completed.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Service Fees

The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$17.91 for the period from January 1, 2018 through June 30, 2018. The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$16.66per Service Unit per month beginning on July 1, 2018 (the Service Fee). This Service Fee for the Base Collection Services constitutes a seven percent (7%) reduction from the Service Fee for Base Collection Services scheduled to be effective on January 1,

2018. In the event that the Service Unit receives a Senior Discount, however, the County shall pay the Contractor the Service Fee less the amount of the Senior Discount for such Service Unit. The Contractor shall be entitled to a Service Fee for each Service Unit if Contractor has delivered a Cart to the Service Unit and the Owner of that Service Unit has not notified Contractor in writing or notified the County that the Service Unit is no longer occupied. The Service Fee shall be subject to adjustment as provided in section 4.1.1 below which adjustments shall be made in accordance with section 4.1.2 below. The Service Fee includes Residential Recovered Materials Collection Services. Services if elected by the Service Unit, provided however, to encourage Recycling, there will be no reduction in the Service Fee if Residential Recovered Materials Collection Services is not elected. Furthermore, Contractor may, within its Service Area, contract directly with residents on a semi-annual basis for the collection and disposal of Yard Trimmings at a rate of \$60.00 per Service Unit for such collection and disposal service to be paid semi-annually without proration for service provided at any time during any of the six (6) months of January through June or at any time during any of the six (6) months of July through December. The semi-annual rate may be charged to a resident only if service is provided during a six-month period as aforesaid. Contractor may suspend Yard Trimmings Collection services for nonpayment upon notice to County and Owner. In the event that an owner of a Storage Unit requests collection and disposal of Yard Trimmings and agrees to twelve (12) months of continuous Yard Trimmings service, the Contractor shall provide a twenty-five percent (25%) discount for collection and disposal of Yard Trimmings effective July 1, 2018. The Service Fees will be invoiced and calculated as provided in section 4.2 below. The Contractor shall be paid the Service Fees irrespective of whether or not the County collects amounts owed from the Service Unit.

4.1.1 Adjustments to Service Fee

The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 5.1 below), increases and decreases in cost of Diesel Fuel (as provided in section 5.2 below), increases and decreases in the cost of recycling (as provided in section 5.3 below), and increases due to Change in Law. (as provided in section 5.4 below) (collectively "Service Fee Adjustments").

4.1.2 Payment of Adjustments to Service Fees

The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the County on or before May 1 of each Contract Year ("Service Fee Adjustment Notice"). The Service Fee Adjustments shall be based on the 12 month period from April 1 to March 31 of each year during the Term ("Base Year"). The Service Fee Adjustments will be included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the County, commencing January 1, 2020 ("Service Fee Adjustment Date").

4.1.3 Discounts for Seniors

Contractor shall provide a twenty-five percent (25%) discount to each Service Unit for which an owner of the Service Unit has submitted an affidavit to the Contractor verifying that such owner is sixty-two (62)

years of age or older and verifying that the Service Unit address is the owner's primary residence. The Senior Discount shall commence on the first day of the second month following the owner's submission of the affidavit.

4.2 Invoicing

Prior to the effective date of this Contract, Contractor will provide the County with an electronic list containing the street address of each Service Unit and total number of Service Units within the Contractor's Service Area ("Initial Service List"). Without additional fees or payments the County shall cooperate with Contractor in completing the Initial Service List and shall provide that electronic stored information in the County's possession or control that is or may be helpful to Contractor in compiling the Initial Service List. Thereafter, each month along with its invoice (as provided below), Contractor shall provide an electronic list containing the addresses and total number of Service Units, the Owners of which have provided Contractor with written notice that the Service Unit is no longer occupied, Collection Services need to be discontinued and the Cart(s) and Bin picked up or the Service Unit has subsequently become occupied or reoccupied, Collection Services needed to be commenced or recommenced. No later than the second (2nd) day of each calendar month, the Contractor shall submit to the County a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees"). Such Statement of Service Fees shall list monthly payments due the Contractor based on the Service Fee, Service Fee Adjustments, and upon the calculation of Service Units determined by the Contractor pursuant to section 4.1 and this section 4.2. The statement must include:

- 4.2.1** The number of Service Units calculated in accordance with sections 4.1 and 4.2;
- 4.2.2** Any liquidated damages assessed by the County; and
- 4.2.3** Service Fee Adjustment

4.3 County Administration Fee

The County may charge each Service Unit for administration and related expenses ("County Administration Fee") which may be modified by the County at its discretion. The County Administration Fee shall be retained by the County.

4.4 Payment

No later than the tenth (10th) day of each calendar month, the County shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the County shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees

5. SERVICE FEE ADJUSTMENTS

All service fee adjustments related to this section or any other section in this agreement shall be provided to the County by May 1 of the calendar year preceding the calendar year the adjustments are to be effective for consideration as part of the annual Service Fee Adjustment Notice process. Any notifications received after May 1 will be considered during the next annual Service Fee Adjustment Notice process. All service fee adjustments become effective on the Service Fee Adjustment date (January 1 of the year following the Adjustment Notice to the County).

5.1 Service Fee CPI-U Adjustment

The CPI-U shall be used to calculate Service Fee Adjustments subject to the provisions of sections 4.1.1 and 4.1.2 above. During the Term, the Service Fee shall be adjusted based upon the Adjustment Factor beginning on January 1, 2020. The Adjustment Factor shall be equal to 70 percent (70%) of the increase, if any, in the inflation index, CPI-U, which occurred during the preceding Base Year. The Contractor's then current Service Fees for each Collection Service shall be adjusted by multiplying each by the Adjustment Factor. The Service Fee CPI-U Adjustment will be paid in accordance with section 4.1 above. Provided, however, and subject to section 5.4 below, Service Fee Adjustments for increases in the CPI-U during the Initial Term shall not exceed 21% in the aggregate.

5.2 Service Fee Fuel Adjustment

During the Term, the Service Fee shall be adjusted for increases and decreases in the average cost of No. 2 Diesel Ultra Low Sulfur Fuel ("Fuel") as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers, including taxes (the "Index") for each Base Year over or under the Base Cost per Gallon of Fuel of \$2.76 per gallon. Each "Base Year" shall have the same meaning as set forth in section 4.1.2.

5.2.1 Determination of Annual Fuel Usage and Fuel Adjustment

For the purpose of calculating the Service Fee Fuel Adjustment, Fuel Usage for the Initial Term shall be calculated as follows:

On or before April 15, 2019, all contractors providing Collection Services in Gwinnett County pursuant to the Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials contract (the "Hauler Contracts" or "Hauler Contract"; each contractor with a Hauler Contract shall be referred to in this section 5.2 as "Haulers" or "Hauler") shall report to the County the number of gallons of Fuel used in providing Collection Services under the Hauler Contracts by each Hauler in that First Contract Year through March 31, 2019 (July 1, 2018 through March 31, 2019). The Fuel Usage for the First Contract Year through March 31, 2019 shall be annualized by dividing the total Fuel Usage for all the Haulers by the number of completed months 9 and multiplying the result by 12, the result shall be referred to as the gallons of Fuel used in the First Contract Year. Notwithstanding the amount of fuel actually consumed by the Haulers, for all Contract Years, Fuel Usage

shall mean the gallons of Fuel used in the First Contract Year by all Haulers, as determined above, reduced by 1.5% cumulative each Contract Year (“Annual Fuel Usage”). To determine Service Fee Fuel Adjustment for each Hauler, for each Base Year, the Base Costs per gallon of Fuel (\$2.76) will be subtracted from the daily average cost of Fuel per gallon for each Base Year as reported on the Index. The positive or negative result of the immediately preceding calculation will then be multiplied by the applicable Annual Fuel Usage for the Contract Year that terminates within the Base Year. The result of this calculation will be divided by the average number of Service Units within the County receiving Collection Services from all the Haulers for the First Contract Year to obtain the average Per Unit Fuel Adjustment. The total Annual Fuel Adjustment for each Hauler for each Base Year shall be obtained by multiplying the average Service Units in that Hauler's Service Area during the First Contract Year by the average Per Unit Fuel Adjustment to obtain the Annual Fuel Adjustment for each Hauler. The Annual Fuel Adjustment for each Hauler will be paid in equal monthly installments (1/12) as provided in section 4.1.2. Except as otherwise provided in section 5.4 below, for the purpose of this calculation only, the average number of Service Units within the County and the average number of Service Units in each such Hauler Service Area will remain fixed during the Initial Term.

The above calculation is represented by the following Formula:

A	Annual Fuel Usage which is consumption of Fuel during the First Contract Year for all Haulers, reduced by a cumulative 1.5% per year for each Contract Year after the First Contract Year.
B	The positive or negative result from subtracting the Base Cost per gallon of Fuel (\$2.76) from the daily average of Fuel during each Base Year as reported on the Index.
C	Average number of Service Units in the County during First Contract Year.
D	Average number of Service Units in each contractor Service Area during the First Contract Year.

A x B = Global Fuel Adjustment for all Haulers for each Base Year (GFA)

GFA ÷ C = Per Unit Fuel Adjustment (PUFA)

PUFA x D = Annual Fuel Adjustment for each Hauler (HAFA)

HAFA ÷ 12 = Monthly Service Fee Fuel Adjustment for each Hauler paid under section 4.1.

Exhibit 2 attached hereto provides an illustration using assumption of how and when the Service Fee Fuel Adjustment is calculated.

5.2.2 CAP

Except as otherwise provided in section 5.4 below, during the Initial Term the Service Fee Fuel Adjustment shall not exceed \$2.00 per gallon over \$2.76.

5.3 Annual Recycling Processing Charge Adjustment

Beginning with the Annual Service Fee adjustments to become effective for the year 2022, the County and the Contractor will review and evaluate at the time of each Annual Service Fee adjustment whether the current Recycling Processing Charge should be increased or decreased, based upon a determination of the change in value during the preceding Base Year of the standard composition of Residential Single-stream Recovered Materials collected by Contractor from Service Units and delivered to a Processing Facility.

County and Contractor agree there are three relevant constants for purposes of the foregoing value determination: (1) the average percentage composition of Recyclables, which Contractor and the County agree is accurately reflected in the Recyclables matrix which is found in Appendix IIA hereto; (2) Contractor collects an average of 6 pounds per week of Recovered Materials from an individual Service Unit, equivalent to a total of 312 pounds per Service Unit per year, which in turn equates to 15% of one ton of Recovered Materials collected from each Service Unit on an annual basis; (3) the current value per ton of Recovered Materials listed in Appendix IIA is accurately and reliably determined based on the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The cost for transportation and disposal of the “Residual” component in the Recovered Materials Matrix in Appendix IIA shall be a baseline amount of \$60.00 per ton. That baseline amount shall be adjusted by the increase or decrease during the preceding twelve (12) month period in the CPI-U Index for the “Water, Sewer, and Trash Collection Service” expenditure category. (By way of example only, if the CPI-U Index for that category goes up by 3% over the preceding Base Year, the applicable cost of transportation and disposal per ton of Residual would increase by 3% to \$61.80 per ton.) The parties agree the applicable value of a ton of Recovered Materials as of April 1, 2020, determined in accordance with the foregoing method and reflected in Appendix IIA is \$29.95.

Utilizing these constants, Contractor shall determine the change in value of a ton of Recovered Materials during the preceding Base Year as provided in Section 4.1.2, with the first Recycling Processing Charge adjustment to be determined on or before May 1, 2021, and determine the corresponding change in value of the amount of Recovered Materials collected annually from a Service Unit based on the second constant above (Change in Value per Ton x 15%). The Contractor shall submit the resulting calculation along with the information used to determine such calculation, including but not limited

to the applicable information from the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The amount resulting from that computation and verified by the County, divided by twelve (12) months, shall be the amount of the applicable adjustment to the Recycling Processing Charge upon the effective date of that annual Recycling Processing Fee adjustment.

If the foregoing calculation reflects a decrease in the value of Recovered Materials during the preceding twelve (12) month period, the Service Fee shall be increased by the adjustment amount, and, if the change in value of Recovered Materials during the preceding twelve (12) month period reflects an increase in the value of Recovered Materials, the Recycling Processing Charge shall be reduced by that adjustment amount.

5.4 Other Service Fee Adjustments

The County agrees that Contractor may also increase rates from time to time, to adjust for the following: increases in operational costs or expenses incurred by the Contractor as a result of a “Change In Law,” whether imposed retroactively or prospectively. If any increases in operational costs or expenses are incurred by the Contractor as the result of a Change In Law that is enacted after the May 1 service fee adjustment deadline, the County will work with the Contractor to reimburse such increased costs or expenses resulting directly from the Change In Law. A Change In Law means any amendment to, or promulgation of any federal, state, county, city, or local statute, regulation, or ordinance after the date of this Contract that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Collection Services; (ii) the operation of the applicable Disposal Facility, Transfer Station or Processing Facility; or (iii) the disposal of Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Collection Services. Change in Law shall include fees, surcharges, or other charges imposed by ordinance or agreement for a waste disposal facility by a host local government pursuant to the provisions of O.C.G.A. 12-8-39(d). The term Change in Law shall not include an amendment to Gwinnett County Solid Waste Ordinance or the Gwinnett County Solid Waste Management Plan.

5.4.1. Host Fee Adjustment

In 2018, the Georgia General Assembly passed House Bill 792 which amended Code Section §12-8-39(d) to increase the mandatory minimum surcharge fee payable to host communities (host fee) by private landfill facilities in the amount of \$1.50 per ton, which increased the mandatory host fee payable to host local governments to \$2.50 per ton effective July 1, 2019. Pursuant to House Bill 792, the County has paid and shall directly pay the Contractor \$0.18 per residential unit per month from January through December 2020, which includes the total fee increase for the 18-month period of July 1, 2019, through December 31, 2020. In addition, the County shall pay the Contractor \$0.12 cents per residential unit per

month for the period January 1, 2021, through December 31, 2021. Beginning January 1, 2022, this fee shall be included as part of the residential service fee and will be included on individual property tax bills until such time as there is a change in state law.

5.4.2 Recycling Fee Adjustment.

From January 1, 2020 through December 31, 2021, the County shall pay the Contractor as part of the Service Fee a Recycling Processing Charge in the amount of \$0.82 per Service Unit. Thereafter, the Recycling Processing Charge shall be adjusted annually in accordance with the provisions in Section 5.3.

5.5 Undue Hardship

Contractor may provide notice to the County that the caps on the Service Fee CPI-U Adjustments (section 5.1) or the caps on the Service Fee Fuel Adjustment (section 5.2) are overly burdensome. Upon such notice, the County will negotiate in good faith to amend in a commercially reasonable manner how Service Fee Adjustments are calculated or the caps are adjusted. Furthermore, if at any time after the first Contract Year the Service Area is modified, County and Contractor agree to negotiate in good faith to modify how fuel usage is determined for the purpose of calculating the Service Fee Fuel Adjustment under section 5.2.

6. GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES

Collection of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods from each Service Unit will be performed weekly by Contractor in accordance with all performance requirements set forth in this Contract.

6.1 Contractor Responsibilities

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner or the County that the Service Unit has become occupied.

6.1.2 Direct Billing: Contractor's billing and collection responsibilities shall be limited only to Elective Services and to Collection of Yard Trimmings. Collection of Yard Trimmings from each Service Unit will be performed under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit for Collection of Yard Trimmings, in addition to the Service Fee charged for the other Base Collection Services.

6.1.3 Termination of Service: Contractor shall have the right to suspend any Collection Service due to nonpayment of the Service Fees including any Service Fee Adjustments, by the County upon 14 days' actual notice to the County, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of such nonpayment. Further, Contractor shall have the right to terminate or

suspend all Elective Services or any Yard Trimmings collection service, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of nonpayment of fees due and owing to the Contractor by the Service Unit.

6.1.4 Collection, Processing and Disposal: Contractor shall deliver all Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste, and/or White Goods collected by Contractor to a Transfer Station, Processing Facility or Disposal Facility as determined by the Contractor. Any processing and/or disposal fees are to be paid to the applicable Transfer Station, Processing Facility or Disposal Facility by Contractor. Contractor shall maintain accurate records of the quantities of materials transported to such Transfer Station, Processing Facility, or Disposal Facility for a period of three (3) years. Such records shall include, but not be limited to, tonnage figures showing total recovered materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing this information.

6.1.5 Suitable Yard Trimming Set-Outs: If so requested by a Service Unit, the Contractor will collect Yard Trimmings set-outs that meet the specifications set forth in section 3.1.4.

6.1.6 Notification of Improper Set-Outs: The Contractor will be responsible for clearly communicating County, to a Service Unit, any legitimate ground for refusal to provide Collection Services for any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the County, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) with respect to White Goods, empty all foods and liquids, have any CFCs and PCBs evacuated and captured by a certified technician in accordance with law, and/or remove doors from freezers and refrigerators, (ii) timely place for Collection any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings at the Designated Collection Location in accordance with this Contract, (iii) placement of Residential Municipal Solid Waste in the Residential Recovered Materials Storage Cart intended for Residential Single-stream Recovered Materials or (iv) placement of Unacceptable Waste in the Residential Municipal Solid Waste Storage Cart.

6.2 County Responsibilities

6.2.1 Initiation of Accounts and Billing: The County will be responsible for billing and collecting the Service Fee for all Base Collection Services from existing Service Units and New Customers based upon occupancy permits issued by the County.

6.2.2 Public Education and Outreach: In coordination with and at the direction of Gwinnett County, the Contractor will be responsible for conducting formal public education programs and outreach related to the Collection Services. The County may provide public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts. The public education and outreach provisions of this amended agreement shall be effective beginning on July 1, 2018.

6.2.3 Service Referrals: The County will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the County becomes aware that are not reported directly to the Contractor.

6.2.4 Monitoring Contractor Compliance: The County is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The Contractor shall input any and all service unit data into the County's Customer Relationship Management System within twenty-four (24) hours of receipt such information by the Contractor or if the information is received on a Sunday or a Holiday then by the end of the next business day. The County may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner and in compliance with this Contract in accordance with section 26 of this Contract.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 7:00 am and 6:30 pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor or County may request a variance to these normal hours of operations when special or unforeseen incidents occur.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the Day following the Holiday. All subsequent collections during the week in which the Holiday occurs will take place on the Day following the scheduled Collection day, and Contractor agrees that up to two (2) additional bags of residential solid waste may be picked up per Service Unit.

8. ELECTIVE SERVICES

In the event a Service Unit requests a service not included within this Contract, the Contractor may directly negotiate with the Service Unit for the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. PUBLIC EDUCATION

In coordination with and at the direction of Gwinnett County, the Contractor shall implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, including public meetings supported with Website, folders, brochures and other printed material. The Contractor will be named a "partner" in achieving the County's waste reduction and diversion goals. In coordination with Gwinnett County, the

Contractor shall create a website to explain why Gwinnett County emphasizes the need to recycle certain materials and to answer frequently asked questions regarding Recycling. The website shall provide a means by which a customer may electronically request and schedule large item pickups. The Contractor shall ensure that its personnel is adequately trained to correctly answer questions from customers regarding all aspects of the Recycling procedure. The Contractor and the County shall confer and coordinate efforts in order to achieve consistency of information disseminated to the public through the website. Contractor will print and distribute educational information, provided by the County as camera-ready copy, on Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Glass, Bulky Waste, White Goods, and/or Yard Trimmings including, but not limited to, program brochures and improper set-out notices to Service Units, where applicable, when performing Collection services under the Contract. The Contractor shall provide the County with quarterly reports of such activities. Contractor shall not distribute any public information material or website information without prior County approval.

10. SPECIAL PROGRAMS

Contractor agrees to coordinate efforts with the County to service all Special Programs sponsored by the County in the Service Areas. Contractor shall be paid a “per event” Service Fee as set out on Appendix III. When Special Programs sponsored by the County occur within the Service Area, the Contractor agrees, at the request of the County, to deliver and pick up a roll-off box container and deliver the contents for Processing/Disposal.

11. PERSONNEL OF THE CONTRACTOR:

11.1 Qualified Personnel: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Georgia Department of Driver Services.

11.2 Operational and Safety Training: Contractor shall provide operational and safety training for all of its employees who utilize or operate Collection Vehicles or equipment for collection of materials under the Contract. Contractor shall train its employees in Solid Waste collection to identify, and not collect, Hazardous Waste or Biomedical Waste.

11.3 No Tipping: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

11.4 Employee Decorum: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work

as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the County has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

11.5 Participation in Federal Work Authorization Program: Contractor affirms, via Appendix IV, that the Contractor and all its subcontractors, have registered for, and are participating in, the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All of the Contractor's documents and records of these verification processes shall be retained for a period of three (3) years following completion of this Contract.

11.6 Supervisor Qualifications: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the County and/or Service Units, or to follow up on problems and inspect Contractor's operations.

11.7 Uniforms: All employees of the Contractor performing work under the Contract shall wear a uniform while operating in the field, the shirt of which shall show their association with the Contractor. Contractor shall provide a list of current employees and subcontractors to the County upon request.

11.8 No Scavenging: Contractor shall assure that no employees remove materials from the Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under the Contract.

11.9 Employee Training: Contractor will train its employees as to the County's collection rules and regulations; ensuring employees can answer questions from Service Units and follow the County's collection rules at the curb. This training is to be ongoing and reaching new hires. Contractor employees will also leave notices of improper set-out when applicable. All drivers and Collection Vehicle crews shall be specifically trained in recognizing Acceptable Residential Municipal Solid Waste, Residential Municipal Single-stream Recovered Materials, Bulky Waste, White Goods and Yard Trimmings and the Contract requirements with respect to litter, and litter and spillage clean-up procedures.

12. LITTER AND SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Residential Single-stream Recovered Materials,

Yard Trimmings, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly remove and clean up all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

13. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

13.1 Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials: All Residential Municipal Solid Waste Residential Single-Stream Recovered Materials Collected by the Contractor shall be delivered to the applicable Processing Facility, Transfer Stations or Disposal Facilities determined by the Contractor. A Transfer Station may serve as the initial receiving Facility prior to delivery of the Residential Municipal Solid Waste to a Disposal Facility.

Acceptable Residential Municipal Solid Waste must be stored in enclosed, leak proof Collection Vehicles on the days the designated Disposal Facility or Transfer Station is unavailable.

13.2 Yard Trimmings: All Yard Trimmings collected by a Contractor shall be delivered to a Processing Facility or Disposal Facility permitted to accept Yard Trimmings as determined by the Contractor. Acceptable Yard Trimmings collected will need to be stored in enclosed, leak proof Collection Vehicles on the days this designated Processing Facility and/or Disposal Facility is unavailable.

13.4 Bulky Waste: All Bulky Waste collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

13.5 White Goods: All White Goods collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

14. COLLECTION EQUIPMENT

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. The County requires the use of Collection Vehicles that are reliable, safe, well maintained, clean, and in good working order. Contractor shall remove from service and repair any Collection Vehicle that continuously leaks hydraulic fluid, oil, gas or other fluids. Contractor may use Collection Vehicles older than 10 years, but if it chooses to do so, those Collection Vehicles may be required to have a semi-annual inspection by a certified mechanic chosen by the County, and any costs and expenses of such inspections will be paid by the Contractor. Additionally, the County's representative(s) reserves the right to inspect all Collection Vehicles to be used in servicing this Contract no later than thirty (30) Days before Contract begins and at any time upon 48 hours' notice. The County shall notify Contractor about the failure of any Collection Vehicle to meet this requirement within ten (10) Days of inspection.

14.1 Specifications: All Collection Vehicles used by Contractor in providing

collection of materials under the Contract shall comply with all applicable local, County, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that Gross Vehicle Weight (GVW) of all Collection Vehicles, even when loaded, does not exceed Collection Vehicle license limitations to protect the highways of Gwinnett County.

- 14.2 Collection Vehicle Identification:** Contractor's name, local telephone number, and a unique Collection Vehicle identification number designated by Contractor for each Collection Vehicle shall be conspicuously displayed in at least three places on all Collection Vehicles, in letters and numbers no less than six (6) inches high. Contractor shall not place the County's name or logo on its Collection Vehicles.
- 14.3 Equipment Inventory:** In addition to the above required information, Contractor shall furnish the County a written inventory of all Collection Vehicles used in providing service, and shall update the inventory annually at the beginning of each Contract Year including the first Contract Year. The inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, model year, type, and capacity.
- 14.4 Cleaning and Maintenance:** Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.
- 14.5 Dual Use Collection Vehicles:** Contractor shall be permitted to utilize Collection Vehicles to Collect Residential Single-stream Recovered Materials in Collection Vehicles that have been used to collect Residential Municipal Solid Waste, Bulky Waste, and/or Yard Trimmings provided that the Contractor shall have cleaned the interior of the Collection Vehicle body after each use and the Contractor shall identify each Collection Vehicle that is used to collect Residential Single-stream Recovered Materials as a "RECYCLING" Collection Vehicle in letters twelve (12) inches in height.
- 14.6 Washing of Collection Vehicles:** Collection Vehicles used in the Collection services under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance. The County may inspect Collection Vehicles at any time to determine compliance with sanitation requirements.
- 14.7 Maintenance of Collection Vehicles:** Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage, and shall make such records available to the County upon request to the extent necessary to ensure compliance of manufacturer's recommended scheduled Collection Vehicle maintenance service. The County may inspect the Contractor's vehicles and

maintenance records upon 48 hours' notice to the Contractor.

14.8 Repair of Collection Vehicles: Contractor shall repair, or arrange for the repair of, all of its Collection Vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

14.9 Storage of Collection Vehicles: Contractor shall arrange to store all Collection Vehicles and other equipment in safe and secure location(s), where applicable, in accordance with all applicable laws and regulations.

15. UNACCEPTABLE WASTE

The Contractor shall not be required to collect or dispose of Unacceptable Waste set out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste, as required by Paragraph 6.1.4 above.

16. COMPLAINTS

16.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Sunday or a Holiday, then the complaint shall be resolved by the end of the next business day.

16.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

16.2.1 Identification number

16.2.2 Date and time of initial call

16.2.3 Date and time of any follow up call(s)

16.2.4 Customer name, service address, and phone number

16.2.5 Type of service request or complaint

16.2.6 Contractor contact by whom service request or complaint was received

16.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database and the County's Customer Relationship Management system within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 16.3.1** Contractor's determination as to legitimate or non-legitimate service request or complaint
 - 16.3.2** Action taken to satisfy request or resolve complaint
 - 16.3.3** Date of communication with Service Unit
 - 16.3.4** Date and time of action taken
- 16.4** Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the County simultaneously as data is entered into the record.
- 16.5** Contractor shall summarize work orders and complaints on a monthly basis.

17. QUALITY OF PERFORMANCE OF CONTRACTOR

- 17.1 Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day Collection as permitted under section 7 for Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, if the Collection thereof is requested by the Service Unit, Bulky Waste, White Goods, or Yard Trimmings shall be considered a breach of the Contract with the County.
- 17.2 Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
 - 17.2.1** Failure to clean up spilled Residential Municipal Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials or Glass resulting from loading and/or transporting — per Service Unit per occurrence: \$250 each for the first ten complaints within a calendar week, thereafter \$500 for each additional complaint during the same calendar week.
 - 17.2.2** Subject to Section 3.3 above, failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, — per occurrence: \$250 each for the first ten missed collections within a calendar week, thereafter \$500 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the County a Service Plan to remedy reports of failure to

collect material from a Service Unit. The County hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

- 17.2.3** Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) — per occurrence: \$1,000. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to subsection 17.2.2 until three additional problems have been reported. Nothing in this section precludes the County from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.
- 17.2.4** Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$2,000. If the Contractor fails to provide Collection Service to a group of accounts on four or more occasions within a calendar quarter, the County may assess additional liquidated damages in the amount of \$2,000.00 for each missed group of accounts or failure to complete a route violation during that calendar quarter. Provided, however, that the Contractor will not be assessed such additional liquidated damages for a missed group of accounts or a failed completion of a route for which the Contractor was previously assessed liquidated damages.
- 17.2.5** Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$250.
- 17.2.6** Collection or commingling of Residential Single-stream Recovered Materials with Residential Municipal Solid Waste without explicit written authorization from the County — per occurrence: \$1,000.
- 17.2.7** Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks — per occurrence: \$500 for the first occurrence and \$1,000 for each subsequent occurrence within the same calendar quarter. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the County's right of way. In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the County's receipt of the report of the third such spill.

- 17.2.8** Failure to maintain staffed office during specified hours (8 o'clock a.m. to 5 o'clock p.m. Monday through Friday) — per occurrence: \$800.
 - 17.2.9** Failure of Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract — per occurrence: \$250.
 - 17.2.10** Failure of Contractor to comply with any State or local littering laws — per occurrence: \$250 in addition to any applicable fines levied.
 - 17.2.11** Providing exclusively prohibited service in another Contractor's Service Area without explicit written authorization from the County — per occurrence: \$2,000.
- 17.3** The County shall provide written notification to the Contractor of the assessment of any liquidated damages under this Section within thirty (30) days of the date of breach giving rise to the assessment of liquidated damages. Such notice shall set forth in reasonable detail the section under which liquidated damages are being assessed and reasonable detail regarding the breach including location, date, and type of breach. Such notices shall be mailed to:

Southern Sanitation, Inc.
Buddy R. Johnson
President
P.O. Box 815
Grayson, GA 30017

- 17.4 Appeals Process for Assessment of Liquidated Damages:** Within 20 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

18. MANNER OF COLLECTION GENERALLY

The Contractor shall collect Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Service Unit; provided however it shall be the responsibility of the Service Unit to properly use and safeguard the Contractor's Carts. Each Service Unit shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Carts and for the cleanliness and safekeeping of such Carts. Contractor shall have the right to charge the Service Unit for the cost of repair or replacement of Carts,

including any delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Throwing of any Cart or other Collection Receptacle is prohibited.

19. NATURAL DISASTERS

In the event of a hurricane, tornado, major storm including but not limited to snow storm, high winds in excess of 40 mph, or other natural disaster, the Contractor's responsibility shall be to reestablish regular routes and schedules for the Collection Services on the Day following the event. If Collection is not possible on the Day following the event, Collection shall resume on the Day and schedule agreed upon by the General Manager of the Contractor and the Chairman of the Board of Commissioners. The Collection and Disposal of Municipal Solid Waste shall be the highest priority. The Collection and Disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate contract, the County may procure Collection and Disposal services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation with the County and the debris Collection contractor in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

20. UNCONTROLLABLE CIRCUMSTANCES

Neither the County nor Contractor shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

21. PERMITS AND LICENSES

The Contractor shall obtain, at its sole expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

22. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to \$150,000.00. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new

Contractor and services.

23. EMPLOYEE WAGES AND BENEFITS

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

24. INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a) Statutory workers' compensation insurance

- Employer's liability for bodily injury by accident: \$500,000 each accident
- Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee

b) Commercial general liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- \$1,000,000 limit of liability per occurrence for personal injury
- Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury.
- Additional insured endorsement which includes ongoing operations and completed operations.

c) Auto liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles
- Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
- If the auto policy does not include this endorsement form, must have a separate Contractors Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000.

d) Excess liability insurance – Minimum \$5,000,000 limit of liability

- The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions.

- The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
 - The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e) Gwinnett County, Georgia and the Gwinnett County Board of Commissioners should be shown as additional insureds on general liability, auto liability, and Excess liability policies.
- f) The cancellation provision must provide 90 Days' notice of cancellation.
- g) The certificate holders and additional insureds must be added as specified above, and must read as follows:
- Gwinnett County, Georgia and Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046
- h) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- i) The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia unless otherwise approved by the County.
- j) Certificates of insurance, and any subsequent renewals, must reference Solid Waste Collection and Disposal services.
- k) The Contractor shall agree to provide summaries of current insurance policies, if requested, to verify compliance with these insurance requirements.
- l) The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- m) No Contractor or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- n) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor (service provider) and all subcontractors of the liability provisions of the Contract.

- o) Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- p) Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- q) Contractor shall waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor.

25. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the County shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the County harmless for, any such damages caused by acts or omissions

of the County or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the County.

26. ACCESS AND AUDITS

The Contractor shall maintain within the County adequate records of the Collection Services performed by the Contractor during the Contract Year and for one year following the end of each Contract Year. During the term hereof, Contractor shall maintain records of Contractor's fuel usage. The County shall have the right to review all records maintained by the Contractor pursuant to this Contract upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Contract or to verify fuel adjustments as provided for under this Contract.

27. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the person designated by the County.

28. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Gwinnett County
c/o Director of Support Services
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:
Gwinnett County Attorney
Law Department
75 Langley Drive
Lawrenceville, GA 30046

As to Contractor:

Southern Sanitation, Inc.
Buddy R. Johnson
President
P.O. Box 815
Grayson, GA 30017

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

29. DEFAULT OF CONTRACT

29.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the County terminates this Contract, the County may immediately assign the Service Units previously serviced pursuant to this Contract to other haulers with whom the County has an Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the County.

29.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the County's fault, any unwarranted and intentional neglect, failure or refusal of the Contractor to comply with any material provision of the Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010 ("2010 Ordinance"), as amended, or this Contract within 30 days after written notice from the County setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of the 2010 Ordinance and this Contract, and the County, upon notice to the Contractor and hearing, may, for good cause declare this Contract forfeited and exclude the Contractor from further use of the County streets and the Contractor shall thereupon surrender all rights in and under this Contract. In order for the County to declare a forfeiture pursuant to the above, the County shall fully comply with the procedures set forth within section XVIII of the 2010 Ordinance which are incorporated herein by reference.

29.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

29.2.2. The County shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the County, Contractor shall acknowledge receipt of such notice and shall promptly provide the County with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

29.3 Events of Default by the County:

The following shall constitute events of Default on the part of the County, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

29.3.1 A failure by the County to timely perform any obligation under the terms of this Contract or the 2010 Ordinance, as amended, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if County commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the County and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

29.3.2 The County being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance hereunder.

29.3.3 Contractor shall, as soon as practical, notify the County of any failure on the County's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the County shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the County, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the County.

30. RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE

Subject to section 15 of this Contract, the Contractor shall hold title and ownership of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, once placed in the Designated Collection Location by the Service Unit. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

If any future Legislation is passed by the Congress of the United States that creates financial benefits for Contractor based solely on Contractor's ownership or control of Single Stream Recovered Materials which exceeds any related increase in costs to Contractor from or related to the same Legislation, Contractor will negotiate in good faith with the County regarding the appropriate allocation of those financial benefits between the County and Contractor.

32. GOVERNING LAW, DISPUTE RESOLUTION

This Contract shall be governed by and interpreted under the laws of the State of Georgia.

33. COMPLIANCE WITH LAWS

Each of the County and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

34. SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

35. TRANSFER AND ASSIGNMENT

No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed. The County in its discretion may assign this Contract to an Authority created by law to administer solid waste management and collection within the County.

The parties acknowledge and agree that the Service Areas are determined pursuant to the 2010 Ordinance, as amended, in which the terms contemplate adjustment of Service Zones. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the County at the time of such acquisition or merger, subject to

County consent as provided above.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

36. MODIFICATION

Except for the 2010 Ordinance, as amended, to which this Contract is made subject, this Contract constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

38. CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

39. BINDING EFFECT

This Contract shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

40. TIME IS OF THE ESSENCE

Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

41. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. CAPTIONS; DESIGNATIONS

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

43. REPRESENTATIONS

The parties signing this Contract warrant that they have been authorized to do so by the

Gwinnett Board of Commissioners or by the appropriate board or officer as the case may be. The Contractor shall provide to the County written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the County represents, warrants to Contractor and covenants and agrees as follows:

43.1 The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Contract and the County's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Notwithstanding the foregoing, the County may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

43.2 The County is not aware of any additional consents or approvals required to enter or perform this Contract by the County. Furthermore, the County is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound that conflicts with the entering into or performance of this Contract.

43.3 To the best of the County's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

44. RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

45. CONSTRUCTION AND MODIFICATION

This Contract is to be construed consistent with the 2010 Ordinance, as it may be amended from time to time. To the extent this Contract cannot be construed consistent with the 2010 Ordinance, the Parties agree that this Contract shall be amended to the extent necessary to comply with the 2010 Ordinance. The parties agree to execute any and all amendments necessary to amend this Contract consistent with the 2010 Ordinance as amended prior to or subsequent to the effective date of this Contract. In addition, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and this Agreement and the Amendment to this Agreement are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

WINNETT COUNTY, GEORGIA.

By:

Charlotte J. Nash, Chairman

ATTEST:

By:

Diane Kemp, County Clerk
(SEAL)

Approved as to form:

Theresa A. Cox, Deputy County Attorney

SOUTHERN SANITATION, INC.

By:

Buddy R. Johnson, President

ATTEST:

By: _

Secretary or Other Authorized Officer
(SEAL)

APPENDICES

**FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND COLLECTION OF
RESIDENTIAL SINGLE-STREAM RECOVERED MATERIALS**

LIST OF APPENDICES

- I. Cart Specifications
- II. Residential Recovered Materials
 - IIA. Recovered Materials Matrix
- III. Service Fees
- IV. Federal Work Authorization Program Certification
- V. Service Area

Appendix I

Cart Specifications

The following specifications represent the minimum standards required by the County with respect to the Carts. Unless otherwise stated within this Appendix I the term “Cart” shall mean “Residential Municipal Solid Waste Storage Cart” or “Residential Recovered Materials Storage Cart.” The County may consider Carts which do not comply with one or more of the following specifications. Acceptability of alternative specifications is, however, the sole determination of the County.

1. The Carts are new or refurbished and are compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Carts shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Carts are designed to contain Residential Single-Stream Recovered Materials and Residential Municipal Solid Waste materials, as applicable, including paper, fibers, garbage, refuse, and rubbish. Residential Single-Stream Recovered Materials placed in the 95 gallon Cart will not be recycled. The 65 gallon Recycling Cart is designed to contain Residential Single-Stream Recovered Materials.
4. The Carts are provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Carts are composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Residential Municipal Solid Waste Storage Cart shall be either approximately 95 or 65 U.S. gallons, excluding domed lid. The capacity of the Residential Recovered Materials Storage Cart is 65 U.S. gallons. Residential Recovered Materials Storage Carts shall be clearly marked “Recycling.”
7. The Residential Municipal Solid Waste Storage Cart is designed to accommodate a load of three hundred thirty (330) pounds or two hundred thirty (230) pounds, excluding the weight of the Cart.
8. The Residential Municipal Solid Waste Storage Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the Cart and its contents up to 330 pounds or 230 pounds.

9. The Carts are made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Carts will have a color of Black, Gray, Brown, Green, Tan, Maroon, Burgundy, Blue, or certain other colors approved by the County. These colors must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Cart lid is held closed by its weight only. No latches are used or required.
13. The Carts, when empty, will not overturn when the lid is thrown fully open.
14. Each Cart will display the Contractor's company name.

Appendix II

Acceptable Residential Recovered Materials

The list of acceptable Recovered Materials to be collected upon request by the Service Unit is listed below. This list is subject to change after an annual review by the parties and upon the mutual consent of the parties during the Term.

NEWSPAPER

Newspapers & Inserts

CARDBOARD

Cardboard Boxes (Broken Down)

Pizza Boxes (with no food or grease)

KRAFT PAPER

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

PAPERBOARD

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

MAGAZINES

Magazines

Shopping Catalogues

JUNK MAIL

Discarded Mail

Greeting Cards

Envelopes

MIXED PAPER

Calendars
School Papers
Carbonless Forms-Paper

OTHER PAPER

Computer Paper
Old Phone Directories
Paperback Books

ALUMINUM

Aluminum Beverage Containers
Aluminum Baking Tins
Aluminum Food Containers

STEEL

Steel Food Containers
Empty Aerosol Cans
Clean Metallic Lids

PLASTIC

Plastic Soda & Water Bottles (#1)

Milk Jugs (#2)

Plastic Detergent Bottles (#2)

Appendix IIA

Recovered Materials Matrix

Material	Material Percentage	Commodity Price	Value
OCC	16.60%	85.00	14.11
Mixed Paper (including ONP)	38.40%	(5.00)	(1.92)
PET	3.50%	210.00	7.35
Natural HDPE	1.60%	750.00	12.00
Pigment HDPE	1.70%	102.60	1.74
Rigid Plastics	2.30%	40.00	0.92
Mixed Plastic (3-7)	2.20%	(30.00)	(0.66)
Glass	10.10%	(30.00)	(3.03)
Steel	3.20%	62.50	2.00
Aluminum	1.10%	820.00	9.02
Residual	19.30%	(60.00)	(11.58)
	100.00%		\$29.95

OCC = Old Corrugated Cardboard

PET = Polyethylene Terephthalate Plastics

HDPE = High Density Polyethylene Plastics

Natural = No Color Additives

Pigment = Color Additives

Appendix III **Service Fees**

Service Description

Service Fee for Calendar Year 2020

Base Service – Residential Municipal Solid Waste Collection and Disposal, Collected Weekly; Residential Single-stream Recovered Materials collection and delivery to a Processing Facility determined by Contractor, Collected weekly; White Goods and Bulky Waste Collection, Processing and/or Disposal, Collected weekly

**\$ 16.98/Base Service
Unit/Month,
\$0.18/Host Fee
Unit/Month, \$0.82
Recycle Fee
Unit/Month totaling**

**\$12.74/ Senior
Discount Unit/Month,
\$0.18/Host Fee
Unit/Month, \$0.82
Recycle Fee
Unit/Month totaling**

Additional Service Fee for Non-Curbside Collection (Person with a Disability)

**\$ 0.00/Service
Unit/Month**

Additional Service Fee for elective (by Service Unit) Yard Trimmings Collection, Processing, and/or Disposal collected weekly (Additional Service Fees, over base services to be billed by Contractor directly to Service Units)

**\$10.00 /Service
Unit/Month; billed
semi-annually for six
month periods from
January 1 – June 30
and July 1 – December
31 (subject to the 25%
discount for 12 month
contracts set forth in
4.1 of this Agreement)**

Special Programs – Collection, transfer, and Disposal/Processing of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste, and/or Yard Trimmings from Special Programs Roll-off container and Roll-off Collection Vehicle service at Special Program(s) (Event Service Fee shall also include container drop & pull)

**\$1500.00/Service
Unit/Month**

Note 1: Service Fee must also include all appropriate hauling costs for

transportation to Disposal Facility, Transfer Station, or Processing Facility , as applicable

Note 2: Contractor is responsible for billing Service Units directly for any additional Service Fees resulting from any and all services beyond the Base Collection Services and Special Programs.

Note 3: Initial Service Fee subject to Adjustments as provided in Section 4.1.1.

APPENDIX IV

WINNETT COUNTY, GEORGIA CERTIFICATION OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

This will affirm that and its subcontractors have registered for and are participating in the federal work authorization program defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By:

Date

Printed Name

- Advanced Disposal Services of Atlanta, Inc.
- Republic Services, Inc.
- Sanitation Solutions, Inc.
- Southern Sanitation, Inc.
- Waste Pro of Georgia, Inc.



4400 1803 Kite/Paper Supply Blvd #404-1002
 Princeton, TN 37242-4400
 Tel: 615-329-1100
 Fax: 615-329-1101
 Email: info@kitesupply.com
 Website: www.kitesupply.com
 Hours: Mon-Fri 9-5, Sat 10-5, Sun 11-5
 Other: Full service

The following is a list of the most important results obtained from the study. The first result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The second result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The third result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The fourth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The fifth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The sixth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The seventh result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The eighth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The ninth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The tenth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem.



Miss Margaret Fitzgerald
Author: Margaret Fitzgerald 1918
Date Printed by: Guilford County
Date Recd: 10/10/17 + 10/10/17
Source: State Office, 10/10/17

**SECOND AMENDMENT TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL AND COLLECTION OF RESIDENTIAL SINGLE-
STREAM RECOVERED MATERIALS**

Between

GWINNETT COUNTY, GEORGIA

And

ADVANCED DISPOSAL SERVICES ATLANTA, LLC

TABLE OF CONTENTS

1.	TERM	2
2.	DEFINITIONS	2
3.	SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.....	9
4.	FEES AND PAYMENTS FOR SERVICES.....	11
5.	SERVICE FEE ADJUSTMENTS.....	14
6.	GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES	18
7.	SCHEDULE OF COLLECTION	20
8.	ELECTIVE SERVICES	20
9.	PUBLIC EDUCATION	20
10.	SPECIAL PROGRAMS	21
11.	PERSONNEL OF THE CONTRACTOR.....	21
12.	LITTER AND SPILLAGE	22
13.	DESIGNATED DISPOSAL AND PROCESSING LOCATIONS	23
14.	COLLECTION EQUIPMENT	23
15.	UNACCEPTABLE WASTE	25
16.	COMPLAINTS.....	25
17.	QUALITY OF PERFORMANCE OF CONTRACTOR	26
18.	MANNER OF COLLECTION GENERALLY	28
19.	NATURAL DISASTERS	29
20.	UNCONTROLLABLE CIRCUMSTANCES	29
21.	PERMITS AND LICENSES	29
22.	PERFORMANCE BOND.....	29
23.	EMPLOYEE WAGES AND BENEFITS	30
24.	INSURANCE	30
25.	INDEMNIFICATION.....	32
26.	ACCESS AND AUDITS	33

27.	POINT OF CONTACT	33
28.	NOTICE	33
29.	DEFAULT OF CONTRACT	34
30.	RIGHT TO REQUIRE PERFORMANCE	36
31.	TITLE TO WASTE	36
32.	GOVERNING LAW, DISPUTE RESOLUTION.....	36
33.	COMPLIANCE WITH LAWS	36
34.	SEVERABILITY	36
35.	TRANSFER AND ASSIGNMENT	36
36.	MODIFICATION.....	37
37.	INDEPENDENCE OF PARTIES TO AGREEMENT.....	37
38.	CHANGE OF LAW	37
39.	BINDING EFFECT	37
40.	TIME IS OF THE ESSENCE	37
41.	COUNTERPARTS.....	37
42.	CAPTIONS; DESIGNATIONS	37
43.	REPRESENTATIONS.....	37
44.	RECITALS	38
45.	CONSTRUCTION AND MODIFICATION.....	38

This Second Amendment To The Agreement For Residential Solid Waste Collection And Disposal And Collection Of Residential Single-Stream Recovered Materials is hereby made and entered into this —— day of June, 2020 (the “Effective Date”), between Gwinnett County, Georgia, a political subdivision of the State of Georgia organized and existing under the laws of the State of Georgia (the “County”), and, Advanced Disposal Services Atlanta, LLC, a Georgia Corporation (hereinafter referred to as “Contractor”).

W I T N E S S E T H

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

WHEREAS, pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20, et. seq., the 2008 Comprehensive Solid Waste Management Plan, and Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010, as amended, Gwinnett County has the authority to determine the manner of collection and disposal of solid waste generated by residents of the County, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the County; and

WHEREAS, the parties entered into a previous Contract on May 23, 2010 for an eight-year term with a two-year option to renew the Contract; and

WHEREAS, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials and the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order; and

WHEREAS, the County and Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials on December 19, 2017 with an initial term beginning on July 1, 2018 and ending on June 30, 2026; and

WHEREAS, under the terms of First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials, Contractor was given an exclusive Contract in the designated Service Area for a specified period of time for the Collection Services as outlined in the First Amendment; and

WHEREAS, since the County and the Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential

Single-Stream Recovered Materials, there have been changes in the law and in the solid waste and recycling industry; and

WHEREAS, the County and Contractor desire to amend the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials to amend certain provisions to address changes in the law, to address changes in the recycling industry, and to clarify certain provisions and address; and

WHEREAS, it is deemed to be in the best interest of the County and the residents of the County for the County to enter into this Second Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with Contractor in order to ensure high quality services by Contractor to the County within the designated Service Area at reasonable rates to County residents; and

WHEREAS, the County 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.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. TERM:

The Term of this Second Amendment to the Agreement, as defined herein, shall be for the period beginning June 1, 2020, and expiring on June 30, 2026 (the “Initial Term”). Upon the expiration of the Initial Term, this Contract shall be automatically renewed for an additional two (2) year term (“Renewal Term”, together with the Initial Term, the “Term”) unless the County provides at least ninety (90) days prior written notice to the Contractor of its intent not to renew the Contract prior to the expiration of the Initial Term. The terms and conditions of this Contract during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be terminated during the Initial Term or Renewal Term pursuant to the provisions of section 29 below.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Adjustment Factor shall have the meaning set forth in section 5 below.

2.3 Base Collection Services shall mean those Collection Services provided in exchange for the Service Fee, excluding the collection services for Yard Trimmings.

2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4-.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

2.5 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, thus too large or too bulky to be collected during normal Residential Municipal Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

2.6 Clear Zone shall mean the unobstructed relatively flat area beyond the edge of the traveled way that allows a driver to stop safely or regain control of a vehicle that leaves the traveled way.

2.7 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods for transport elsewhere, or cause such to be done.

2.8 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, including related transportation, transfer, processing and/or disposal.

2.9 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.10 Construction and Demolition Waste (C&D Waste) shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

2.11 Consumer Price Index or CPI-U shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, All Items less energy, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.12 Contract shall mean this Contract between the County and Contractor.

2.13 Contract Year shall mean July 1 through June 30 of each calendar year.

2.14 Contractor shall mean

2.15 County shall mean Gwinnett County, Georgia.

2.16 Day shall mean calendar day.

2.17 Default shall mean a breach of this Contract by the Contractor or the County, which breach is not cured within the applicable cure period allowed herein.

2.18 Designated Collection Location shall mean where the edge of the Collection Cart and/or any Yard Trimmings, and/or any Bulky Waste, and/or any White Goods is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.19 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.20 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.21 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.22 Elective Services shall mean collection services offered by the Contractor, for a charge in addition to the Service Fee, which are arranged between the Contractor and the Service Unit, including costs for delivery of and collection from an additional Cart pursuant to section 3.2 below, and billed for separately by the Contractor excluding Yard Trimmings Collections.

2.23 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.24 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.25 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.26 Garbage shall mean food waste including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, as per Georgia Department of Natural Resources Rule 391-3-4-.01. Garbage does not include Unacceptable Waste.

2.27 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

2.28 Holiday shall mean New Year's Day, Thanksgiving Day, and/or Christmas Day.

2.29 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.30 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.31 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.32 Municipal Solid Waste (MSW) shall mean any solid waste derived from households including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes Yard Trimmings and commercial solid waste, but does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.33 New Customer shall mean any Owner of a newly constructed Service Unit.

2.34 Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor.

2.35 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises in unincorporated Gwinnett County.

2.36 Person shall mean the State of Georgia or any other state or any agency or institution thereof and any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.

2.37 Person with a Disability shall mean a service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article so long as he or she obtains a physician's certificate certifying such challenge and provides the physician's certificate to the Contractor. Person with a Disability shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.38 Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee as amended prior to or subsequent to the effective date of this Contract consistent with the

terms of this Contract.

2.39 Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of Solid Waste, and separation from Solid Waste or other handling of Recovered Materials for Recycling.

2.40 Processing Facility shall mean a Facility whose activities include, but are not limited to, the separation and preparation of Solid Waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity, and includes all aspects of its management (administration, personnel, land, equipment, building and other elements).

2.41 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.42 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.43 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

2.44 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

2.45 Recycling Processing Charge shall mean an amount added to the Service Fee to reflect the costs to Contractor related to processing of Residential Single-stream Recovered Materials collected from Service Units, adjusted annually in the manner described in Section 5.5 of the Contract.

2.46 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, Triplexes, Quadraplexes, or Mobile Homes.

2.47 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.48 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste, as per Cart Specifications in Appendix I.

2.49 Residential Recovered Materials Collection Service shall mean the Contractor's Collection and Processing of Residential Single-Stream Recovered Materials, in accordance with the terms of this Contract.

2.50 Residential Recovered Materials Storage Cart shall mean a plastic recycling cart

that will allow collection of Recovered Materials, meeting Residential Recovered Materials Storage Cart Specifications in Appendix I. The deployment of Residential Recovered Materials Storage Carts as set forth in this amended agreement shall be effective beginning July 1 2018.

2.51 Residential Service Provider shall mean Contractor.

2.52 Residential Single-stream Recovered Materials shall mean those materials as set forth in Appendix II, which may be amended in accordance with the provisions of Agreement, which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the Residential Municipal Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

2.53 Service Fee Adjustments shall have the meaning set forth in section 4.1.1 below.

2.54 Service Area shall mean the “Service Zone” assigned to Contractor and described herein in Appendix V.

2.55 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit, and in addition, the amount of the applicable Recycling Processing Charge.

2.56 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services unless such units request Residential Municipal Solid Waste Collection Services as provided by this Contract.

2.57 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.58 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.59 Special Programs shall have the meaning set forth in Section 10.

2.60 State shall mean the State of Georgia.

2.61 Term shall have the meaning set forth in section 1 above.

2.62 Tire shall mean a continuous solid or pneumatic rubber covering designed for

encircling the wheel.

2.63 Transfer Station shall mean a Facility, permitted by applicable law, used to transfer Solid Waste from one Collection Vehicle to another for transportation to a Disposal Facility or Processing Facility.

2.64 Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

2.65 Triplex shall mean a building designed exclusively for residential occupancy by three Families.

2.66 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.67 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.68 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the County. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.69 White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

2.70 Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and

vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all Treated Wood.

2.71 2010 Ordinance shall have the meaning set forth in section 29.2 below.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be Provided by Contractor

During Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services, and if requested, the right to provide Residential Recovered Materials Collection Service and Collection of Yard Trimmings in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area. The County 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 the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area as contemplated hereby during the Term hereof. The Contractor may charge extra, in addition to the Service Fee, for providing Yard Trimmings Collection service, and may, but is not required, to offer the service or Residential Recovered Materials Collection Service, on a different day of the week than the other Collection services. Non-Curbside Collection must also be offered to Persons with a Disability requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Persons with a Disability who have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Collection of Yard Trimmings, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the County to use the Collection Services offered by Contractor. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection

The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location.

3.1.2 Residential Single-stream Recovered Materials Collection

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Contractor will provide once per week Collection of Residential Single-stream Recovered Materials from a Contractor owned 65 gallon Residential Recovered Materials Storage Cart or a Contractor owned 18 gallon Residential Recovered Materials Storage bin. If not requested during new service set up, the Service Unit(s) must contact the Contractor directly to request Residential Recovered Materials Collection Service and shall timely place such Residential Single-stream Recovered Materials at the Designated Collection

Location for Collection by the Contractor. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recovered Materials Storage Cart in the Designated Collection Location. The list of acceptable Recovered Materials to be Collected upon request by the Service Unit is listed on Appendix II, but is subject to change after an annual review by the parties and by the mutual consent of the parties during the Term.

3.1.3 Bulky Waste and White Goods Collection

Once per week, the Contractor will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods. It is the responsibility of the Service Unit to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to Collect White Goods that do not meet these standards. The Collector must, however, notify the Service Unit of the reasons that the White Goods were not Collected. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such White Goods and/or Bulky Waste in the Designated Collection Location in compliance with this section 3.1.3.

3.1.4 Yard Trimmings Collection

Yard Trimming Collection shall be done on a weekly basis, under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit on a semi-annual, or annual, basis for Yard Trimming Collection, in addition to the Service Fee charged for the other Base Collection Services. Contractor shall offer collection of no more than three cubic yards per Collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags designed or suitable for containing Yard Trimmings, excluding Residential Municipal Waste Storage Carts, Residential Recovered Materials Storage Carts, and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle weighing not more than fifty (50) pounds. The Service Unit(s) will contact the Contractor directly to request Collection of Yard Trimmings and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Contractor. Yard Trimmings shall be Collected, and may upon collection be comingled with, Residential Municipal Solid Waste. In the event that the Contractor comingles Yard Trimmings with Residential Municipal Solid Waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

3.2 Storage Carts

Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Cart (“Cart”) and, if requested for the service, one 65 gallon Residential Single-stream Recovered Materials Storage Cart” or 18 gallon Residential Single-Stream

Storage bin as requested by the Service Unit. Contractor shall deliver the approximately 95 gallon Residential Municipal Solid Waste Storage Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Residential Municipal Solid Waste Storage Cart. Contractor will deliver carts and/or bins within ten (10) business days of the request by the Service Unit. These Carts may be new, or if in good working condition and clean, may be refurbished. All Carts must, however, meet the specifications set out in Appendix I hereto. Contractor will provide additional Cart(s) to any Service Unit requesting them. The Service Unit will reimburse the Contractor for all costs and expenses incurred in the delivery of additional Carts, and the Contractor shall be permitted to charge additional Service Fee for Collection from the additional Cart(s). Contractor will be responsible for the purchasing, assembly, delivery (including copies of the educational information, if any, provided by the County as camera ready copy), maintenance and replacement of all Carts used in providing Collection Services. All Carts will remain the property of the Contractor.

3.3 Missed Collections

Contractor will be responsible for receiving all reports of missed Collections from Service Units, rectifying the missed Collection with Service Unit and providing this information on required reports within twenty-four hours of the Missed Collection except if such deadline occurs on a Sunday or a Holiday then by the end of the next business day to the County. In the event the missed Collection was due solely to the fault of the Contractor and such missed Collection was not due to Uncontrollable Circumstances, Contractor shall provide the applicable Collection Service to the Service Unit within twenty-four (24) hours of the report of the Missed Collection, except if missed Collection deadline falls on Sunday or a Holiday, then the deadline will be end of the day the next business day. In the event the missed Collection was due to any act or failure to act by the Service Unit and/or the County, Contractor shall not schedule or perform an additional pickup and Contractor shall continue to receive the entire Service Fee for the Service Unit.

3.3.1 If Contractor determines that a route will be delayed or unfinished, Contractor shall provide the County notification by email which identifies the area with specificity that was not served, the number of residential units affected, the reason the route was delayed or unfinished and the estimated day and time the service will be completed.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Service Fees

The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$17.91 for the period from January 1, 2018 through June 30, 2018. The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$16.66per Service Unit per month beginning on July 1, 2018 (the Service Fee). This Service Fee for the Base Collection Services constitutes a seven percent (7%) reduction from the Service Fee for Base Collection Services scheduled to be effective on January 1,

2018. In the event that the Service Unit receives a Senior Discount, however, the County shall pay the Contractor the Service Fee less the amount of the Senior Discount for such Service Unit. The Contractor shall be entitled to a Service Fee for each Service Unit if Contractor has delivered a Cart to the Service Unit and the Owner of that Service Unit has not notified Contractor in writing or notified the County that the Service Unit is no longer occupied. The Service Fee shall be subject to adjustment as provided in section 4.1.1 below which adjustments shall be made in accordance with section 4.1.2 below. The Service Fee includes Residential Recovered Materials Collection Services. Services if elected by the Service Unit, provided however, to encourage Recycling, there will be no reduction in the Service Fee if Residential Recovered Materials Collection Services is not elected. Furthermore, Contractor may, within its Service Area, contract directly with residents on a semi-annual basis for the collection and disposal of Yard Trimmings at a rate of \$60.00 per Service Unit for such collection and disposal service to be paid semi-annually without proration for service provided at any time during any of the six (6) months of January through June or at any time during any of the six (6) months of July through December. The semi-annual rate may be charged to a resident only if service is provided during a six-month period as aforesaid. Contractor may suspend Yard Trimmings Collection services for nonpayment upon notice to County and Owner. In the event that an owner of a Storage Unit requests collection and disposal of Yard Trimmings and agrees to twelve (12) months of continuous Yard Trimmings service, the Contractor shall provide a twenty-five percent (25%) discount for collection and disposal of Yard Trimmings effective July 1, 2018. The Service Fees will be invoiced and calculated as provided in section 4.2 below. The Contractor shall be paid the Service Fees irrespective of whether or not the County collects amounts owed from the Service Unit.

4.1.1 Adjustments to Service Fee

The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 5.1 below), increases and decreases in cost of Diesel Fuel (as provided in section 5.2 below), increases and decreases in the cost of recycling (as provided in section 5.3 below), and increases due to Change in Law. (as provided in section 5.4 below) (collectively "Service Fee Adjustments").

4.1.2 Payment of Adjustments to Service Fees

The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the County on or before May 1 of each Contract Year ("Service Fee Adjustment Notice"). The Service Fee Adjustments shall be based on the 12 month period from April 1 to March 31 of each year during the Term ("Base Year"). The Service Fee Adjustments will be included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the County, commencing January 1, 2020 ("Service Fee Adjustment Date").

4.1.3 Discounts for Seniors

Contractor shall provide a twenty-five percent (25%) discount to each Service Unit for which an owner of the Service Unit has submitted an affidavit to the Contractor verifying that such owner is sixty-two (62)

years of age or older and verifying that the Service Unit address is the owner's primary residence. The Senior Discount shall commence on the first day of the second month following the owner's submission of the affidavit.

4.2 Invoicing

Prior to the effective date of this Contract, Contractor will provide the County with an electronic list containing the street address of each Service Unit and total number of Service Units within the Contractor's Service Area ("Initial Service List"). Without additional fees or payments the County shall cooperate with Contractor in completing the Initial Service List and shall provide that electronic stored information in the County's possession or control that is or may be helpful to Contractor in compiling the Initial Service List. Thereafter, each month along with its invoice (as provided below), Contractor shall provide an electronic list containing the addresses and total number of Service Units, the Owners of which have provided Contractor with written notice that the Service Unit is no longer occupied, Collection Services need to be discontinued and the Cart(s) and Bin picked up or the Service Unit has subsequently become occupied or reoccupied, Collection Services needed to be commenced or recommenced. No later than the second (2nd) day of each calendar month, the Contractor shall submit to the County a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees"). Such Statement of Service Fees shall list monthly payments due the Contractor based on the Service Fee, Service Fee Adjustments, and upon the calculation of Service Units determined by the Contractor pursuant to section 4.1 and this section 4.2. The statement must include:

- 4.2.1** The number of Service Units calculated in accordance with sections 4.1 and 4.2;
- 4.2.2** Any liquidated damages assessed by the County; and
- 4.2.3** Service Fee Adjustment

4.3 County Administration Fee

The County may charge each Service Unit for administration and related expenses ("County Administration Fee") which may be modified by the County at its discretion. The County Administration Fee shall be retained by the County.

4.4 Payment

No later than the tenth (10th) day of each calendar month, the County shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the County shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees

5. SERVICE FEE ADJUSTMENTS

All service fee adjustments related to this section or any other section in this agreement shall be provided to the County by May 1 of the calendar year preceding the calendar year the adjustments are to be effective for consideration as part of the annual Service Fee Adjustment Notice process. Any notifications received after May 1 will be considered during the next annual Service Fee Adjustment Notice process. All service fee adjustments become effective on the Service Fee Adjustment date (January 1 of the year following the Adjustment Notice to the County).

5.1 Service Fee CPI-U Adjustment

The CPI-U shall be used to calculate Service Fee Adjustments subject to the provisions of sections 4.1.1 and 4.1.2 above. During the Term, the Service Fee shall be adjusted based upon the Adjustment Factor beginning on January 1, 2020. The Adjustment Factor shall be equal to 70 percent (70%) of the increase, if any, in the inflation index, CPI-U, which occurred during the preceding Base Year. The Contractor's then current Service Fees for each Collection Service shall be adjusted by multiplying each by the Adjustment Factor. The Service Fee CPI-U Adjustment will be paid in accordance with section 4.1 above. Provided, however, and subject to section 5.4 below, Service Fee Adjustments for increases in the CPI-U during the Initial Term shall not exceed 21% in the aggregate.

5.2 Service Fee Fuel Adjustment

During the Term, the Service Fee shall be adjusted for increases and decreases in the average cost of No. 2 Diesel Ultra Low Sulfur Fuel ("Fuel") as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers, including taxes (the "Index") for each Base Year over or under the Base Cost per Gallon of Fuel of \$2.76 per gallon. Each "Base Year" shall have the same meaning as set forth in section 4.1.2.

5.2.1 Determination of Annual Fuel Usage and Fuel Adjustment

For the purpose of calculating the Service Fee Fuel Adjustment, Fuel Usage for the Initial Term shall be calculated as follows:

On or before April 15, 2019, all contractors providing Collection Services in Gwinnett County pursuant to the Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials contract (the "Hauler Contracts" or "Hauler Contract"; each contractor with a Hauler Contract shall be referred to in this section 5.2 as "Haulers" or "Hauler") shall report to the County the number of gallons of Fuel used in providing Collection Services under the Hauler Contracts by each Hauler in that First Contract Year through March 31, 2019 (July 1, 2018 through March 31, 2019). The Fuel Usage for the First Contract Year through March 31, 2019 shall be annualized by dividing the total Fuel Usage for all the Haulers by the number of completed months 9 and multiplying the result by 12, the result shall be referred to as the gallons of Fuel used in the First Contract Year. Notwithstanding the amount of fuel actually consumed by the Haulers, for all Contract Years, Fuel Usage

shall mean the gallons of Fuel used in the First Contract Year by all Haulers, as determined above, reduced by 1.5% cumulative each Contract Year (“Annual Fuel Usage”). To determine Service Fee Fuel Adjustment for each Hauler, for each Base Year, the Base Costs per gallon of Fuel (\$2.76) will be subtracted from the daily average cost of Fuel per gallon for each Base Year as reported on the Index. The positive or negative result of the immediately preceding calculation will then be multiplied by the applicable Annual Fuel Usage for the Contract Year that terminates within the Base Year. The result of this calculation will be divided by the average number of Service Units within the County receiving Collection Services from all the Haulers for the First Contract Year to obtain the average Per Unit Fuel Adjustment. The total Annual Fuel Adjustment for each Hauler for each Base Year shall be obtained by multiplying the average Service Units in that Hauler's Service Area during the First Contract Year by the average Per Unit Fuel Adjustment to obtain the Annual Fuel Adjustment for each Hauler. The Annual Fuel Adjustment for each Hauler will be paid in equal monthly installments (1/12) as provided in section 4.1.2. Except as otherwise provided in section 5.4 below, for the purpose of this calculation only, the average number of Service Units within the County and the average number of Service Units in each such Hauler Service Area will remain fixed during the Initial Term.

The above calculation is represented by the following Formula:

A	Annual Fuel Usage which is consumption of Fuel during the First Contract Year for all Haulers, reduced by a cumulative 1.5% per year for each Contract Year after the First Contract Year.
B	The positive or negative result from subtracting the Base Cost per gallon of Fuel (\$2.76) from the daily average of Fuel during each Base Year as reported on the Index.
C	Average number of Service Units in the County during First Contract Year.
D	Average number of Service Units in each contractor Service Area during the First Contract Year.

A x B = Global Fuel Adjustment for all Haulers for each Base Year (GFA)

GFA ÷ C = Per Unit Fuel Adjustment (PUFA)

PUFA x D = Annual Fuel Adjustment for each Hauler (HAFA)

HAFA ÷ 12 = Monthly Service Fee Fuel Adjustment for each Hauler paid under section 4.1.

Exhibit 2 attached hereto provides an illustration using assumption of how and when the Service Fee Fuel Adjustment is calculated.

5.2.2 CAP

Except as otherwise provided in section 5.4 below, during the Initial Term the Service Fee Fuel Adjustment shall not exceed \$2.00 per gallon over \$2.76.

5.3 Annual Recycling Processing Charge Adjustment

Beginning with the Annual Service Fee adjustments to become effective for the year 2022, the County and the Contractor will review and evaluate at the time of each Annual Service Fee adjustment whether the current Recycling Processing Charge should be increased or decreased, based upon a determination of the change in value during the preceding Base Year of the standard composition of Residential Single-stream Recovered Materials collected by Contractor from Service Units and delivered to a Processing Facility.

County and Contractor agree there are three relevant constants for purposes of the foregoing value determination: (1) the average percentage composition of Recyclables, which Contractor and the County agree is accurately reflected in the Recyclables matrix which is found in Appendix IIA hereto; (2) Contractor collects an average of 6 pounds per week of Recovered Materials from an individual Service Unit, equivalent to a total of 312 pounds per Service Unit per year, which in turn equates to 15% of one ton of Recovered Materials collected from each Service Unit on an annual basis; (3) the current value per ton of Recovered Materials listed in Appendix IIA is accurately and reliably determined based on the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The cost for transportation and disposal of the “Residual” component in the Recovered Materials Matrix in Appendix IIA shall be a baseline amount of \$60.00 per ton. That baseline amount shall be adjusted by the increase or decrease during the preceding twelve (12) month period in the CPI-U Index for the “Water, Sewer, and Trash Collection Service” expenditure category. (By way of example only, if the CPI-U Index for that category goes up by 3% over the preceding Base Year, the applicable cost of transportation and disposal per ton of Residual would increase by 3% to \$61.80 per ton.) The parties agree the applicable value of a ton of Recovered Materials as of April 1, 2020, determined in accordance with the foregoing method and reflected in Appendix IIA is \$29.95.

Utilizing these constants, Contractor shall determine the change in value of a ton of Recovered Materials during the preceding Base Year as provided in Section 4.1.2, with the first Recycling Processing Charge adjustment to be determined on or before May 1, 2021, and determine the corresponding change in value of the amount of Recovered Materials collected annually from a Service Unit based on the second constant above (Change in Value per Ton x 15%). The Contractor shall submit the resulting calculation along with the information used to determine such calculation, including but not limited

to the applicable information from the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The amount resulting from that computation and verified by the County, divided by twelve (12) months, shall be the amount of the applicable adjustment to the Recycling Processing Charge upon the effective date of that annual Recycling Processing Fee adjustment.

If the foregoing calculation reflects a decrease in the value of Recovered Materials during the preceding twelve (12) month period, the Service Fee shall be increased by the adjustment amount, and, if the change in value of Recovered Materials during the preceding twelve (12) month period reflects an increase in the value of Recovered Materials, the Recycling Processing Charge shall be reduced by that adjustment amount.

5.4 Other Service Fee Adjustments

The County agrees that Contractor may also increase rates from time to time, to adjust for the following: increases in operational costs or expenses incurred by the Contractor as a result of a “Change In Law,” whether imposed retroactively or prospectively. If any increases in operational costs or expenses are incurred by the Contractor as the result of a Change In Law that is enacted after the May 1 service fee adjustment deadline, the County will work with the Contractor to reimburse such increased costs or expenses resulting directly from the Change In Law. A Change In Law means any amendment to, or promulgation of any federal, state, county, city, or local statute, regulation, or ordinance after the date of this Contract that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Collection Services; (ii) the operation of the applicable Disposal Facility, Transfer Station or Processing Facility; or (iii) the disposal of Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Collection Services. Change in Law shall include fees, surcharges, or other charges imposed by ordinance or agreement for a waste disposal facility by a host local government pursuant to the provisions of O.C.G.A. 12-8-39(d). The term Change in Law shall not include an amendment to Gwinnett County Solid Waste Ordinance or the Gwinnett County Solid Waste Management Plan.

5.4.1. Host Fee Adjustment

In 2018, the Georgia General Assembly passed House Bill 792 which amended Code Section §12-8-39(d) to increase the mandatory minimum surcharge fee payable to host communities (host fee) by private landfill facilities in the amount of \$1.50 per ton, which increased the mandatory host fee payable to host local governments to \$2.50 per ton effective July 1, 2019. Pursuant to House Bill 792, the County has paid and shall directly pay the Contractor \$0.18 per residential unit per month from January through December 2020, which includes the total fee increase for the 18-month period of July 1, 2019, through December 31, 2020. In addition, the County shall pay the Contractor \$0.12 cents per residential unit per

month for the period January 1, 2021, through December 31, 2021. Beginning January 1, 2022, this fee shall be included as part of the residential service fee and will be included on individual property tax bills until such time as there is a change in state law.

5.4.2 Recycling Fee Adjustment.

From January 1, 2020 through December 31, 2021, the County shall pay the Contractor as part of the Service Fee a Recycling Processing Charge in the amount of \$0.82 per Service Unit. Thereafter, the Recycling Processing Charge shall be adjusted annually in accordance with the provisions in Section 5.3.

5.5 Undue Hardship

Contractor may provide notice to the County that the caps on the Service Fee CPI-U Adjustments (section 5.1) or the caps on the Service Fee Fuel Adjustment (section 5.2) are overly burdensome. Upon such notice, the County will negotiate in good faith to amend in a commercially reasonable manner how Service Fee Adjustments are calculated or the caps are adjusted. Furthermore, if at any time after the first Contract Year the Service Area is modified, County and Contractor agree to negotiate in good faith to modify how fuel usage is determined for the purpose of calculating the Service Fee Fuel Adjustment under section 5.2.

6. GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES

Collection of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods from each Service Unit will be performed weekly by Contractor in accordance with all performance requirements set forth in this Contract.

6.1 Contractor Responsibilities

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner or the County that the Service Unit has become occupied.

6.1.2 Direct Billing: Contractor's billing and collection responsibilities shall be limited only to Elective Services and to Collection of Yard Trimmings. Collection of Yard Trimmings from each Service Unit will be performed under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit for Collection of Yard Trimmings, in addition to the Service Fee charged for the other Base Collection Services.

6.1.3 Termination of Service: Contractor shall have the right to suspend any Collection Service due to nonpayment of the Service Fees including any Service Fee Adjustments, by the County upon 14 days' actual notice to the County, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of such nonpayment. Further, Contractor shall have the right to terminate or

suspend all Elective Services or any Yard Trimmings collection service, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of nonpayment of fees due and owing to the Contractor by the Service Unit.

6.1.4 Collection, Processing and Disposal: Contractor shall deliver all Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste, and/or White Goods collected by Contractor to a Transfer Station, Processing Facility or Disposal Facility as determined by the Contractor. Any processing and/or disposal fees are to be paid to the applicable Transfer Station, Processing Facility or Disposal Facility by Contractor. Contractor shall maintain accurate records of the quantities of materials transported to such Transfer Station, Processing Facility, or Disposal Facility for a period of three (3) years. Such records shall include, but not be limited to, tonnage figures showing total recovered materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing this information.

6.1.5 Suitable Yard Trimming Set-Outs: If so requested by a Service Unit, the Contractor will collect Yard Trimmings set-outs that meet the specifications set forth in section 3.1.4.

6.1.6 Notification of Improper Set-Outs: The Contractor will be responsible for clearly communicating County, to a Service Unit, any legitimate ground for refusal to provide Collection Services for any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the County, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) with respect to White Goods, empty all foods and liquids, have any CFCs and PCBs evacuated and captured by a certified technician in accordance with law, and/or remove doors from freezers and refrigerators, (ii) timely place for Collection any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings at the Designated Collection Location in accordance with this Contract, (iii) placement of Residential Municipal Solid Waste in the Residential Recovered Materials Storage Cart intended for Residential Single-stream Recovered Materials or (iv) placement of Unacceptable Waste in the Residential Municipal Solid Waste Storage Cart.

6.2 County Responsibilities

6.2.1 Initiation of Accounts and Billing: The County will be responsible for billing and collecting the Service Fee for all Base Collection Services from existing Service Units and New Customers based upon occupancy permits issued by the County.

6.2.2 Public Education and Outreach: In coordination with and at the direction of Gwinnett County, the Contractor will be responsible for conducting formal public education programs and outreach related to the Collection Services. The County may provide public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts. The public education and outreach provisions of this amended agreement shall be effective beginning on July 1, 2018.

6.2.3 Service Referrals: The County will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the County becomes aware that are not reported directly to the Contractor.

6.2.4 Monitoring Contractor Compliance: The County is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The Contractor shall input any and all service unit data into the County's Customer Relationship Management System within twenty-four (24) hours of receipt such information by the Contractor or if the information is received on a Sunday or a Holiday then by the end of the next business day. The County may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner and in compliance with this Contract in accordance with section 26 of this Contract.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 7:00 am and 6:30 pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor or County may request a variance to these normal hours of operations when special or unforeseen incidents occur.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the Day following the Holiday. All subsequent collections during the week in which the Holiday occurs will take place on the Day following the scheduled Collection day, and Contractor agrees that up to two (2) additional bags of residential solid waste may be picked up per Service Unit.

8. ELECTIVE SERVICES

In the event a Service Unit requests a service not included within this Contract, the Contractor may directly negotiate with the Service Unit for the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. PUBLIC EDUCATION

In coordination with and at the direction of Gwinnett County, the Contractor shall implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, including public meetings supported with Website, folders, brochures and other printed material. The Contractor will be named a "partner" in achieving the County's waste reduction and diversion goals. In coordination with Gwinnett County, the

Contractor shall create a website to explain why Gwinnett County emphasizes the need to recycle certain materials and to answer frequently asked questions regarding Recycling. The website shall provide a means by which a customer may electronically request and schedule large item pickups. The Contractor shall ensure that its personnel is adequately trained to correctly answer questions from customers regarding all aspects of the Recycling procedure. The Contractor and the County shall confer and coordinate efforts in order to achieve consistency of information disseminated to the public through the website. Contractor will print and distribute educational information, provided by the County as camera-ready copy, on Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Glass, Bulky Waste, White Goods, and/or Yard Trimmings including, but not limited to, program brochures and improper set-out notices to Service Units, where applicable, when performing Collection services under the Contract. The Contractor shall provide the County with quarterly reports of such activities. Contractor shall not distribute any public information material or website information without prior County approval.

10. SPECIAL PROGRAMS

Contractor agrees to coordinate efforts with the County to service all Special Programs sponsored by the County in the Service Areas. Contractor shall be paid a “per event” Service Fee as set out on Appendix III. When Special Programs sponsored by the County occur within the Service Area, the Contractor agrees, at the request of the County, to deliver and pick up a roll-off box container and deliver the contents for Processing/Disposal.

11. PERSONNEL OF THE CONTRACTOR:

11.1 Qualified Personnel: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Georgia Department of Driver Services.

11.2 Operational and Safety Training: Contractor shall provide operational and safety training for all of its employees who utilize or operate Collection Vehicles or equipment for collection of materials under the Contract. Contractor shall train its employees in Solid Waste collection to identify, and not collect, Hazardous Waste or Biomedical Waste.

11.3 No Tipping: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

11.4 Employee Decorum: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work

as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the County has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

11.5 Participation in Federal Work Authorization Program: Contractor affirms, via Appendix IV, that the Contractor and all its subcontractors, have registered for, and are participating in, the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All of the Contractor's documents and records of these verification processes shall be retained for a period of three (3) years following completion of this Contract.

11.6 Supervisor Qualifications: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the County and/or Service Units, or to follow up on problems and inspect Contractor's operations.

11.7 Uniforms: All employees of the Contractor performing work under the Contract shall wear a uniform while operating in the field, the shirt of which shall show their association with the Contractor. Contractor shall provide a list of current employees and subcontractors to the County upon request.

11.8 No Scavenging: Contractor shall assure that no employees remove materials from the Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under the Contract.

11.9 Employee Training: Contractor will train its employees as to the County's collection rules and regulations; ensuring employees can answer questions from Service Units and follow the County's collection rules at the curb. This training is to be ongoing and reaching new hires. Contractor employees will also leave notices of improper set-out when applicable. All drivers and Collection Vehicle crews shall be specifically trained in recognizing Acceptable Residential Municipal Solid Waste, Residential Municipal Single-stream Recovered Materials, Bulky Waste, White Goods and Yard Trimmings and the Contract requirements with respect to litter, and litter and spillage clean-up procedures.

12. LITTER AND SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Residential Single-stream Recovered Materials,

Yard Trimmings, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly remove and clean up all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

13. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

13.1 Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials: All Residential Municipal Solid Waste Residential Single-Stream Recovered Materials Collected by the Contractor shall be delivered to the applicable Processing Facility, Transfer Stations or Disposal Facilities determined by the Contractor. A Transfer Station may serve as the initial receiving Facility prior to delivery of the Residential Municipal Solid Waste to a Disposal Facility. Acceptable Residential Municipal Solid Waste must be stored in enclosed, leak proof Collection Vehicles on the days the designated Disposal Facility or Transfer Station is unavailable.

13.2 Yard Trimmings: All Yard Trimmings collected by a Contractor shall be delivered to a Processing Facility or Disposal Facility permitted to accept Yard Trimmings as determined by the Contractor. Acceptable Yard Trimmings collected will need to be stored in enclosed, leak proof Collection Vehicles on the days this designated Processing Facility and/or Disposal Facility is unavailable.

13.4 Bulky Waste: All Bulky Waste collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

13.5 White Goods: All White Goods collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

14. COLLECTION EQUIPMENT

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. The County requires the use of Collection Vehicles that are reliable, safe, well maintained, clean, and in good working order. Contractor shall remove from service and repair any Collection Vehicle that continuously leaks hydraulic fluid, oil, gas or other fluids. Contractor may use Collection Vehicles older than 10 years, but if it chooses to do so, those Collection Vehicles may be required to have a semi-annual inspection by a certified mechanic chosen by the County, and any costs and expenses of such inspections will be paid by the Contractor. Additionally, the County's representative(s) reserves the right to inspect all Collection Vehicles to be used in servicing this Contract no later than thirty (30) Days before Contract begins and at any time upon 48 hours' notice. The County shall notify Contractor about the failure of any Collection Vehicle to meet this requirement within ten (10) Days of inspection.

14.1 Specifications: All Collection Vehicles used by Contractor in providing

collection of materials under the Contract shall comply with all applicable local, County, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that Gross Vehicle Weight (GVW) of all Collection Vehicles, even when loaded, does not exceed Collection Vehicle license limitations to protect the highways of Gwinnett County.

- 14.2 Collection Vehicle Identification:** Contractor's name, local telephone number, and a unique Collection Vehicle identification number designated by Contractor for each Collection Vehicle shall be conspicuously displayed in at least three places on all Collection Vehicles, in letters and numbers no less than six (6) inches high. Contractor shall not place the County's name or logo on its Collection Vehicles.
- 14.3 Equipment Inventory:** In addition to the above required information, Contractor shall furnish the County a written inventory of all Collection Vehicles used in providing service, and shall update the inventory annually at the beginning of each Contract Year including the first Contract Year. The inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, model year, type, and capacity.
- 14.4 Cleaning and Maintenance:** Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.
- 14.5 Dual Use Collection Vehicles:** Contractor shall be permitted to utilize Collection Vehicles to Collect Residential Single-stream Recovered Materials in Collection Vehicles that have been used to collect Residential Municipal Solid Waste, Bulky Waste, and/or Yard Trimmings provided that the Contractor shall have cleaned the interior of the Collection Vehicle body after each use and the Contractor shall identify each Collection Vehicle that is used to collect Residential Single-stream Recovered Materials as a "RECYCLING" Collection Vehicle in letters twelve (12) inches in height.
- 14.6 Washing of Collection Vehicles:** Collection Vehicles used in the Collection services under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance. The County may inspect Collection Vehicles at any time to determine compliance with sanitation requirements.
- 14.7 Maintenance of Collection Vehicles:** Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage, and shall make such records available to the County upon request to the extent necessary to ensure compliance of manufacturer's recommended scheduled Collection Vehicle maintenance service. The County may inspect the Contractor's vehicles and

maintenance records upon 48 hours' notice to the Contractor.

14.8 Repair of Collection Vehicles: Contractor shall repair, or arrange for the repair of, all of its Collection Vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

14.9 Storage of Collection Vehicles: Contractor shall arrange to store all Collection Vehicles and other equipment in safe and secure location(s), where applicable, in accordance with all applicable laws and regulations.

15. UNACCEPTABLE WASTE

The Contractor shall not be required to collect or dispose of Unacceptable Waste set out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste, as required by Paragraph 6.1.4 above.

16. COMPLAINTS

16.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Sunday or a Holiday, then the complaint shall be resolved by the end of the next business day.

16.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

16.2.1 Identification number

16.2.2 Date and time of initial call

16.2.3 Date and time of any follow up call(s)

16.2.4 Customer name, service address, and phone number

16.2.5 Type of service request or complaint

16.2.6 Contractor contact by whom service request or complaint was received

16.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database and the County's Customer Relationship Management system within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 16.3.1** Contractor's determination as to legitimate or non-legitimate service request or complaint
 - 16.3.2** Action taken to satisfy request or resolve complaint
 - 16.3.3** Date of communication with Service Unit
 - 16.3.4** Date and time of action taken
- 16.4** Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the County simultaneously as data is entered into the record.
- 16.5** Contractor shall summarize work orders and complaints on a monthly basis.

17. QUALITY OF PERFORMANCE OF CONTRACTOR

- 17.1 Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day Collection as permitted under section 7 for Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, if the Collection thereof is requested by the Service Unit, Bulky Waste, White Goods, or Yard Trimmings shall be considered a breach of the Contract with the County.
- 17.2 Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
 - 17.2.1** Failure to clean up spilled Residential Municipal Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials or Glass resulting from loading and/or transporting — per Service Unit per occurrence: \$250 each for the first ten complaints within a calendar week, thereafter \$500 for each additional complaint during the same calendar week.
 - 17.2.2** Subject to Section 3.3 above, failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, — per occurrence: \$250 each for the first ten missed collections within a calendar week, thereafter \$500 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the County a Service Plan to remedy reports of failure to

collect material from a Service Unit. The County hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

- 17.2.3** Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) — per occurrence: \$1,000. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to subsection 17.2.2 until three additional problems have been reported. Nothing in this section precludes the County from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.
- 17.2.4** Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$2,000. If the Contractor fails to provide Collection Service to a group of accounts on four or more occasions within a calendar quarter, the County may assess additional liquidated damages in the amount of \$2,000.00 for each missed group of accounts or failure to complete a route violation during that calendar quarter. Provided, however, that the Contractor will not be assessed such additional liquidated damages for a missed group of accounts or a failed completion of a route for which the Contractor was previously assessed liquidated damages.
- 17.2.5** Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$250.
- 17.2.6** Collection or commingling of Residential Single-stream Recovered Materials with Residential Municipal Solid Waste without explicit written authorization from the County — per occurrence: \$1,000.
- 17.2.7** Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks — per occurrence: \$500 for the first occurrence and \$1,000 for each subsequent occurrence within the same calendar quarter. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the County's right of way. In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the County's receipt of the report of the third such spill.

- 17.2.8** Failure to maintain staffed office during specified hours (8 o'clock a.m. to 5 o'clock p.m. Monday through Friday) — per occurrence: \$800.
 - 17.2.9** Failure of Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract — per occurrence: \$250.
 - 17.2.10** Failure of Contractor to comply with any State or local littering laws — per occurrence: \$250 in addition to any applicable fines levied.
 - 17.2.11** Providing exclusively prohibited service in another Contractor's Service Area without explicit written authorization from the County — per occurrence: \$2,000.
- 17.3** The County shall provide written notification to the Contractor of the assessment of any liquidated damages under this Section within thirty (30) days of the date of breach giving rise to the assessment of liquidated damages. Such notice shall set forth in reasonable detail the section under which liquidated damages are being assessed and reasonable detail regarding the breach including location, date, and type of breach. Such notices shall be mailed to:
- Advanced Disposal Services Atlanta, LLC
Steve Edwards
GA Municipal Marketing Manager
300 Colonial Center Parkway, Suite 230
Roswell, GA 30076
- 17.4 Appeals Process for Assessment of Liquidated Damages:** Within 20 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

18. MANNER OF COLLECTION GENERALLY

The Contractor shall collect Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Service Unit; provided however it shall be the responsibility of the Service Unit to properly use and safeguard the Contractor's Carts. Each Service Unit shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Carts and for the cleanliness and safekeeping of such Carts. Contractor shall have the right to charge the Service Unit for the cost of repair or replacement of Carts,

including any delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Throwing of any Cart or other Collection Receptacle is prohibited.

19. NATURAL DISASTERS

In the event of a hurricane, tornado, major storm including but not limited to snow storm, high winds in excess of 40 mph, or other natural disaster, the Contractor's responsibility shall be to reestablish regular routes and schedules for the Collection Services on the Day following the event. If Collection is not possible on the Day following the event, Collection shall resume on the Day and schedule agreed upon by the General Manager of the Contractor and the Chairman of the Board of Commissioners. The Collection and Disposal of Municipal Solid Waste shall be the highest priority. The Collection and Disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate contract, the County may procure Collection and Disposal services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation with the County and the debris Collection contractor in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

20. UNCONTROLLABLE CIRCUMSTANCES

Neither the County nor Contractor shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

21. PERMITS AND LICENSES

The Contractor shall obtain, at its sole expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

22. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to \$150,000.00. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new

Contractor and services.

23. EMPLOYEE WAGES AND BENEFITS

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

24. INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a) Statutory workers' compensation insurance

- Employer's liability for bodily injury by accident: \$500,000 each accident
- Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee

b) Commercial general liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- \$1,000,000 limit of liability per occurrence for personal injury
- Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury.
- Additional insured endorsement which includes ongoing operations and completed operations.

c) Auto liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles
- Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
- If the auto policy does not include this endorsement form, must have a separate Contractors Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000.

d) Excess liability insurance – Minimum \$5,000,000 limit of liability

- The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions.

- The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
 - The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e) Gwinnett County, Georgia and the Gwinnett County Board of Commissioners should be shown as additional insureds on general liability, auto liability, and Excess liability policies.
- f) The cancellation provision must provide 90 Days' notice of cancellation.
- g) The certificate holders and additional insureds must be added as specified above, and must read as follows:
- Gwinnett County, Georgia and Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046
- h) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- i) The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia unless otherwise approved by the County.
- j) Certificates of insurance, and any subsequent renewals, must reference Solid Waste Collection and Disposal services.
- k) The Contractor shall agree to provide summaries of current insurance policies, if requested, to verify compliance with these insurance requirements.
- l) The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- m) No Contractor or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- n) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor (service provider) and all subcontractors of the liability provisions of the Contract.

- o) Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- p) Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- q) Contractor shall waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor.

25. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the County shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the County harmless for, any such damages caused by acts or omissions

of the County or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the County.

26. ACCESS AND AUDITS

The Contractor shall maintain within the County adequate records of the Collection Services performed by the Contractor during the Contract Year and for one year following the end of each Contract Year. During the term hereof, Contractor shall maintain records of Contractor's fuel usage. The County shall have the right to review all records maintained by the Contractor pursuant to this Contract upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Contract or to verify fuel adjustments as provided for under this Contract.

27. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the person designated by the County.

28. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Gwinnett County
c/o Director of Support Services
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:
Gwinnett County Attorney
Law Department
75 Langley Drive
Lawrenceville, GA 30046

As to Contractor:

Advanced Disposal Services Atlanta, LLC
Steve Edwards
GA Municipal Marketing Manager
300 Colonial Center Parkway, Suite 230
Roswell, GA 30076

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice

29. DEFAULT OF CONTRACT

29.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the County terminates this Contract, the County may immediately assign the Service Units previously serviced pursuant to this Contract to other haulers with whom the County has an Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the County.

29.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the County's fault, any unwarranted and intentional neglect, failure or refusal of the Contractor to comply with any material provision of the Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010 ("2010 Ordinance"), as amended, or this Contract within 30 days after written notice from the County setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of the 2010 Ordinance and this Contract, and the County, upon notice to the Contractor and hearing, may, for good cause declare this Contract forfeited and exclude the Contractor from further use of the County streets and the Contractor shall thereupon surrender all rights in and under this Contract. In order for the County to declare a forfeiture pursuant to the above, the County shall fully comply with the procedures set forth within section XVIII of the 2010 Ordinance which are incorporated herein by reference.

29.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

29.2.2. The County shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the County, Contractor shall acknowledge receipt of such notice and shall promptly provide the County with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

29.3 Events of Default by the County:

The following shall constitute events of Default on the part of the County, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

29.3.1 A failure by the County to timely perform any obligation under the terms of this Contract or the 2010 Ordinance, as amended, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if County commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the County and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

29.3.2 The County being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance hereunder.

29.3.3 Contractor shall, as soon as practical, notify the County of any failure on the County's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the County shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the County, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the County.

30. RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE

Subject to section 15 of this Contract, the Contractor shall hold title and ownership of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, once placed in the Designated Collection Location by the Service Unit. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

If any future Legislation is passed by the Congress of the United States that creates financial benefits for Contractor based solely on Contractor's ownership or control of Single Stream Recovered Materials which exceeds any related increase in costs to Contractor from or related to the same Legislation, Contractor will negotiate in good faith with the County regarding the appropriate allocation of those financial benefits between the County and Contractor.

32. GOVERNING LAW, DISPUTE RESOLUTION

This Contract shall be governed by and interpreted under the laws of the State of Georgia.

33. COMPLIANCE WITH LAWS

Each of the County and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

34. SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

35. TRANSFER AND ASSIGNMENT

No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed. The County in its discretion may assign this Contract to an Authority created by law to administer solid waste management and collection within the County.

The parties acknowledge and agree that the Service Areas are determined pursuant to the 2010 Ordinance, as amended, in which the terms contemplate adjustment of Service Zones. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the County at the time of such acquisition or merger, subject to

County consent as provided above.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

36. MODIFICATION

Except for the 2010 Ordinance, as amended, to which this Contract is made subject, this Contract constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

38. CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

39. BINDING EFFECT

This Contract shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

40. TIME IS OF THE ESSENCE

Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

41. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. CAPTIONS; DESIGNATIONS

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

43. REPRESENTATIONS

The parties signing this Contract warrant that they have been authorized to do so by the

Gwinnett Board of Commissioners or by the appropriate board or officer as the case may be. The Contractor shall provide to the County written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the County represents, warrants to Contractor and covenants and agrees as follows:

43.1 The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Contract and the County's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Notwithstanding the foregoing, the County may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

43.2 The County is not aware of any additional consents or approvals required to enter or perform this Contract by the County. Furthermore, the County is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound that conflicts with the entering into or performance of this Contract.

43.3 To the best of the County's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

44. RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

45. CONSTRUCTION AND MODIFICATION

This Contract is to be construed consistent with the 2010 Ordinance, as it may be amended from time to time. To the extent this Contract cannot be construed consistent with the 2010 Ordinance, the Parties agree that this Contract shall be amended to the extent necessary to comply with the 2010 Ordinance. The parties agree to execute any and all amendments necessary to amend this Contract consistent with the 2010 Ordinance as amended prior to or subsequent to the effective date of this Contract. In addition, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and this Agreement and the Amendment to this Agreement are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

GWINNETT COUNTY, GEORGIA.

By:

Charlotte J. Nash, Chairman

ATTEST:

By:

Diane Kemp, County Clerk
(SEAL)

Approved as to form:

Theresa A. Cox, Deputy County Attorney

ADVANCED DISPOSAL SERVICES ATLANTA, LLC

By:

John Spegal, Chief Operating Officer

ATTEST:

By: _

Secretary or Other Authorized Officer
(SEAL)

APPENDICES

**FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND COLLECTION OF
RESIDENTIAL SINGLE-STREAM RECOVERED MATERIALS**

LIST OF APPENDICES

- I. Cart Specifications
- II. Residential Recovered Materials
 - IIA. Recovered Materials Matrix
- III. Service Fees
- IV. Federal Work Authorization Program Certification
- V. Service Area

Appendix I

Cart Specifications

The following specifications represent the minimum standards required by the County with respect to the Carts. Unless otherwise stated within this Appendix I the term “Cart” shall mean “Residential Municipal Solid Waste Storage Cart” or “Residential Recovered Materials Storage Cart.” The County may consider Carts which do not comply with one or more of the following specifications. Acceptability of alternative specifications is, however, the sole determination of the County.

1. The Carts are new or refurbished and are compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Carts shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Carts are designed to contain Residential Single-Stream Recovered Materials and Residential Municipal Solid Waste materials, as applicable, including paper, fibers, garbage, refuse, and rubbish. Residential Single-Stream Recovered Materials placed in the 95 gallon Cart will not be recycled. The 65 gallon Recycling Cart is designed to contain Residential Single-Stream Recovered Materials.
4. The Carts are provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Carts are composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Residential Municipal Solid Waste Storage Cart shall be either approximately 95 or 65 U.S. gallons, excluding domed lid. The capacity of the Residential Recovered Materials Storage Cart is 65 U.S. gallons. Residential Recovered Materials Storage Carts shall be clearly marked “Recycling.”
7. The Residential Municipal Solid Waste Storage Cart is designed to accommodate a load of three hundred thirty (330) pounds or two hundred thirty (230) pounds, excluding the weight of the Cart.
8. The Residential Municipal Solid Waste Storage Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the Cart and its contents up to 330 pounds or 230 pounds.

9. The Carts are made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Carts will have a color of Black, Gray, Brown, Green, Tan, Maroon, Burgundy, Blue, or certain other colors approved by the County. These colors must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Cart lid is held closed by its weight only. No latches are used or required.
13. The Carts, when empty, will not overturn when the lid is thrown fully open.
14. Each Cart will display the Contractor's company name.

Appendix II

Acceptable Residential Recovered Materials

The list of acceptable Recovered Materials to be collected upon request by the Service Unit is listed below. This list is subject to change after an annual review by the parties and upon the mutual consent of the parties during the Term.

NEWSPAPER

Newspapers & Inserts

CARDBOARD

Cardboard Boxes (Broken Down)

Pizza Boxes (with no food or grease)

KRAFT PAPER

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

PAPERBOARD

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

MAGAZINES

Magazines

Shopping Catalogues

JUNK MAIL

Discarded Mail

Greeting Cards

Envelopes

MIXED PAPER

Calendars
School Papers
Carbonless Forms-Paper

OTHER PAPER

Computer Paper
Old Phone Directories
Paperback Books

ALUMINUM

Aluminum Beverage Containers
Aluminum Baking Tins
Aluminum Food Containers

STEEL

Steel Food Containers
Empty Aerosol Cans
Clean Metallic Lids

PLASTIC

Plastic Soda & Water Bottles (#1)
Milk Jugs (#2)
Plastic Detergent Bottles (#2)

Appendix IIA

Recovered Materials Matrix

Material	Material Percentage	Commodity Price	Value
OCC	16.60%	85.00	14.11
Mixed Paper (including ONP)	38.40%	(5.00)	(1.92)
PET	3.50%	210.00	7.35
Natural HDPE	1.60%	750.00	12.00
Pigment HDPE	1.70%	102.60	1.74
Rigid Plastics	2.30%	40.00	0.92
Mixed Plastic (3-7)	2.20%	(30.00)	(0.66)
Glass	10.10%	(30.00)	(3.03)
Steel	3.20%	62.50	2.00
Aluminum	1.10%	820.00	9.02
Residual	19.30%	(60.00)	(11.58)
	100.00%		\$29.95

OCC = Old Corrugated Cardboard

PET = Polyethylene Terephthalate Plastics

HDPE = High Density Polyethylene Plastics

Natural = No Color Additives

Pigment = Color Additives

Appendix III **Service Fees**

Service Description

Service Fee for Calendar Year 2020

Base Service – Residential Municipal Solid Waste Collection and Disposal, Collected Weekly; Residential Single-stream Recovered Materials collection and delivery to a Processing Facility determined by Contractor, Collected weekly; White Goods and Bulky Waste Collection, Processing and/or Disposal, Collected weekly

\$ 16.98/Base Service Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

\$ 12.74/ Senior Discount Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

Additional Service Fee for Non-Curbside Collection (Person with a Disability)

\$ 0.00/Service Unit/Month

Additional Service Fee for elective (by Service Unit) Yard Trimmings Collection, Processing, and/or Disposal collected weekly (Additional Service Fees, over base services to be billed by Contractor directly to Service Units)

\$ 10.00 /Service Unit/Month; billed semi-annually for six month periods from January 1 – June 30 and July 1 – December 31 (subject to the 25% discount for 12 month contracts set forth in 4.1 of this Agreement)

Special Programs – Collection, transfer, and Disposal/Processing of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste, and/or Yard Trimmings from Special Programs Roll-off container and Roll-off Collection Vehicle service at Special Program(s) (Event Service Fee shall also include container drop & pull)

\$ 1500.00/Service Unit/Month

Note 1: Service Fee must also include all appropriate hauling costs for

transportation to Disposal Facility, Transfer Station, or Processing Facility , as applicable

Note 2: Contractor is responsible for billing Service Units directly for any additional Service Fees resulting from any and all services beyond the Base Collection Services and Special Programs.

Note 3: Initial Service Fee subject to Adjustments as provided in Section 4.1.1.

APPENDIX IV

WINNETT COUNTY, GEORGIA CERTIFICATION OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

This will affirm that and its subcontractors have registered for and are participating in the federal work authorization program defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By:

Date

Printed Name

Advanced Disposal Services of Atlanta, Inc.
Republic Services, Inc.
Sanitation Solutions, Inc.
Southern Sanitation, Inc.
Waste Pro of Georgia, Inc.



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The following is a list of the most important results obtained from the study. The first result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The second result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The third result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The fourth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The fifth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The sixth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The seventh result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The eighth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The ninth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The tenth result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem.



Miss Margaret Fitzgerald
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**SECOND AMENDMENT TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL AND COLLECTION OF RESIDENTIAL SINGLE-
STREAM RECOVERED MATERIALS**

Between

GWINNETT COUNTY, GEORGIA

And

BFI WASTE SERVICES, LLC

d/b/a

REPUBLIC SERVICES OF GEORGIA

TABLE OF CONTENTS

1.	TERM	2
2.	DEFINITIONS	2
3.	SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.....	9
4.	FEES AND PAYMENTS FOR SERVICES.....	11
5.	SERVICE FEE ADJUSTMENTS.....	14
6.	GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES	18
7.	SCHEDULE OF COLLECTION	20
8.	ELECTIVE SERVICES	20
9.	PUBLIC EDUCATION	20
10.	SPECIAL PROGRAMS	21
11.	PERSONNEL OF THE CONTRACTOR.....	21
12.	LITTER AND SPILLAGE	22
13.	DESIGNATED DISPOSAL AND PROCESSING LOCATIONS	23
14.	COLLECTION EQUIPMENT	23
15.	UNACCEPTABLE WASTE	25
16.	COMPLAINTS.....	25
17.	QUALITY OF PERFORMANCE OF CONTRACTOR	26
18.	MANNER OF COLLECTION GENERALLY	28
19.	NATURAL DISASTERS	29
20.	UNCONTROLLABLE CIRCUMSTANCES	29
21.	PERMITS AND LICENSES	29
22.	PERFORMANCE BOND.....	29
23.	EMPLOYEE WAGES AND BENEFITS	30
24.	INSURANCE	30
25.	INDEMNIFICATION.....	32
26.	ACCESS AND AUDITS	33

27.	POINT OF CONTACT	33
28.	NOTICE	33
29.	DEFAULT OF CONTRACT	34
30.	RIGHT TO REQUIRE PERFORMANCE	36
31.	TITLE TO WASTE	36
32.	GOVERNING LAW, DISPUTE RESOLUTION.....	36
33.	COMPLIANCE WITH LAWS	36
34.	SEVERABILITY	36
35.	TRANSFER AND ASSIGNMENT	36
36.	MODIFICATION.....	37
37.	INDEPENDENCE OF PARTIES TO AGREEMENT.....	37
38.	CHANGE OF LAW	37
39.	BINDING EFFECT	37
40.	TIME IS OF THE ESSENCE	37
41.	COUNTERPARTS.....	37
42.	CAPTIONS; DESIGNATIONS	37
43.	REPRESENTATIONS.....	37
44.	RECITALS	38
45.	CONSTRUCTION AND MODIFICATION.....	38

This Second Amendment To The Agreement For Residential Solid Waste Collection And Disposal And Collection Of Residential Single-Stream Recovered Materials is hereby made and entered into this —— day of June, 2020 (the “Effective Date”), between Gwinnett County, Georgia, a political subdivision of the State of Georgia organized and existing under the laws of the State of Georgia (the “County”), and, BFI Waste Services, LLC d/b/a Republic Services of Georgia, a Georgia Corporation (hereinafter referred to as “Contractor”).

W I T N E S S E T H

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

WHEREAS, pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20, et. seq., the 2008 Comprehensive Solid Waste Management Plan, and Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010, as amended, Gwinnett County has the authority to determine the manner of collection and disposal of solid waste generated by residents of the County, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the County; and

WHEREAS, the parties entered into a previous Contract on May 23, 2010 for an eight-year term with a two-year option to renew the Contract; and

WHEREAS, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials and the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order; and

WHEREAS, the County and Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials on December 19, 2017 with an initial term beginning on July 1, 2018 and ending on June 30, 2026; and

WHEREAS, under the terms of First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials, Contractor was given an exclusive Contract in the designated Service Area for a specified period of time for the Collection Services as outlined in the First Amendment; and

WHEREAS, since the County and the Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential

Single-Stream Recovered Materials, there have been changes in the law and in the solid waste and recycling industry; and

WHEREAS, the County and Contractor desire to amend the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials to amend certain provisions to address changes in the law, to address changes in the recycling industry, and to clarify certain provisions and address; and

WHEREAS, it is deemed to be in the best interest of the County and the residents of the County for the County to enter into this Second Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with Contractor in order to ensure high quality services by Contractor to the County within the designated Service Area at reasonable rates to County residents; and

WHEREAS, the County 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.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. TERM:

The Term of this Second Amendment to the Agreement, as defined herein, shall be for the period beginning June 1, 2020, and expiring on June 30, 2026 (the “Initial Term”). Upon the expiration of the Initial Term, this Contract shall be automatically renewed for an additional two (2) year term (“Renewal Term”, together with the Initial Term, the “Term”) unless the County provides at least ninety (90) days prior written notice to the Contractor of its intent not to renew the Contract prior to the expiration of the Initial Term. The terms and conditions of this Contract during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be terminated during the Initial Term or Renewal Term pursuant to the provisions of section 29 below.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Adjustment Factor shall have the meaning set forth in section 5 below.

2.3 Base Collection Services shall mean those Collection Services provided in exchange for the Service Fee, excluding the collection services for Yard Trimmings.

2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4-.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

2.5 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, thus too large or too bulky to be collected during normal Residential Municipal Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

2.6 Clear Zone shall mean the unobstructed relatively flat area beyond the edge of the traveled way that allows a driver to stop safely or regain control of a vehicle that leaves the traveled way.

2.7 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods for transport elsewhere, or cause such to be done.

2.8 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, including related transportation, transfer, processing and/or disposal.

2.9 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.10 Construction and Demolition Waste (C&D Waste) shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

2.11 Consumer Price Index or CPI-U shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, All Items less energy, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.12 Contract shall mean this Contract between the County and Contractor.

2.13 Contract Year shall mean July 1 through June 30 of each calendar year.

2.14 Contractor shall mean

2.15 County shall mean Gwinnett County, Georgia.

2.16 Day shall mean calendar day.

2.17 Default shall mean a breach of this Contract by the Contractor or the County, which breach is not cured within the applicable cure period allowed herein.

2.18 Designated Collection Location shall mean where the edge of the Collection Cart and/or any Yard Trimmings, and/or any Bulky Waste, and/or any White Goods is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.19 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.20 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.21 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.22 Elective Services shall mean collection services offered by the Contractor, for a charge in addition to the Service Fee, which are arranged between the Contractor and the Service Unit, including costs for delivery of and collection from an additional Cart pursuant to section 3.2 below, and billed for separately by the Contractor excluding Yard Trimmings Collections.

2.23 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.24 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.25 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.26 Garbage shall mean food waste including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, as per Georgia Department of Natural Resources Rule 391-3-4-.01. Garbage does not include Unacceptable Waste.

2.27 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

2.28 Holiday shall mean New Year's Day, Thanksgiving Day, and/or Christmas Day.

2.29 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.30 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.31 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.32 Municipal Solid Waste (MSW) shall mean any solid waste derived from households including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes Yard Trimmings and commercial solid waste, but does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.33 New Customer shall mean any Owner of a newly constructed Service Unit.

2.34 Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor.

2.35 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises in unincorporated Gwinnett County.

2.36 Person shall mean the State of Georgia or any other state or any agency or institution thereof and any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.

2.37 Person with a Disability shall mean a service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article so long as he or she obtains a physician's certificate certifying such challenge and provides the physician's certificate to the Contractor. Person with a Disability shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.38 Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee as amended prior to or subsequent to the effective date of this Contract consistent with the

terms of this Contract.

2.39 Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of Solid Waste, and separation from Solid Waste or other handling of Recovered Materials for Recycling.

2.40 Processing Facility shall mean a Facility whose activities include, but are not limited to, the separation and preparation of Solid Waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity, and includes all aspects of its management (administration, personnel, land, equipment, building and other elements).

2.41 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.42 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.43 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

2.44 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

2.45 Recycling Processing Charge shall mean an amount added to the Service Fee to reflect the costs to Contractor related to processing of Residential Single-stream Recovered Materials collected from Service Units, adjusted annually in the manner described in Section 5.5 of the Contract.

2.46 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, Triplexes, Quadraplexes, or Mobile Homes.

2.47 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.48 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste, as per Cart Specifications in Appendix I.

2.49 Residential Recovered Materials Collection Service shall mean the Contractor's Collection and Processing of Residential Single-Stream Recovered Materials, in accordance with the terms of this Contract.

2.50 Residential Recovered Materials Storage Cart shall mean a plastic recycling cart

that will allow collection of Recovered Materials, meeting Residential Recovered Materials Storage Cart Specifications in Appendix I. The deployment of Residential Recovered Materials Storage Carts as set forth in this amended agreement shall be effective beginning July 1 2018.

2.51 Residential Service Provider shall mean Contractor.

2.52 Residential Single-stream Recovered Materials shall mean those materials as set forth in Appendix II, which may be amended in accordance with the provisions of Agreement, which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the Residential Municipal Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

2.53 Service Fee Adjustments shall have the meaning set forth in section 4.1.1 below.

2.54 Service Area shall mean the "Service Zone" assigned to Contractor and described herein in Appendix V.

2.55 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit, and in addition, the amount of the applicable Recycling Processing Charge.

2.56 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services unless such units request Residential Municipal Solid Waste Collection Services as provided by this Contract.

2.57 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.58 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.59 Special Programs shall have the meaning set forth in Section 10.

2.60 State shall mean the State of Georgia.

2.61 Term shall have the meaning set forth in section 1 above.

2.62 Tire shall mean a continuous solid or pneumatic rubber covering designed for

encircling the wheel.

2.63 Transfer Station shall mean a Facility, permitted by applicable law, used to transfer Solid Waste from one Collection Vehicle to another for transportation to a Disposal Facility or Processing Facility.

2.64 Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

2.65 Triplex shall mean a building designed exclusively for residential occupancy by three Families.

2.66 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.67 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.68 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the County. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.69 White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

2.70 Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and

vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all Treated Wood.

2.71 2010 Ordinance shall have the meaning set forth in section 29.2 below.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be Provided by Contractor

During Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services, and if requested, the right to provide Residential Recovered Materials Collection Service and Collection of Yard Trimmings in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area. The County 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 the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area as contemplated hereby during the Term hereof. The Contractor may charge extra, in addition to the Service Fee, for providing Yard Trimmings Collection service, and may, but is not required, to offer the service or Residential Recovered Materials Collection Service, on a different day of the week than the other Collection services. Non-Curbside Collection must also be offered to Persons with a Disability requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Persons with a Disability who have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Collection of Yard Trimmings, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the County to use the Collection Services offered by Contractor. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection

The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location.

3.1.2 Residential Single-stream Recovered Materials Collection

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Contractor will provide once per week Collection of Residential Single-stream Recovered Materials from a Contractor owned 65 gallon Residential Recovered Materials Storage Cart or a Contractor owned 18 gallon Residential Recovered Materials Storage bin. If not requested during new service set up, the Service Unit(s) must contact the Contractor directly to request Residential Recovered Materials Collection Service and shall timely place such Residential Single-stream Recovered Materials at the Designated Collection

Location for Collection by the Contractor. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recovered Materials Storage Cart in the Designated Collection Location. The list of acceptable Recovered Materials to be Collected upon request by the Service Unit is listed on Appendix II, but is subject to change after an annual review by the parties and by the mutual consent of the parties during the Term.

3.1.3 Bulky Waste and White Goods Collection

Once per week, the Contractor will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods. It is the responsibility of the Service Unit to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to Collect White Goods that do not meet these standards. The Collector must, however, notify the Service Unit of the reasons that the White Goods were not Collected. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such White Goods and/or Bulky Waste in the Designated Collection Location in compliance with this section 3.1.3.

3.1.4 Yard Trimmings Collection

Yard Trimming Collection shall be done on a weekly basis, under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit on a semi-annual, or annual, basis for Yard Trimming Collection, in addition to the Service Fee charged for the other Base Collection Services. Contractor shall offer collection of no more than three cubic yards per Collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags designed or suitable for containing Yard Trimmings, excluding Residential Municipal Waste Storage Carts, Residential Recovered Materials Storage Carts, and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle weighing not more than fifty (50) pounds. The Service Unit(s) will contact the Contractor directly to request Collection of Yard Trimmings and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Contractor. Yard Trimmings shall be Collected, and may upon collection be comingled with, Residential Municipal Solid Waste. In the event that the Contractor comingles Yard Trimmings with Residential Municipal Solid Waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

3.2 Storage Carts

Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Cart ("Cart") and, if requested for the service, one 65 gallon Residential Single-stream Recovered Materials Storage Cart" or 18 gallon Residential Single-Stream

Storage bin as requested by the Service Unit. Contractor shall deliver the approximately 95 gallon Residential Municipal Solid Waste Storage Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Residential Municipal Solid Waste Storage Cart. Contractor will deliver carts and/or bins within ten (10) business days of the request by the Service Unit. These Carts may be new, or if in good working condition and clean, may be refurbished. All Carts must, however, meet the specifications set out in Appendix I hereto. Contractor will provide additional Cart(s) to any Service Unit requesting them. The Service Unit will reimburse the Contractor for all costs and expenses incurred in the delivery of additional Carts, and the Contractor shall be permitted to charge additional Service Fee for Collection from the additional Cart(s). Contractor will be responsible for the purchasing, assembly, delivery (including copies of the educational information, if any, provided by the County as camera ready copy), maintenance and replacement of all Carts used in providing Collection Services. All Carts will remain the property of the Contractor.

3.3 Missed Collections

Contractor will be responsible for receiving all reports of missed Collections from Service Units, rectifying the missed Collection with Service Unit and providing this information on required reports within twenty-four hours of the Missed Collection except if such deadline occurs on a Sunday or a Holiday then by the end of the next business day to the County. In the event the missed Collection was due solely to the fault of the Contractor and such missed Collection was not due to Uncontrollable Circumstances, Contractor shall provide the applicable Collection Service to the Service Unit within twenty-four (24) hours of the report of the Missed Collection, except if missed Collection deadline falls on Sunday or a Holiday, then the deadline will be end of the day the next business day. In the event the missed Collection was due to any act or failure to act by the Service Unit and/or the County, Contractor shall not schedule or perform an additional pickup and Contractor shall continue to receive the entire Service Fee for the Service Unit.

3.3.1 If Contractor determines that a route will be delayed or unfinished, Contractor shall provide the County notification by email which identifies the area with specificity that was not served, the number of residential units affected, the reason the route was delayed or unfinished and the estimated day and time the service will be completed.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Service Fees

The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$17.91 for the period from January 1, 2018 through June 30, 2018. The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$16.66per Service Unit per month beginning on July 1, 2018 (the Service Fee). This Service Fee for the Base Collection Services constitutes a seven percent (7%) reduction from the Service Fee for Base Collection Services scheduled to be effective on January 1,

2018. In the event that the Service Unit receives a Senior Discount, however, the County shall pay the Contractor the Service Fee less the amount of the Senior Discount for such Service Unit. The Contractor shall be entitled to a Service Fee for each Service Unit if Contractor has delivered a Cart to the Service Unit and the Owner of that Service Unit has not notified Contractor in writing or notified the County that the Service Unit is no longer occupied. The Service Fee shall be subject to adjustment as provided in section 4.1.1 below which adjustments shall be made in accordance with section 4.1.2 below. The Service Fee includes Residential Recovered Materials Collection Services. Services if elected by the Service Unit, provided however, to encourage Recycling, there will be no reduction in the Service Fee if Residential Recovered Materials Collection Services is not elected. Furthermore, Contractor may, within its Service Area, contract directly with residents on a semi-annual basis for the collection and disposal of Yard Trimmings at a rate of \$60.00 per Service Unit for such collection and disposal service to be paid semi-annually without proration for service provided at any time during any of the six (6) months of January through June or at any time during any of the six (6) months of July through December. The semi-annual rate may be charged to a resident only if service is provided during a six-month period as aforesaid. Contractor may suspend Yard Trimmings Collection services for nonpayment upon notice to County and Owner. In the event that an owner of a Storage Unit requests collection and disposal of Yard Trimmings and agrees to twelve (12) months of continuous Yard Trimmings service, the Contractor shall provide a twenty-five percent (25%) discount for collection and disposal of Yard Trimmings effective July 1, 2018. The Service Fees will be invoiced and calculated as provided in section 4.2 below. The Contractor shall be paid the Service Fees irrespective of whether or not the County collects amounts owed from the Service Unit.

4.1.1 Adjustments to Service Fee

The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 5.1 below), increases and decreases in cost of Diesel Fuel (as provided in section 5.2 below), increases and decreases in the cost of recycling (as provided in section 5.3 below), and increases due to Change in Law. (as provided in section 5.4 below) (collectively "Service Fee Adjustments").

4.1.2 Payment of Adjustments to Service Fees

The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the County on or before May 1 of each Contract Year ("Service Fee Adjustment Notice"). The Service Fee Adjustments shall be based on the 12 month period from April 1 to March 31 of each year during the Term ("Base Year"). The Service Fee Adjustments will be included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the County, commencing January 1, 2020 ("Service Fee Adjustment Date").

4.1.3 Discounts for Seniors

Contractor shall provide a twenty-five percent (25%) discount to each Service Unit for which an owner of the Service Unit has submitted an affidavit to the Contractor verifying that such owner is sixty-two (62)

years of age or older and verifying that the Service Unit address is the owner's primary residence. The Senior Discount shall commence on the first day of the second month following the owner's submission of the affidavit.

4.2 Invoicing

Prior to the effective date of this Contract, Contractor will provide the County with an electronic list containing the street address of each Service Unit and total number of Service Units within the Contractor's Service Area ("Initial Service List"). Without additional fees or payments the County shall cooperate with Contractor in completing the Initial Service List and shall provide that electronic stored information in the County's possession or control that is or may be helpful to Contractor in compiling the Initial Service List. Thereafter, each month along with its invoice (as provided below), Contractor shall provide an electronic list containing the addresses and total number of Service Units, the Owners of which have provided Contractor with written notice that the Service Unit is no longer occupied, Collection Services need to be discontinued and the Cart(s) and Bin picked up or the Service Unit has subsequently become occupied or reoccupied, Collection Services needed to be commenced or recommenced. No later than the second (2nd) day of each calendar month, the Contractor shall submit to the County a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees"). Such Statement of Service Fees shall list monthly payments due the Contractor based on the Service Fee, Service Fee Adjustments, and upon the calculation of Service Units determined by the Contractor pursuant to section 4.1 and this section 4.2. The statement must include:

- 4.2.1** The number of Service Units calculated in accordance with sections 4.1 and 4.2;
- 4.2.2** Any liquidated damages assessed by the County; and
- 4.2.3** Service Fee Adjustment

4.3 County Administration Fee

The County may charge each Service Unit for administration and related expenses ("County Administration Fee") which may be modified by the County at its discretion. The County Administration Fee shall be retained by the County.

4.4 Payment

No later than the tenth (10th) day of each calendar month, the County shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the County shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees

5. SERVICE FEE ADJUSTMENTS

All service fee adjustments related to this section or any other section in this agreement shall be provided to the County by May 1 of the calendar year preceding the calendar year the adjustments are to be effective for consideration as part of the annual Service Fee Adjustment Notice process. Any notifications received after May 1 will be considered during the next annual Service Fee Adjustment Notice process. All service fee adjustments become effective on the Service Fee Adjustment date (January 1 of the year following the Adjustment Notice to the County).

5.1 Service Fee CPI-U Adjustment

The CPI-U shall be used to calculate Service Fee Adjustments subject to the provisions of sections 4.1.1 and 4.1.2 above. During the Term, the Service Fee shall be adjusted based upon the Adjustment Factor beginning on January 1, 2020. The Adjustment Factor shall be equal to 70 percent (70%) of the increase, if any, in the inflation index, CPI-U, which occurred during the preceding Base Year. The Contractor's then current Service Fees for each Collection Service shall be adjusted by multiplying each by the Adjustment Factor. The Service Fee CPI-U Adjustment will be paid in accordance with section 4.1 above. Provided, however, and subject to section 5.4 below, Service Fee Adjustments for increases in the CPI-U during the Initial Term shall not exceed 21% in the aggregate.

5.2 Service Fee Fuel Adjustment

During the Term, the Service Fee shall be adjusted for increases and decreases in the average cost of No. 2 Diesel Ultra Low Sulfur Fuel ("Fuel") as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers, including taxes (the "Index") for each Base Year over or under the Base Cost per Gallon of Fuel of \$2.76 per gallon. Each "Base Year" shall have the same meaning as set forth in section 4.1.2.

5.2.1 Determination of Annual Fuel Usage and Fuel Adjustment

For the purpose of calculating the Service Fee Fuel Adjustment, Fuel Usage for the Initial Term shall be calculated as follows:

On or before April 15, 2019, all contractors providing Collection Services in Gwinnett County pursuant to the Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials contract (the "Hauler Contracts" or "Hauler Contract"; each contractor with a Hauler Contract shall be referred to in this section 5.2 as "Haulers" or "Hauler") shall report to the County the number of gallons of Fuel used in providing Collection Services under the Hauler Contracts by each Hauler in that First Contract Year through March 31, 2019 (July 1, 2018 through March 31, 2019). The Fuel Usage for the First Contract Year through March 31, 2019 shall be annualized by dividing the total Fuel Usage for all the Haulers by the number of completed months 9 and multiplying the result by 12, the result shall be referred to as the gallons of Fuel used in the First Contract Year. Notwithstanding the amount of fuel actually consumed by the Haulers, for all Contract Years, Fuel Usage

shall mean the gallons of Fuel used in the First Contract Year by all Haulers, as determined above, reduced by 1.5% cumulative each Contract Year (“Annual Fuel Usage”). To determine Service Fee Fuel Adjustment for each Hauler, for each Base Year, the Base Costs per gallon of Fuel (\$2.76) will be subtracted from the daily average cost of Fuel per gallon for each Base Year as reported on the Index. The positive or negative result of the immediately preceding calculation will then be multiplied by the applicable Annual Fuel Usage for the Contract Year that terminates within the Base Year. The result of this calculation will be divided by the average number of Service Units within the County receiving Collection Services from all the Haulers for the First Contract Year to obtain the average Per Unit Fuel Adjustment. The total Annual Fuel Adjustment for each Hauler for each Base Year shall be obtained by multiplying the average Service Units in that Hauler's Service Area during the First Contract Year by the average Per Unit Fuel Adjustment to obtain the Annual Fuel Adjustment for each Hauler. The Annual Fuel Adjustment for each Hauler will be paid in equal monthly installments (1/12) as provided in section 4.1.2. Except as otherwise provided in section 5.4 below, for the purpose of this calculation only, the average number of Service Units within the County and the average number of Service Units in each such Hauler Service Area will remain fixed during the Initial Term.

The above calculation is represented by the following Formula:

A	Annual Fuel Usage which is consumption of Fuel during the First Contract Year for all Haulers, reduced by a cumulative 1.5% per year for each Contract Year after the First Contract Year.
B	The positive or negative result from subtracting the Base Cost per gallon of Fuel (\$2.76) from the daily average of Fuel during each Base Year as reported on the Index.
C	Average number of Service Units in the County during First Contract Year.
D	Average number of Service Units in each contractor Service Area during the First Contract Year.

A x B = Global Fuel Adjustment for all Haulers for each Base Year (GFA)

GFA ÷ C = Per Unit Fuel Adjustment (PUFA)

PUFA x D = Annual Fuel Adjustment for each Hauler (HAFA)

HAFA ÷ 12 = Monthly Service Fee Fuel Adjustment for each Hauler paid under section 4.1.

Exhibit 2 attached hereto provides an illustration using assumption of how and when the Service Fee Fuel Adjustment is calculated.

5.2.2 CAP

Except as otherwise provided in section 5.4 below, during the Initial Term the Service Fee Fuel Adjustment shall not exceed \$2.00 per gallon over \$2.76.

5.3 Annual Recycling Processing Charge Adjustment

Beginning with the Annual Service Fee adjustments to become effective for the year 2022, the County and the Contractor will review and evaluate at the time of each Annual Service Fee adjustment whether the current Recycling Processing Charge should be increased or decreased, based upon a determination of the change in value during the preceding Base Year of the standard composition of Residential Single-stream Recovered Materials collected by Contractor from Service Units and delivered to a Processing Facility.

County and Contractor agree there are three relevant constants for purposes of the foregoing value determination: (1) the average percentage composition of Recyclables, which Contractor and the County agree is accurately reflected in the Recyclables matrix which is found in Appendix IIA hereto; (2) Contractor collects an average of 6 pounds per week of Recovered Materials from an individual Service Unit, equivalent to a total of 312 pounds per Service Unit per year, which in turn equates to 15% of one ton of Recovered Materials collected from each Service Unit on an annual basis; (3) the current value per ton of Recovered Materials listed in Appendix IIA is accurately and reliably determined based on the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The cost for transportation and disposal of the “Residual” component in the Recovered Materials Matrix in Appendix IIA shall be a baseline amount of \$60.00 per ton. That baseline amount shall be adjusted by the increase or decrease during the preceding twelve (12) month period in the CPI-U Index for the “Water, Sewer, and Trash Collection Service” expenditure category. (By way of example only, if the CPI-U Index for that category goes up by 3% over the preceding Base Year, the applicable cost of transportation and disposal per ton of Residual would increase by 3% to \$61.80 per ton.) The parties agree the applicable value of a ton of Recovered Materials as of April 1, 2020, determined in accordance with the foregoing method and reflected in Appendix IIA is \$29.95.

Utilizing these constants, Contractor shall determine the change in value of a ton of Recovered Materials during the preceding Base Year as provided in Section 4.1.2, with the first Recycling Processing Charge adjustment to be determined on or before May 1, 2021, and determine the corresponding change in value of the amount of Recovered Materials collected annually from a Service Unit based on the second constant above (Change in Value per Ton x 15%). The Contractor shall submit the resulting calculation along with the information used to determine such calculation, including but not limited

to the applicable information from the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The amount resulting from that computation and verified by the County, divided by twelve (12) months, shall be the amount of the applicable adjustment to the Recycling Processing Charge upon the effective date of that annual Recycling Processing Fee adjustment.

If the foregoing calculation reflects a decrease in the value of Recovered Materials during the preceding twelve (12) month period, the Service Fee shall be increased by the adjustment amount, and, if the change in value of Recovered Materials during the preceding twelve (12) month period reflects an increase in the value of Recovered Materials, the Recycling Processing Charge shall be reduced by that adjustment amount.

5.4 Other Service Fee Adjustments

The County agrees that Contractor may also increase rates from time to time, to adjust for the following: increases in operational costs or expenses incurred by the Contractor as a result of a “Change In Law,” whether imposed retroactively or prospectively. If any increases in operational costs or expenses are incurred by the Contractor as the result of a Change In Law that is enacted after the May 1 service fee adjustment deadline, the County will work with the Contractor to reimburse such increased costs or expenses resulting directly from the Change In Law. A Change In Law means any amendment to, or promulgation of any federal, state, county, city, or local statute, regulation, or ordinance after the date of this Contract that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Collection Services; (ii) the operation of the applicable Disposal Facility, Transfer Station or Processing Facility; or (iii) the disposal of Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Collection Services. Change in Law shall include fees, surcharges, or other charges imposed by ordinance or agreement for a waste disposal facility by a host local government pursuant to the provisions of O.C.G.A. 12-8-39(d). The term Change in Law shall not include an amendment to Gwinnett County Solid Waste Ordinance or the Gwinnett County Solid Waste Management Plan.

5.4.1. Host Fee Adjustment

In 2018, the Georgia General Assembly passed House Bill 792 which amended Code Section §12-8-39(d) to increase the mandatory minimum surcharge fee payable to host communities (host fee) by private landfill facilities in the amount of \$1.50 per ton, which increased the mandatory host fee payable to host local governments to \$2.50 per ton effective July 1, 2019. Pursuant to House Bill 792, the County has paid and shall directly pay the Contractor \$0.18 per residential unit per month from January through December 2020, which includes the total fee increase for the 18-month period of July 1, 2019, through December 31, 2020. In addition, the County shall pay the Contractor \$0.12 cents per residential unit per

month for the period January 1, 2021, through December 31, 2021. Beginning January 1, 2022, this fee shall be included as part of the residential service fee and will be included on individual property tax bills until such time as there is a change in state law.

5.4.2 Recycling Fee Adjustment.

From January 1, 2020 through December 31, 2021, the County shall pay the Contractor as part of the Service Fee a Recycling Processing Charge in the amount of \$0.82 per Service Unit. Thereafter, the Recycling Processing Charge shall be adjusted annually in accordance with the provisions in Section 5.3.

5.5 Undue Hardship

Contractor may provide notice to the County that the caps on the Service Fee CPI-U Adjustments (section 5.1) or the caps on the Service Fee Fuel Adjustment (section 5.2) are overly burdensome. Upon such notice, the County will negotiate in good faith to amend in a commercially reasonable manner how Service Fee Adjustments are calculated or the caps are adjusted. Furthermore, if at any time after the first Contract Year the Service Area is modified, County and Contractor agree to negotiate in good faith to modify how fuel usage is determined for the purpose of calculating the Service Fee Fuel Adjustment under section 5.2.

6. GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES

Collection of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods from each Service Unit will be performed weekly by Contractor in accordance with all performance requirements set forth in this Contract.

6.1 Contractor Responsibilities

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner or the County that the Service Unit has become occupied.

6.1.2 Direct Billing: Contractor's billing and collection responsibilities shall be limited only to Elective Services and to Collection of Yard Trimmings. Collection of Yard Trimmings from each Service Unit will be performed under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit for Collection of Yard Trimmings, in addition to the Service Fee charged for the other Base Collection Services.

6.1.3 Termination of Service: Contractor shall have the right to suspend any Collection Service due to nonpayment of the Service Fees including any Service Fee Adjustments, by the County upon 14 days' actual notice to the County, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of such nonpayment. Further, Contractor shall have the right to terminate or

suspend all Elective Services or any Yard Trimmings collection service, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of nonpayment of fees due and owing to the Contractor by the Service Unit.

6.1.4 Collection, Processing and Disposal: Contractor shall deliver all Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste, and/or White Goods collected by Contractor to a Transfer Station, Processing Facility or Disposal Facility as determined by the Contractor. Any processing and/or disposal fees are to be paid to the applicable Transfer Station, Processing Facility or Disposal Facility by Contractor. Contractor shall maintain accurate records of the quantities of materials transported to such Transfer Station, Processing Facility, or Disposal Facility for a period of three (3) years. Such records shall include, but not be limited to, tonnage figures showing total recovered materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing this information.

6.1.5 Suitable Yard Trimming Set-Outs: If so requested by a Service Unit, the Contractor will collect Yard Trimmings set-outs that meet the specifications set forth in section 3.1.4.

6.1.6 Notification of Improper Set-Outs: The Contractor will be responsible for clearly communicating County, to a Service Unit, any legitimate ground for refusal to provide Collection Services for any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the County, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) with respect to White Goods, empty all foods and liquids, have any CFCs and PCBs evacuated and captured by a certified technician in accordance with law, and/or remove doors from freezers and refrigerators, (ii) timely place for Collection any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings at the Designated Collection Location in accordance with this Contract, (iii) placement of Residential Municipal Solid Waste in the Residential Recovered Materials Storage Cart intended for Residential Single-stream Recovered Materials or (iv) placement of Unacceptable Waste in the Residential Municipal Solid Waste Storage Cart.

6.2 County Responsibilities

6.2.1 Initiation of Accounts and Billing: The County will be responsible for billing and collecting the Service Fee for all Base Collection Services from existing Service Units and New Customers based upon occupancy permits issued by the County.

6.2.2 Public Education and Outreach: In coordination with and at the direction of Gwinnett County, the Contractor will be responsible for conducting formal public education programs and outreach related to the Collection Services. The County may provide public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts. The public education and outreach provisions of this amended agreement shall be effective beginning on July 1, 2018.

6.2.3 Service Referrals: The County will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the County becomes aware that are not reported directly to the Contractor.

6.2.4 Monitoring Contractor Compliance: The County is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The Contractor shall input any and all service unit data into the County's Customer Relationship Management System within twenty-four (24) hours of receipt such information by the Contractor or if the information is received on a Sunday or a Holiday then by the end of the next business day. The County may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner and in compliance with this Contract in accordance with section 26 of this Contract.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 7:00 am and 6:30 pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor or County may request a variance to these normal hours of operations when special or unforeseen incidents occur.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the Day following the Holiday. All subsequent collections during the week in which the Holiday occurs will take place on the Day following the scheduled Collection day, and Contractor agrees that up to two (2) additional bags of residential solid waste may be picked up per Service Unit.

8. ELECTIVE SERVICES

In the event a Service Unit requests a service not included within this Contract, the Contractor may directly negotiate with the Service Unit for the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. PUBLIC EDUCATION

In coordination with and at the direction of Gwinnett County, the Contractor shall implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, including public meetings supported with Website, folders, brochures and other printed material. The Contractor will be named a "partner" in achieving the County's waste reduction and diversion goals. In coordination with Gwinnett County, the

Contractor shall create a website to explain why Gwinnett County emphasizes the need to recycle certain materials and to answer frequently asked questions regarding Recycling. The website shall provide a means by which a customer may electronically request and schedule large item pickups. The Contractor shall ensure that its personnel is adequately trained to correctly answer questions from customers regarding all aspects of the Recycling procedure. The Contractor and the County shall confer and coordinate efforts in order to achieve consistency of information disseminated to the public through the website. Contractor will print and distribute educational information, provided by the County as camera-ready copy, on Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Glass, Bulky Waste, White Goods, and/or Yard Trimmings including, but not limited to, program brochures and improper set-out notices to Service Units, where applicable, when performing Collection services under the Contract. The Contractor shall provide the County with quarterly reports of such activities. Contractor shall not distribute any public information material or website information without prior County approval.

10. SPECIAL PROGRAMS

Contractor agrees to coordinate efforts with the County to service all Special Programs sponsored by the County in the Service Areas. Contractor shall be paid a “per event” Service Fee as set out on Appendix III. When Special Programs sponsored by the County occur within the Service Area, the Contractor agrees, at the request of the County, to deliver and pick up a roll-off box container and deliver the contents for Processing/Disposal.

11. PERSONNEL OF THE CONTRACTOR:

11.1 Qualified Personnel: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Georgia Department of Driver Services.

11.2 Operational and Safety Training: Contractor shall provide operational and safety training for all of its employees who utilize or operate Collection Vehicles or equipment for collection of materials under the Contract. Contractor shall train its employees in Solid Waste collection to identify, and not collect, Hazardous Waste or Biomedical Waste.

11.3 No Tipping: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

11.4 Employee Decorum: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work

as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the County has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

11.5 Participation in Federal Work Authorization Program: Contractor affirms, via Appendix IV, that the Contractor and all its subcontractors, have registered for, and are participating in, the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All of the Contractor's documents and records of these verification processes shall be retained for a period of three (3) years following completion of this Contract.

11.6 Supervisor Qualifications: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the County and/or Service Units, or to follow up on problems and inspect Contractor's operations.

11.7 Uniforms: All employees of the Contractor performing work under the Contract shall wear a uniform while operating in the field, the shirt of which shall show their association with the Contractor. Contractor shall provide a list of current employees and subcontractors to the County upon request.

11.8 No Scavenging: Contractor shall assure that no employees remove materials from the Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under the Contract.

11.9 Employee Training: Contractor will train its employees as to the County's collection rules and regulations; ensuring employees can answer questions from Service Units and follow the County's collection rules at the curb. This training is to be ongoing and reaching new hires. Contractor employees will also leave notices of improper set-out when applicable. All drivers and Collection Vehicle crews shall be specifically trained in recognizing Acceptable Residential Municipal Solid Waste, Residential Municipal Single-stream Recovered Materials, Bulky Waste, White Goods and Yard Trimmings and the Contract requirements with respect to litter, and litter and spillage clean-up procedures.

12. LITTER AND SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Residential Single-stream Recovered Materials,

Yard Trimmings, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly remove and clean up all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

13. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

13.1 Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials: All Residential Municipal Solid Waste Residential Single-Stream Recovered Materials Collected by the Contractor shall be delivered to the applicable Processing Facility, Transfer Stations or Disposal Facilities determined by the Contractor. A Transfer Station may serve as the initial receiving Facility prior to delivery of the Residential Municipal Solid Waste to a Disposal Facility. Acceptable Residential Municipal Solid Waste must be stored in enclosed, leak proof Collection Vehicles on the days the designated Disposal Facility or Transfer Station is unavailable.

13.2 Yard Trimmings: All Yard Trimmings collected by a Contractor shall be delivered to a Processing Facility or Disposal Facility permitted to accept Yard Trimmings as determined by the Contractor. Acceptable Yard Trimmings collected will need to be stored in enclosed, leak proof Collection Vehicles on the days this designated Processing Facility and/or Disposal Facility is unavailable.

13.4 Bulky Waste: All Bulky Waste collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

13.5 White Goods: All White Goods collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

14. COLLECTION EQUIPMENT

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. The County requires the use of Collection Vehicles that are reliable, safe, well maintained, clean, and in good working order. Contractor shall remove from service and repair any Collection Vehicle that continuously leaks hydraulic fluid, oil, gas or other fluids. Contractor may use Collection Vehicles older than 10 years, but if it chooses to do so, those Collection Vehicles may be required to have a semi-annual inspection by a certified mechanic chosen by the County, and any costs and expenses of such inspections will be paid by the Contractor. Additionally, the County's representative(s) reserves the right to inspect all Collection Vehicles to be used in servicing this Contract no later than thirty (30) Days before Contract begins and at any time upon 48 hours' notice. The County shall notify Contractor about the failure of any Collection Vehicle to meet this requirement within ten (10) Days of inspection.

14.1 Specifications: All Collection Vehicles used by Contractor in providing

collection of materials under the Contract shall comply with all applicable local, County, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that Gross Vehicle Weight (GVW) of all Collection Vehicles, even when loaded, does not exceed Collection Vehicle license limitations to protect the highways of Gwinnett County.

- 14.2 Collection Vehicle Identification:** Contractor's name, local telephone number, and a unique Collection Vehicle identification number designated by Contractor for each Collection Vehicle shall be conspicuously displayed in at least three places on all Collection Vehicles, in letters and numbers no less than six (6) inches high. Contractor shall not place the County's name or logo on its Collection Vehicles.
- 14.3 Equipment Inventory:** In addition to the above required information, Contractor shall furnish the County a written inventory of all Collection Vehicles used in providing service, and shall update the inventory annually at the beginning of each Contract Year including the first Contract Year. The inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, model year, type, and capacity.
- 14.4 Cleaning and Maintenance:** Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.
- 14.5 Dual Use Collection Vehicles:** Contractor shall be permitted to utilize Collection Vehicles to Collect Residential Single-stream Recovered Materials in Collection Vehicles that have been used to collect Residential Municipal Solid Waste, Bulky Waste, and/or Yard Trimmings provided that the Contractor shall have cleaned the interior of the Collection Vehicle body after each use and the Contractor shall identify each Collection Vehicle that is used to collect Residential Single-stream Recovered Materials as a "RECYCLING" Collection Vehicle in letters twelve (12) inches in height.
- 14.6 Washing of Collection Vehicles:** Collection Vehicles used in the Collection services under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance. The County may inspect Collection Vehicles at any time to determine compliance with sanitation requirements.
- 14.7 Maintenance of Collection Vehicles:** Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage, and shall make such records available to the County upon request to the extent necessary to ensure compliance of manufacturer's recommended scheduled Collection Vehicle maintenance service. The County may inspect the Contractor's vehicles and

maintenance records upon 48 hours' notice to the Contractor.

14.8 Repair of Collection Vehicles: Contractor shall repair, or arrange for the repair of, all of its Collection Vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

14.9 Storage of Collection Vehicles: Contractor shall arrange to store all Collection Vehicles and other equipment in safe and secure location(s), where applicable, in accordance with all applicable laws and regulations.

15. UNACCEPTABLE WASTE

The Contractor shall not be required to collect or dispose of Unacceptable Waste set out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste, as required by Paragraph 6.1.4 above.

16. COMPLAINTS

16.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Sunday or a Holiday, then the complaint shall be resolved by the end of the next business day.

16.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

16.2.1 Identification number

16.2.2 Date and time of initial call

16.2.3 Date and time of any follow up call(s)

16.2.4 Customer name, service address, and phone number

16.2.5 Type of service request or complaint

16.2.6 Contractor contact by whom service request or complaint was received

16.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database and the County's Customer Relationship Management system within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 16.3.1** Contractor's determination as to legitimate or non-legitimate service request or complaint
 - 16.3.2** Action taken to satisfy request or resolve complaint
 - 16.3.3** Date of communication with Service Unit
 - 16.3.4** Date and time of action taken
- 16.4** Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the County simultaneously as data is entered into the record.
- 16.5** Contractor shall summarize work orders and complaints on a monthly basis.

17. QUALITY OF PERFORMANCE OF CONTRACTOR

- 17.1 Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day Collection as permitted under section 7 for Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, if the Collection thereof is requested by the Service Unit, Bulky Waste, White Goods, or Yard Trimmings shall be considered a breach of the Contract with the County.
- 17.2 Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
 - 17.2.1** Failure to clean up spilled Residential Municipal Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials or Glass resulting from loading and/or transporting — per Service Unit per occurrence: \$250 each for the first ten complaints within a calendar week, thereafter \$500 for each additional complaint during the same calendar week.
 - 17.2.2** Subject to Section 3.3 above, failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, — per occurrence: \$250 each for the first ten missed collections within a calendar week, thereafter \$500 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the County a Service Plan to remedy reports of failure to

collect material from a Service Unit. The County hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

- 17.2.3** Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) — per occurrence: \$1,000. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to subsection 17.2.2 until three additional problems have been reported. Nothing in this section precludes the County from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.
- 17.2.4** Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$2,000. If the Contractor fails to provide Collection Service to a group of accounts on four or more occasions within a calendar quarter, the County may assess additional liquidated damages in the amount of \$2,000.00 for each missed group of accounts or failure to complete a route violation during that calendar quarter. Provided, however, that the Contractor will not be assessed such additional liquidated damages for a missed group of accounts or a failed completion of a route for which the Contractor was previously assessed liquidated damages.
- 17.2.5** Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$250.
- 17.2.6** Collection or commingling of Residential Single-stream Recovered Materials with Residential Municipal Solid Waste without explicit written authorization from the County — per occurrence: \$1,000.
- 17.2.7** Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks — per occurrence: \$500 for the first occurrence and \$1,000 for each subsequent occurrence within the same calendar quarter. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the County's right of way. In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the County's receipt of the report of the third such spill.

- 17.2.8** Failure to maintain staffed office during specified hours (8 o'clock a.m. to 5 o'clock p.m. Monday through Friday) — per occurrence: \$800.
 - 17.2.9** Failure of Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract — per occurrence: \$250.
 - 17.2.10** Failure of Contractor to comply with any State or local littering laws — per occurrence: \$250 in addition to any applicable fines levied.
 - 17.2.11** Providing exclusively prohibited service in another Contractor's Service Area without explicit written authorization from the County — per occurrence: \$2,000.
- 17.3** The County shall provide written notification to the Contractor of the assessment of any liquidated damages under this Section within thirty (30) days of the date of breach giving rise to the assessment of liquidated damages. Such notice shall set forth in reasonable detail the section under which liquidated damages are being assessed and reasonable detail regarding the breach including location, date, and type of breach. Such notices shall be mailed to:
- BFI Waste Services, LLC d/b/a Republic Services of Georgia
Brad Martin
Municipal Services Manager – Northeast Georgia
51 Patrick Mill Road
Winder, GA 30680
- 17.4 Appeals Process for Assessment of Liquidated Damages:** Within 20 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

18. MANNER OF COLLECTION GENERALLY

The Contractor shall collect Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Service Unit; provided however it shall be the responsibility of the Service Unit to properly use and safeguard the Contractor's Carts. Each Service Unit shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Carts and for the cleanliness and safekeeping of such Carts. Contractor shall have the right to charge the Service Unit for the cost of repair or replacement of Carts,

including any delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Throwing of any Cart or other Collection Receptacle is prohibited.

19. NATURAL DISASTERS

In the event of a hurricane, tornado, major storm including but not limited to snow storm, high winds in excess of 40 mph, or other natural disaster, the Contractor's responsibility shall be to reestablish regular routes and schedules for the Collection Services on the Day following the event. If Collection is not possible on the Day following the event, Collection shall resume on the Day and schedule agreed upon by the General Manager of the Contractor and the Chairman of the Board of Commissioners. The Collection and Disposal of Municipal Solid Waste shall be the highest priority. The Collection and Disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate contract, the County may procure Collection and Disposal services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation with the County and the debris Collection contractor in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

20. UNCONTROLLABLE CIRCUMSTANCES

Neither the County nor Contractor shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

21. PERMITS AND LICENSES

The Contractor shall obtain, at its sole expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

22. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to \$150,000.00. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new

Contractor and services.

23. EMPLOYEE WAGES AND BENEFITS

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

24. INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a) Statutory workers' compensation insurance

- Employer's liability for bodily injury by accident: \$500,000 each accident
- Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee

b) Commercial general liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- \$1,000,000 limit of liability per occurrence for personal injury
- Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury.
- Additional insured endorsement which includes ongoing operations and completed operations.

c) Auto liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles
- Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
- If the auto policy does not include this endorsement form, must have a separate Contractors Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000.

d) Excess liability insurance – Minimum \$5,000,000 limit of liability

- The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions.

- The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
 - The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e) Gwinnett County, Georgia and the Gwinnett County Board of Commissioners should be shown as additional insureds on general liability, auto liability, and Excess liability policies.
- f) The cancellation provision must provide 90 Days' notice of cancellation.
- g) The certificate holders and additional insureds must be added as specified above, and must read as follows:
- Gwinnett County, Georgia and Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046
- h) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- i) The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia unless otherwise approved by the County.
- j) Certificates of insurance, and any subsequent renewals, must reference Solid Waste Collection and Disposal services.
- k) The Contractor shall agree to provide summaries of current insurance policies, if requested, to verify compliance with these insurance requirements.
- l) The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- m) No Contractor or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- n) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor (service provider) and all subcontractors of the liability provisions of the Contract.

- o) Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- p) Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- q) Contractor shall waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor.

25. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the County shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the County harmless for, any such damages caused by acts or omissions

of the County or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the County.

26. ACCESS AND AUDITS

The Contractor shall maintain within the County adequate records of the Collection Services performed by the Contractor during the Contract Year and for one year following the end of each Contract Year. During the term hereof, Contractor shall maintain records of Contractor's fuel usage. The County shall have the right to review all records maintained by the Contractor pursuant to this Contract upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Contract or to verify fuel adjustments as provided for under this Contract.

27. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the person designated by the County.

28. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Gwinnett County
c/o Director of Support Services
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:
Gwinnett County Attorney
Law Department
75 Langley Drive
Lawrenceville, GA 30046

As to Contractor:

BFI Waste Services, LLC d/b/a Republic Services of Georgia
Brad Martin
Municipal Services Manager – Northeast Georgia
51 Patrick Mill Road

Winder, GA 30680 Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

29. DEFAULT OF CONTRACT

29.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the County terminates this Contract, the County may immediately assign the Service Units previously serviced pursuant to this Contract to other haulers with whom the County has an Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the County.

29.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the County's fault, any unwarranted and intentional neglect, failure or refusal of the Contractor to comply with any material provision of the Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010 ("2010 Ordinance"), as amended, or this Contract within 30 days after written notice from the County setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of the 2010 Ordinance and this Contract, and the County, upon notice to the Contractor and hearing, may, for good cause declare this Contract forfeited and exclude the Contractor from further use of the County streets and the Contractor shall thereupon surrender all rights in and under this Contract. In order for the County to declare a forfeiture pursuant to the above, the County shall fully comply with the procedures set forth within section XVIII of the 2010 Ordinance which are incorporated herein by reference.

29.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

29.2.2. The County shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the County, Contractor shall acknowledge receipt of such notice and shall promptly provide the County with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

29.3 Events of Default by the County:

The following shall constitute events of Default on the part of the County, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

29.3.1 A failure by the County to timely perform any obligation under the terms of this Contract or the 2010 Ordinance, as amended, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if County commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the County and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

29.3.2 The County being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance hereunder.

29.3.3 Contractor shall, as soon as practical, notify the County of any failure on the County's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the County shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the County, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the County.

30. RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE

Subject to section 15 of this Contract, the Contractor shall hold title and ownership of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, once placed in the Designated Collection Location by the Service Unit. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

If any future Legislation is passed by the Congress of the United States that creates financial benefits for Contractor based solely on Contractor's ownership or control of Single Stream Recovered Materials which exceeds any related increase in costs to Contractor from or related to the same Legislation, Contractor will negotiate in good faith with the County regarding the appropriate allocation of those financial benefits between the County and Contractor.

32. GOVERNING LAW, DISPUTE RESOLUTION

This Contract shall be governed by and interpreted under the laws of the State of Georgia.

33. COMPLIANCE WITH LAWS

Each of the County and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

34. SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

35. TRANSFER AND ASSIGNMENT

No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed. The County in its discretion may assign this Contract to an Authority created by law to administer solid waste management and collection within the County.

The parties acknowledge and agree that the Service Areas are determined pursuant to the 2010 Ordinance, as amended, in which the terms contemplate adjustment of Service Zones. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the County at the time of such acquisition or merger, subject to

County consent as provided above.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

36. MODIFICATION

Except for the 2010 Ordinance, as amended, to which this Contract is made subject, this Contract constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

38. CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

39. BINDING EFFECT

This Contract shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

40. TIME IS OF THE ESSENCE

Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

41. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. CAPTIONS; DESIGNATIONS

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

43. REPRESENTATIONS

The parties signing this Contract warrant that they have been authorized to do so by the

Gwinnett Board of Commissioners or by the appropriate board or officer as the case may be. The Contractor shall provide to the County written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the County represents, warrants to Contractor and covenants and agrees as follows:

43.1 The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Contract and the County's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Notwithstanding the foregoing, the County may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

43.2 The County is not aware of any additional consents or approvals required to enter or perform this Contract by the County. Furthermore, the County is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound that conflicts with the entering into or performance of this Contract.

43.3 To the best of the County's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

44. RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

45. CONSTRUCTION AND MODIFICATION

This Contract is to be construed consistent with the 2010 Ordinance, as it may be amended from time to time. To the extent this Contract cannot be construed consistent with the 2010 Ordinance, the Parties agree that this Contract shall be amended to the extent necessary to comply with the 2010 Ordinance. The parties agree to execute any and all amendments necessary to amend this Contract consistent with the 2010 Ordinance as amended prior to or subsequent to the effective date of this Contract. In addition, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and this Agreement and the Amendment to this Agreement are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

GWINNETT COUNTY, GEORGIA.

By:

Charlotte J. Nash, Chairman

ATTEST:

By:

Diane Kemp, County Clerk
(SEAL)

Approved as to form:

Theresa A. Cox, Deputy County Attorney

BFI WASTE SERVICES d/b/a REPUBLIC SERVICES OF GEORGIA

By:

Jamey Amick, Area President

ATTEST:

By: _

Secretary or Other Authorized Officer
(SEAL)

APPENDICES

**FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND COLLECTION OF
RESIDENTIAL SINGLE-STREAM RECOVERED MATERIALS**

LIST OF APPENDICES

- I. Cart Specifications
- II. Residential Recovered Materials
 - IIA. Recovered Materials Matrix
- III. Service Fees
- IV. Federal Work Authorization Program Certification
- V. Service Area

Appendix I

Cart Specifications

The following specifications represent the minimum standards required by the County with respect to the Carts. Unless otherwise stated within this Appendix I the term “Cart” shall mean “Residential Municipal Solid Waste Storage Cart” or “Residential Recovered Materials Storage Cart.” The County may consider Carts which do not comply with one or more of the following specifications. Acceptability of alternative specifications is, however, the sole determination of the County.

1. The Carts are new or refurbished and are compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Carts shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Carts are designed to contain Residential Single-Stream Recovered Materials and Residential Municipal Solid Waste materials, as applicable, including paper, fibers, garbage, refuse, and rubbish. Residential Single-Stream Recovered Materials placed in the 95 gallon Cart will not be recycled. The 65 gallon Recycling Cart is designed to contain Residential Single-Stream Recovered Materials.
4. The Carts are provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Carts are composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Residential Municipal Solid Waste Storage Cart shall be either approximately 95 or 65 U.S. gallons, excluding domed lid. The capacity of the Residential Recovered Materials Storage Cart is 65 U.S. gallons. Residential Recovered Materials Storage Carts shall be clearly marked “Recycling.”
7. The Residential Municipal Solid Waste Storage Cart is designed to accommodate a load of three hundred thirty (330) pounds or two hundred thirty (230) pounds, excluding the weight of the Cart.
8. The Residential Municipal Solid Waste Storage Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the Cart and its contents up to 330 pounds or 230 pounds.

9. The Carts are made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Carts will have a color of Black, Gray, Brown, Green, Tan, Maroon, Burgundy, Blue, or certain other colors approved by the County. These colors must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Cart lid is held closed by its weight only. No latches are used or required.
13. The Carts, when empty, will not overturn when the lid is thrown fully open.
14. Each Cart will display the Contractor's company name.

Appendix II

Acceptable Residential Recovered Materials

The list of acceptable Recovered Materials to be collected upon request by the Service Unit is listed below. This list is subject to change after an annual review by the parties and upon the mutual consent of the parties during the Term.

NEWSPAPER

Newspapers & Inserts

CARDBOARD

Cardboard Boxes (Broken Down)

Pizza Boxes (with no food or grease)

KRAFT PAPER

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

PAPERBOARD

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

MAGAZINES

Magazines

Shopping Catalogues

JUNK MAIL

Discarded Mail

Greeting Cards

Envelopes

MIXED PAPER

Calendars
School Papers
Carbonless Forms-Paper

OTHER PAPER

Computer Paper
Old Phone Directories
Paperback Books

ALUMINUM

Aluminum Beverage Containers
Aluminum Baking Tins
Aluminum Food Containers

STEEL

Steel Food Containers
Empty Aerosol Cans
Clean Metallic Lids

PLASTIC

Plastic Soda & Water Bottles (#1)
Milk Jugs (#2)
Plastic Detergent Bottles (#2)

Appendix IIA

Recovered Materials Matrix

Material	Material Percentage	Commodity Price	Value
OCC	16.60%	85.00	14.11
Mixed Paper (including ONP)	38.40%	(5.00)	(1.92)
PET	3.50%	210.00	7.35
Natural HDPE	1.60%	750.00	12.00
Pigment HDPE	1.70%	102.60	1.74
Rigid Plastics	2.30%	40.00	0.92
Mixed Plastic (3-7)	2.20%	(30.00)	(0.66)
Glass	10.10%	(30.00)	(3.03)
Steel	3.20%	62.50	2.00
Aluminum	1.10%	820.00	9.02
Residual	19.30%	(60.00)	(11.58)
	100.00%		\$29.95

OCC = Old Corrugated Cardboard

PET = Polyethylene Terephthalate Plastics

HDPE = High Density Polyethylene Plastics

Natural = No Color Additives

Pigment = Color Additives

Appendix III **Service Fees**

Service Description

Service Fee for Calendar Year 2020

Base Service – Residential Municipal Solid Waste Collection and Disposal, Collected Weekly; Residential Single-stream Recovered Materials collection and delivery to a Processing Facility determined by Contractor, Collected weekly; White Goods and Bulky Waste Collection, Processing and/or Disposal, Collected weekly

\$ 16.98/Base Service Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

\$ 12.74/ Senior Discount Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

Additional Service Fee for Non-Curbside Collection (Person with a Disability)

\$ 0.00/Service Unit/Month

Additional Service Fee for elective (by Service Unit) Yard Trimmings Collection, Processing, and/or Disposal collected weekly (Additional Service Fees, over base services to be billed by Contractor directly to Service Units)

\$ 10.00 /Service Unit/Month; billed semi-annually for six month periods from January 1 – June 30 and July 1 – December 31 (subject to the 25% discount for 12 month contracts set forth in 4.1 of this Agreement)

Special Programs – Collection, transfer, and Disposal/Processing of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste, and/or Yard Trimmings from Special Programs Roll-off container and Roll-off Collection Vehicle service at Special Program(s) (Event Service Fee shall also include container drop & pull)

\$ 1500.00/Service Unit/Month

Note 1: Service Fee must also include all appropriate hauling costs for

transportation to Disposal Facility, Transfer Station, or Processing Facility , as applicable

Note 2: Contractor is responsible for billing Service Units directly for any additional Service Fees resulting from any and all services beyond the Base Collection Services and Special Programs.

Note 3: Initial Service Fee subject to Adjustments as provided in Section 4.1.1.

APPENDIX IV

WINNETT COUNTY, GEORGIA CERTIFICATION OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

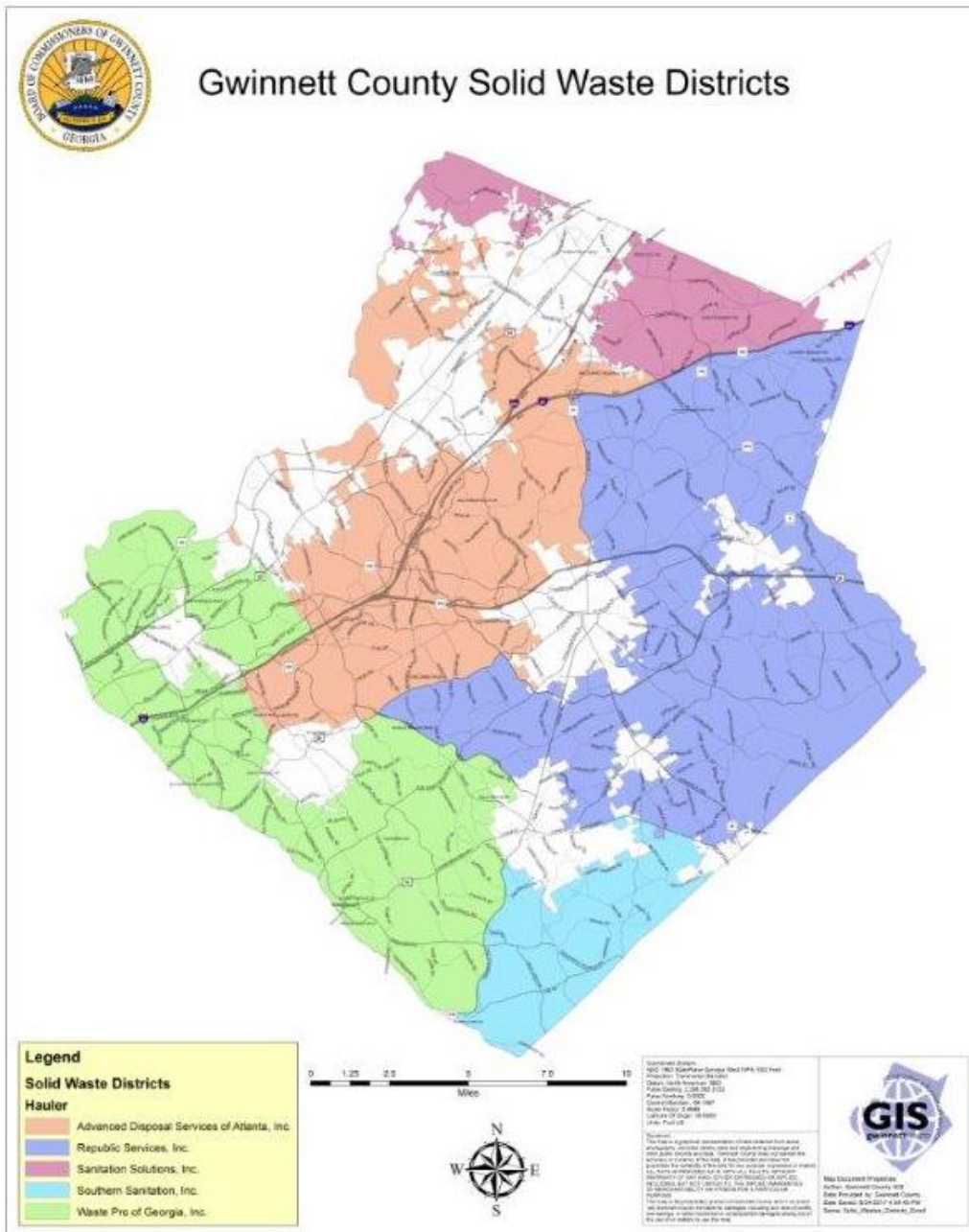
This will affirm that and its subcontractors have registered for and are participating in the federal work authorization program defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By:

Date

Printed Name

APPENDIX V



**SECOND AMENDMENT TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL AND COLLECTION OF RESIDENTIAL SINGLE-
STREAM RECOVERED MATERIALS**

Between

GWINNETT COUNTY, GEORGIA

And

SANITATION SOLUTIONS, INC.

TABLE OF CONTENTS

1.	TERM	2
2.	DEFINITIONS	2
3.	SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.....	9
4.	FEES AND PAYMENTS FOR SERVICES.....	11
5.	SERVICE FEE ADJUSTMENTS.....	14
6.	GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES	18
7.	SCHEDULE OF COLLECTION	20
8.	ELECTIVE SERVICES	20
9.	PUBLIC EDUCATION	20
10.	SPECIAL PROGRAMS	21
11.	PERSONNEL OF THE CONTRACTOR.....	21
12.	LITTER AND SPILLAGE	22
13.	DESIGNATED DISPOSAL AND PROCESSING LOCATIONS	23
14.	COLLECTION EQUIPMENT	23
15.	UNACCEPTABLE WASTE	25
16.	COMPLAINTS.....	25
17.	QUALITY OF PERFORMANCE OF CONTRACTOR	26
18.	MANNER OF COLLECTION GENERALLY	28
19.	NATURAL DISASTERS	29
20.	UNCONTROLLABLE CIRCUMSTANCES	29
21.	PERMITS AND LICENSES	29
22.	PERFORMANCE BOND.....	29
23.	EMPLOYEE WAGES AND BENEFITS	30
24.	INSURANCE	30
25.	INDEMNIFICATION.....	32
26.	ACCESS AND AUDITS	33

27.	POINT OF CONTACT	33
28.	NOTICE	33
29.	DEFAULT OF CONTRACT	34
30.	RIGHT TO REQUIRE PERFORMANCE	36
31.	TITLE TO WASTE	36
32.	GOVERNING LAW, DISPUTE RESOLUTION.....	36
33.	COMPLIANCE WITH LAWS	36
34.	SEVERABILITY	36
35.	TRANSFER AND ASSIGNMENT	36
36.	MODIFICATION.....	37
37.	INDEPENDENCE OF PARTIES TO AGREEMENT.....	37
38.	CHANGE OF LAW	37
39.	BINDING EFFECT	37
40.	TIME IS OF THE ESSENCE	37
41.	COUNTERPARTS.....	37
42.	CAPTIONS; DESIGNATIONS	37
43.	REPRESENTATIONS.....	37
44.	RECITALS	38
45.	CONSTRUCTION AND MODIFICATION.....	38

This Second Amendment To The Agreement For Residential Solid Waste Collection And Disposal And Collection Of Residential Single-Stream Recovered Materials is hereby made and entered into this —— day of June, 2020 (the “Effective Date”), between Gwinnett County, Georgia, a political subdivision of the State of Georgia organized and existing under the laws of the State of Georgia (the “County”), and, Sanitation Solutions, Inc., a Georgia Corporation (hereinafter referred to as “Contractor”).

W I T N E S S E T H

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

WHEREAS, pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20, et. seq., the 2008 Comprehensive Solid Waste Management Plan, and Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010, as amended, Gwinnett County has the authority to determine the manner of collection and disposal of solid waste generated by residents of the County, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the County; and

WHEREAS, the parties entered into a previous Contract on May 23, 2010 for an eight-year term with a two-year option to renew the Contract; and

WHEREAS, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials and the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order; and

WHEREAS, the County and Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials on December 19, 2017 with an initial term beginning on July 1, 2018 and ending on June 30, 2026; and

WHEREAS, under the terms of First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials, Contractor was given an exclusive Contract in the designated Service Area for a specified period of time for the Collection Services as outlined in the First Amendment; and

WHEREAS, since the County and the Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential

Single-Stream Recovered Materials, there have been changes in the law and in the solid waste and recycling industry; and

WHEREAS, the County and Contractor desire to amend the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials to amend certain provisions to address changes in the law, to address changes in the recycling industry, and to clarify certain provisions and address; and

WHEREAS, it is deemed to be in the best interest of the County and the residents of the County for the County to enter into this Second Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with Contractor in order to ensure high quality services by Contractor to the County within the designated Service Area at reasonable rates to County residents; and

WHEREAS, the County 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.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. TERM:

The Term of this Second Amendment to the Agreement, as defined herein, shall be for the period beginning June 1, 2020, and expiring on June 30, 2026 (the “Initial Term”). Upon the expiration of the Initial Term, this Contract shall be automatically renewed for an additional two (2) year term (“Renewal Term”, together with the Initial Term, the “Term”) unless the County provides at least ninety (90) days prior written notice to the Contractor of its intent not to renew the Contract prior to the expiration of the Initial Term. The terms and conditions of this Contract during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be terminated during the Initial Term or Renewal Term pursuant to the provisions of section 29 below.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Adjustment Factor shall have the meaning set forth in section 5 below.

2.3 Base Collection Services shall mean those Collection Services provided in exchange for the Service Fee, excluding the collection services for Yard Trimmings.

2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4-.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

2.5 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, thus too large or too bulky to be collected during normal Residential Municipal Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

2.6 Clear Zone shall mean the unobstructed relatively flat area beyond the edge of the traveled way that allows a driver to stop safely or regain control of a vehicle that leaves the traveled way.

2.7 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods for transport elsewhere, or cause such to be done.

2.8 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, including related transportation, transfer, processing and/or disposal.

2.9 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.10 Construction and Demolition Waste (C&D Waste) shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

2.11 Consumer Price Index or CPI-U shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, All Items less energy, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.12 Contract shall mean this Contract between the County and Contractor.

2.13 Contract Year shall mean July 1 through June 30 of each calendar year.

2.14 Contractor shall mean

2.15 County shall mean Gwinnett County, Georgia.

2.16 Day shall mean calendar day.

2.17 Default shall mean a breach of this Contract by the Contractor or the County, which breach is not cured within the applicable cure period allowed herein.

2.18 Designated Collection Location shall mean where the edge of the Collection Cart and/or any Yard Trimmings, and/or any Bulky Waste, and/or any White Goods is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.19 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.20 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.21 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.22 Elective Services shall mean collection services offered by the Contractor, for a charge in addition to the Service Fee, which are arranged between the Contractor and the Service Unit, including costs for delivery of and collection from an additional Cart pursuant to section 3.2 below, and billed for separately by the Contractor excluding Yard Trimmings Collections.

2.23 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.24 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.25 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.26 Garbage shall mean food waste including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, as per Georgia Department of Natural Resources Rule 391-3-4-.01. Garbage does not include Unacceptable Waste.

2.27 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

2.28 Holiday shall mean New Year's Day, Thanksgiving Day, and/or Christmas Day.

2.29 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.30 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.31 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.32 Municipal Solid Waste (MSW) shall mean any solid waste derived from households including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes Yard Trimmings and commercial solid waste, but does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.33 New Customer shall mean any Owner of a newly constructed Service Unit.

2.34 Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor.

2.35 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises in unincorporated Gwinnett County.

2.36 Person shall mean the State of Georgia or any other state or any agency or institution thereof and any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.

2.37 Person with a Disability shall mean a service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article so long as he or she obtains a physician's certificate certifying such challenge and provides the physician's certificate to the Contractor. Person with a Disability shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.38 Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee as amended prior to or subsequent to the effective date of this Contract consistent with the

terms of this Contract.

2.39 Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of Solid Waste, and separation from Solid Waste or other handling of Recovered Materials for Recycling.

2.40 Processing Facility shall mean a Facility whose activities include, but are not limited to, the separation and preparation of Solid Waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity, and includes all aspects of its management (administration, personnel, land, equipment, building and other elements).

2.41 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.42 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.43 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

2.44 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

2.45 Recycling Processing Charge shall mean an amount added to the Service Fee to reflect the costs to Contractor related to processing of Residential Single-stream Recovered Materials collected from Service Units, adjusted annually in the manner described in Section 5.5 of the Contract.

2.46 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, Triplexes, Quadraplexes, or Mobile Homes.

2.47 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.48 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste, as per Cart Specifications in Appendix I.

2.49 Residential Recovered Materials Collection Service shall mean the Contractor's Collection and Processing of Residential Single-Stream Recovered Materials, in accordance with the terms of this Contract.

2.50 Residential Recovered Materials Storage Cart shall mean a plastic recycling cart

that will allow collection of Recovered Materials, meeting Residential Recovered Materials Storage Cart Specifications in Appendix I. The deployment of Residential Recovered Materials Storage Carts as set forth in this amended agreement shall be effective beginning July 1 2018.

2.51 Residential Service Provider shall mean Contractor.

2.52 Residential Single-stream Recovered Materials shall mean those materials as set forth in Appendix II, which may be amended in accordance with the provisions of Agreement, which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the Residential Municipal Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

2.53 Service Fee Adjustments shall have the meaning set forth in section 4.1.1 below.

2.54 Service Area shall mean the "Service Zone" assigned to Contractor and described herein in Appendix V.

2.55 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit, and in addition, the amount of the applicable Recycling Processing Charge.

2.56 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services unless such units request Residential Municipal Solid Waste Collection Services as provided by this Contract.

2.57 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.58 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.59 Special Programs shall have the meaning set forth in Section 10.

2.60 State shall mean the State of Georgia.

2.61 Term shall have the meaning set forth in section 1 above.

2.62 Tire shall mean a continuous solid or pneumatic rubber covering designed for

encircling the wheel.

2.63 Transfer Station shall mean a Facility, permitted by applicable law, used to transfer Solid Waste from one Collection Vehicle to another for transportation to a Disposal Facility or Processing Facility.

2.64 Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

2.65 Triplex shall mean a building designed exclusively for residential occupancy by three Families.

2.66 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.67 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.68 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the County. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.69 White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

2.70 Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and

vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all Treated Wood.

2.71 2010 Ordinance shall have the meaning set forth in section 29.2 below.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be Provided by Contractor

During Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services, and if requested, the right to provide Residential Recovered Materials Collection Service and Collection of Yard Trimmings in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area. The County 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 the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area as contemplated hereby during the Term hereof. The Contractor may charge extra, in addition to the Service Fee, for providing Yard Trimmings Collection service, and may, but is not required, to offer the service or Residential Recovered Materials Collection Service, on a different day of the week than the other Collection services. Non-Curbside Collection must also be offered to Persons with a Disability requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Persons with a Disability who have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Collection of Yard Trimmings, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the County to use the Collection Services offered by Contractor. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection

The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location.

3.1.2 Residential Single-stream Recovered Materials Collection

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Contractor will provide once per week Collection of Residential Single-stream Recovered Materials from a Contractor owned 65 gallon Residential Recovered Materials Storage Cart or a Contractor owned 18 gallon Residential Recovered Materials Storage bin. If not requested during new service set up, the Service Unit(s) must contact the Contractor directly to request Residential Recovered Materials Collection Service and shall timely place such Residential Single-stream Recovered Materials at the Designated Collection

Location for Collection by the Contractor. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recovered Materials Storage Cart in the Designated Collection Location. The list of acceptable Recovered Materials to be Collected upon request by the Service Unit is listed on Appendix II, but is subject to change after an annual review by the parties and by the mutual consent of the parties during the Term.

3.1.3 Bulky Waste and White Goods Collection

Once per week, the Contractor will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods. It is the responsibility of the Service Unit to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to Collect White Goods that do not meet these standards. The Collector must, however, notify the Service Unit of the reasons that the White Goods were not Collected. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such White Goods and/or Bulky Waste in the Designated Collection Location in compliance with this section 3.1.3.

3.1.4 Yard Trimmings Collection

Yard Trimming Collection shall be done on a weekly basis, under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit on a semi-annual, or annual, basis for Yard Trimming Collection, in addition to the Service Fee charged for the other Base Collection Services. Contractor shall offer collection of no more than three cubic yards per Collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags designed or suitable for containing Yard Trimmings, excluding Residential Municipal Waste Storage Carts, Residential Recovered Materials Storage Carts, and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle weighing not more than fifty (50) pounds. The Service Unit(s) will contact the Contractor directly to request Collection of Yard Trimmings and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Contractor. Yard Trimmings shall be Collected, and may upon collection be comingled with, Residential Municipal Solid Waste. In the event that the Contractor comingles Yard Trimmings with Residential Municipal Solid Waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

3.2 Storage Carts

Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Cart (“Cart”) and, if requested for the service, one 65 gallon Residential Single-stream Recovered Materials Storage Cart” or 18 gallon Residential Single-Stream

Storage bin as requested by the Service Unit. Contractor shall deliver the approximately 95 gallon Residential Municipal Solid Waste Storage Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Residential Municipal Solid Waste Storage Cart. Contractor will deliver carts and/or bins within ten (10) business days of the request by the Service Unit. These Carts may be new, or if in good working condition and clean, may be refurbished. All Carts must, however, meet the specifications set out in Appendix I hereto. Contractor will provide additional Cart(s) to any Service Unit requesting them. The Service Unit will reimburse the Contractor for all costs and expenses incurred in the delivery of additional Carts, and the Contractor shall be permitted to charge additional Service Fee for Collection from the additional Cart(s). Contractor will be responsible for the purchasing, assembly, delivery (including copies of the educational information, if any, provided by the County as camera ready copy), maintenance and replacement of all Carts used in providing Collection Services. All Carts will remain the property of the Contractor.

3.3 Missed Collections

Contractor will be responsible for receiving all reports of missed Collections from Service Units, rectifying the missed Collection with Service Unit and providing this information on required reports within twenty-four hours of the Missed Collection except if such deadline occurs on a Sunday or a Holiday then by the end of the next business day to the County. In the event the missed Collection was due solely to the fault of the Contractor and such missed Collection was not due to Uncontrollable Circumstances, Contractor shall provide the applicable Collection Service to the Service Unit within twenty-four (24) hours of the report of the Missed Collection, except if missed Collection deadline falls on Sunday or a Holiday, then the deadline will be end of the day the next business day. In the event the missed Collection was due to any act or failure to act by the Service Unit and/or the County, Contractor shall not schedule or perform an additional pickup and Contractor shall continue to receive the entire Service Fee for the Service Unit.

3.3.1 If Contractor determines that a route will be delayed or unfinished, Contractor shall provide the County notification by email which identifies the area with specificity that was not served, the number of residential units affected, the reason the route was delayed or unfinished and the estimated day and time the service will be completed.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Service Fees

The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$17.91 for the period from January 1, 2018 through June 30, 2018. The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$16.66 per Service Unit per month beginning on July 1, 2018 (the Service Fee). This Service Fee for the Base Collection Services constitutes a seven percent (7%) reduction from the Service Fee for Base Collection Services scheduled to be effective on January 1,

2018. In the event that the Service Unit receives a Senior Discount, however, the County shall pay the Contractor the Service Fee less the amount of the Senior Discount for such Service Unit. The Contractor shall be entitled to a Service Fee for each Service Unit if Contractor has delivered a Cart to the Service Unit and the Owner of that Service Unit has not notified Contractor in writing or notified the County that the Service Unit is no longer occupied. The Service Fee shall be subject to adjustment as provided in section 4.1.1 below which adjustments shall be made in accordance with section 4.1.2 below. The Service Fee includes Residential Recovered Materials Collection Services. Services if elected by the Service Unit, provided however, to encourage Recycling, there will be no reduction in the Service Fee if Residential Recovered Materials Collection Services is not elected. Furthermore, Contractor may, within its Service Area, contract directly with residents on a semi-annual basis for the collection and disposal of Yard Trimmings at a rate of \$60.00 per Service Unit for such collection and disposal service to be paid semi-annually without proration for service provided at any time during any of the six (6) months of January through June or at any time during any of the six (6) months of July through December. The semi-annual rate may be charged to a resident only if service is provided during a six-month period as aforesaid. Contractor may suspend Yard Trimmings Collection services for nonpayment upon notice to County and Owner. In the event that an owner of a Storage Unit requests collection and disposal of Yard Trimmings and agrees to twelve (12) months of continuous Yard Trimmings service, the Contractor shall provide a twenty-five percent (25%) discount for collection and disposal of Yard Trimmings effective July 1, 2018. The Service Fees will be invoiced and calculated as provided in section 4.2 below. The Contractor shall be paid the Service Fees irrespective of whether or not the County collects amounts owed from the Service Unit.

4.1.1 Adjustments to Service Fee

The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 5.1 below), increases and decreases in cost of Diesel Fuel (as provided in section 5.2 below), increases and decreases in the cost of recycling (as provided in section 5.3 below), and increases due to Change in Law. (as provided in section 5.4 below) (collectively "Service Fee Adjustments").

4.1.2 Payment of Adjustments to Service Fees

The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the County on or before May 1 of each Contract Year ("Service Fee Adjustment Notice"). The Service Fee Adjustments shall be based on the 12 month period from April 1 to March 31 of each year during the Term ("Base Year"). The Service Fee Adjustments will be included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the County, commencing January 1, 2020 ("Service Fee Adjustment Date").

4.1.3 Discounts for Seniors

Contractor shall provide a twenty-five percent (25%) discount to each Service Unit for which an owner of the Service Unit has submitted an affidavit to the Contractor verifying that such owner is sixty-two (62)

years of age or older and verifying that the Service Unit address is the owner's primary residence. The Senior Discount shall commence on the first day of the second month following the owner's submission of the affidavit.

4.2 Invoicing

Prior to the effective date of this Contract, Contractor will provide the County with an electronic list containing the street address of each Service Unit and total number of Service Units within the Contractor's Service Area ("Initial Service List"). Without additional fees or payments the County shall cooperate with Contractor in completing the Initial Service List and shall provide that electronic stored information in the County's possession or control that is or may be helpful to Contractor in compiling the Initial Service List. Thereafter, each month along with its invoice (as provided below), Contractor shall provide an electronic list containing the addresses and total number of Service Units, the Owners of which have provided Contractor with written notice that the Service Unit is no longer occupied, Collection Services need to be discontinued and the Cart(s) and Bin picked up or the Service Unit has subsequently become occupied or reoccupied, Collection Services needed to be commenced or recommenced. No later than the second (2nd) day of each calendar month, the Contractor shall submit to the County a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees"). Such Statement of Service Fees shall list monthly payments due the Contractor based on the Service Fee, Service Fee Adjustments, and upon the calculation of Service Units determined by the Contractor pursuant to section 4.1 and this section 4.2. The statement must include:

- 4.2.1** The number of Service Units calculated in accordance with sections 4.1 and 4.2;
- 4.2.2** Any liquidated damages assessed by the County; and
- 4.2.3** Service Fee Adjustment

4.3 County Administration Fee

The County may charge each Service Unit for administration and related expenses ("County Administration Fee") which may be modified by the County at its discretion. The County Administration Fee shall be retained by the County.

4.4 Payment

No later than the tenth (10th) day of each calendar month, the County shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the County shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees

5. SERVICE FEE ADJUSTMENTS

All service fee adjustments related to this section or any other section in this agreement shall be provided to the County by May 1 of the calendar year preceding the calendar year the adjustments are to be effective for consideration as part of the annual Service Fee Adjustment Notice process. Any notifications received after May 1 will be considered during the next annual Service Fee Adjustment Notice process. All service fee adjustments become effective on the Service Fee Adjustment date (January 1 of the year following the Adjustment Notice to the County).

5.1 Service Fee CPI-U Adjustment

The CPI-U shall be used to calculate Service Fee Adjustments subject to the provisions of sections 4.1.1 and 4.1.2 above. During the Term, the Service Fee shall be adjusted based upon the Adjustment Factor beginning on January 1, 2020. The Adjustment Factor shall be equal to 70 percent (70%) of the increase, if any, in the inflation index, CPI-U, which occurred during the preceding Base Year. The Contractor's then current Service Fees for each Collection Service shall be adjusted by multiplying each by the Adjustment Factor. The Service Fee CPI-U Adjustment will be paid in accordance with section 4.1 above. Provided, however, and subject to section 5.4 below, Service Fee Adjustments for increases in the CPI-U during the Initial Term shall not exceed 21% in the aggregate.

5.2 Service Fee Fuel Adjustment

During the Term, the Service Fee shall be adjusted for increases and decreases in the average cost of No. 2 Diesel Ultra Low Sulfur Fuel ("Fuel") as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers, including taxes (the "Index") for each Base Year over or under the Base Cost per Gallon of Fuel of \$2.76 per gallon. Each "Base Year" shall have the same meaning as set forth in section 4.1.2.

5.2.1 Determination of Annual Fuel Usage and Fuel Adjustment

For the purpose of calculating the Service Fee Fuel Adjustment, Fuel Usage for the Initial Term shall be calculated as follows:

On or before April 15, 2019, all contractors providing Collection Services in Gwinnett County pursuant to the Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials contract (the "Hauler Contracts" or "Hauler Contract"; each contractor with a Hauler Contract shall be referred to in this section 5.2 as "Haulers" or "Hauler") shall report to the County the number of gallons of Fuel used in providing Collection Services under the Hauler Contracts by each Hauler in that First Contract Year through March 31, 2019 (July 1, 2018 through March 31, 2019). The Fuel Usage for the First Contract Year through March 31, 2019 shall be annualized by dividing the total Fuel Usage for all the Haulers by the number of completed months 9 and multiplying the result by 12, the result shall be referred to as the gallons of Fuel used in the First Contract Year. Notwithstanding the amount of fuel actually consumed by the Haulers, for all Contract Years, Fuel Usage

shall mean the gallons of Fuel used in the First Contract Year by all Haulers, as determined above, reduced by 1.5% cumulative each Contract Year (“Annual Fuel Usage”). To determine Service Fee Fuel Adjustment for each Hauler, for each Base Year, the Base Costs per gallon of Fuel (\$2.76) will be subtracted from the daily average cost of Fuel per gallon for each Base Year as reported on the Index. The positive or negative result of the immediately preceding calculation will then be multiplied by the applicable Annual Fuel Usage for the Contract Year that terminates within the Base Year. The result of this calculation will be divided by the average number of Service Units within the County receiving Collection Services from all the Haulers for the First Contract Year to obtain the average Per Unit Fuel Adjustment. The total Annual Fuel Adjustment for each Hauler for each Base Year shall be obtained by multiplying the average Service Units in that Hauler's Service Area during the First Contract Year by the average Per Unit Fuel Adjustment to obtain the Annual Fuel Adjustment for each Hauler. The Annual Fuel Adjustment for each Hauler will be paid in equal monthly installments (1/12) as provided in section 4.1.2. Except as otherwise provided in section 5.4 below, for the purpose of this calculation only, the average number of Service Units within the County and the average number of Service Units in each such Hauler Service Area will remain fixed during the Initial Term.

The above calculation is represented by the following Formula:

A	Annual Fuel Usage which is consumption of Fuel during the First Contract Year for all Haulers, reduced by a cumulative 1.5% per year for each Contract Year after the First Contract Year.
B	The positive or negative result from subtracting the Base Cost per gallon of Fuel (\$2.76) from the daily average of Fuel during each Base Year as reported on the Index.
C	Average number of Service Units in the County during First Contract Year.
D	Average number of Service Units in each contractor Service Area during the First Contract Year.

A x B = Global Fuel Adjustment for all Haulers for each Base Year (GFA)

GFA ÷ C = Per Unit Fuel Adjustment (PUFA)

PUFA x D = Annual Fuel Adjustment for each Hauler (HAFA)

HAFA ÷ 12 = Monthly Service Fee Fuel Adjustment for each Hauler paid under section 4.1.

Exhibit 2 attached hereto provides an illustration using assumption of how and when the Service Fee Fuel Adjustment is calculated.

5.2.2 CAP

Except as otherwise provided in section 5.4 below, during the Initial Term the Service Fee Fuel Adjustment shall not exceed \$2.00 per gallon over \$2.76.

5.3 Annual Recycling Processing Charge Adjustment

Beginning with the Annual Service Fee adjustments to become effective for the year 2022, the County and the Contractor will review and evaluate at the time of each Annual Service Fee adjustment whether the current Recycling Processing Charge should be increased or decreased, based upon a determination of the change in value during the preceding Base Year of the standard composition of Residential Single-stream Recovered Materials collected by Contractor from Service Units and delivered to a Processing Facility.

County and Contractor agree there are three relevant constants for purposes of the foregoing value determination: (1) the average percentage composition of Recyclables, which Contractor and the County agree is accurately reflected in the Recyclables matrix which is found in Appendix IIA hereto; (2) Contractor collects an average of 6 pounds per week of Recovered Materials from an individual Service Unit, equivalent to a total of 312 pounds per Service Unit per year, which in turn equates to 15% of one ton of Recovered Materials collected from each Service Unit on an annual basis; (3) the current value per ton of Recovered Materials listed in Appendix IIA is accurately and reliably determined based on the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The cost for transportation and disposal of the “Residual” component in the Recovered Materials Matrix in Appendix IIA shall be a baseline amount of \$60.00 per ton. That baseline amount shall be adjusted by the increase or decrease during the preceding twelve (12) month period in the CPI-U Index for the “Water, Sewer, and Trash Collection Service” expenditure category. (By way of example only, if the CPI-U Index for that category goes up by 3% over the preceding Base Year, the applicable cost of transportation and disposal per ton of Residual would increase by 3% to \$61.80 per ton.) The parties agree the applicable value of a ton of Recovered Materials as of April 1, 2020, determined in accordance with the foregoing method and reflected in Appendix IIA is \$29.95.

Utilizing these constants, Contractor shall determine the change in value of a ton of Recovered Materials during the preceding Base Year as provided in Section 4.1.2, with the first Recycling Processing Charge adjustment to be determined on or before May 1, 2021, and determine the corresponding change in value of the amount of Recovered Materials collected annually from a Service Unit based on the second constant above (Change in Value per Ton x 15%). The Contractor shall submit the resulting calculation along with the information used to determine such calculation, including but not limited

to the applicable information from the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The amount resulting from that computation and verified by the County, divided by twelve (12) months, shall be the amount of the applicable adjustment to the Recycling Processing Charge upon the effective date of that annual Recycling Processing Fee adjustment.

If the foregoing calculation reflects a decrease in the value of Recovered Materials during the preceding twelve (12) month period, the Service Fee shall be increased by the adjustment amount, and, if the change in value of Recovered Materials during the preceding twelve (12) month period reflects an increase in the value of Recovered Materials, the Recycling Processing Charge shall be reduced by that adjustment amount.

5.4 Other Service Fee Adjustments

The County agrees that Contractor may also increase rates from time to time, to adjust for the following: increases in operational costs or expenses incurred by the Contractor as a result of a “Change In Law,” whether imposed retroactively or prospectively. If any increases in operational costs or expenses are incurred by the Contractor as the result of a Change In Law that is enacted after the May 1 service fee adjustment deadline, the County will work with the Contractor to reimburse such increased costs or expenses resulting directly from the Change In Law. A Change In Law means any amendment to, or promulgation of any federal, state, county, city, or local statute, regulation, or ordinance after the date of this Contract that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Collection Services; (ii) the operation of the applicable Disposal Facility, Transfer Station or Processing Facility; or (iii) the disposal of Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Collection Services. Change in Law shall include fees, surcharges, or other charges imposed by ordinance or agreement for a waste disposal facility by a host local government pursuant to the provisions of O.C.G.A. 12-8-39(d). The term Change in Law shall not include an amendment to Gwinnett County Solid Waste Ordinance or the Gwinnett County Solid Waste Management Plan.

5.4.1. Host Fee Adjustment

In 2018, the Georgia General Assembly passed House Bill 792 which amended Code Section §12-8-39(d) to increase the mandatory minimum surcharge fee payable to host communities (host fee) by private landfill facilities in the amount of \$1.50 per ton, which increased the mandatory host fee payable to host local governments to \$2.50 per ton effective July 1, 2019. Pursuant to House Bill 792, the County has paid and shall directly pay the Contractor \$0.18 per residential unit per month from January through December 2020, which includes the total fee increase for the 18-month period of July 1, 2019, through December 31, 2020. In addition, the County shall pay the Contractor \$0.12 cents per residential unit per

month for the period January 1, 2021, through December 31, 2021. Beginning January 1, 2022, this fee shall be included as part of the residential service fee and will be included on individual property tax bills until such time as there is a change in state law.

5.4.2 Recycling Fee Adjustment.

From January 1, 2020 through December 31, 2021, the County shall pay the Contractor as part of the Service Fee a Recycling Processing Charge in the amount of \$0.82 per Service Unit. Thereafter, the Recycling Processing Charge shall be adjusted annually in accordance with the provisions in Section 5.3.

5.5 Undue Hardship

Contractor may provide notice to the County that the caps on the Service Fee CPI-U Adjustments (section 5.1) or the caps on the Service Fee Fuel Adjustment (section 5.2) are overly burdensome. Upon such notice, the County will negotiate in good faith to amend in a commercially reasonable manner how Service Fee Adjustments are calculated or the caps are adjusted. Furthermore, if at any time after the first Contract Year the Service Area is modified, County and Contractor agree to negotiate in good faith to modify how fuel usage is determined for the purpose of calculating the Service Fee Fuel Adjustment under section 5.2.

6. GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES

Collection of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods from each Service Unit will be performed weekly by Contractor in accordance with all performance requirements set forth in this Contract.

6.1 Contractor Responsibilities

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner or the County that the Service Unit has become occupied.

6.1.2 Direct Billing: Contractor's billing and collection responsibilities shall be limited only to Elective Services and to Collection of Yard Trimmings. Collection of Yard Trimmings from each Service Unit will be performed under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit for Collection of Yard Trimmings, in addition to the Service Fee charged for the other Base Collection Services.

6.1.3 Termination of Service: Contractor shall have the right to suspend any Collection Service due to nonpayment of the Service Fees including any Service Fee Adjustments, by the County upon 14 days' actual notice to the County, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of such nonpayment. Further, Contractor shall have the right to terminate or

suspend all Elective Services or any Yard Trimmings collection service, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of nonpayment of fees due and owing to the Contractor by the Service Unit.

6.1.4 Collection, Processing and Disposal: Contractor shall deliver all Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste, and/or White Goods collected by Contractor to a Transfer Station, Processing Facility or Disposal Facility as determined by the Contractor. Any processing and/or disposal fees are to be paid to the applicable Transfer Station, Processing Facility or Disposal Facility by Contractor. Contractor shall maintain accurate records of the quantities of materials transported to such Transfer Station, Processing Facility, or Disposal Facility for a period of three (3) years. Such records shall include, but not be limited to, tonnage figures showing total recovered materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing this information.

6.1.5 Suitable Yard Trimming Set-Outs: If so requested by a Service Unit, the Contractor will collect Yard Trimmings set-outs that meet the specifications set forth in section 3.1.4.

6.1.6 Notification of Improper Set-Outs: The Contractor will be responsible for clearly communicating County, to a Service Unit, any legitimate ground for refusal to provide Collection Services for any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the County, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) with respect to White Goods, empty all foods and liquids, have any CFCs and PCBs evacuated and captured by a certified technician in accordance with law, and/or remove doors from freezers and refrigerators, (ii) timely place for Collection any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings at the Designated Collection Location in accordance with this Contract, (iii) placement of Residential Municipal Solid Waste in the Residential Recovered Materials Storage Cart intended for Residential Single-stream Recovered Materials or (iv) placement of Unacceptable Waste in the Residential Municipal Solid Waste Storage Cart.

6.2 County Responsibilities

6.2.1 Initiation of Accounts and Billing: The County will be responsible for billing and collecting the Service Fee for all Base Collection Services from existing Service Units and New Customers based upon occupancy permits issued by the County.

6.2.2 Public Education and Outreach: In coordination with and at the direction of Gwinnett County, the Contractor will be responsible for conducting formal public education programs and outreach related to the Collection Services. The County may provide public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts. The public education and outreach provisions of this amended agreement shall be effective beginning on July 1, 2018.

6.2.3 Service Referrals: The County will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the County becomes aware that are not reported directly to the Contractor.

6.2.4 Monitoring Contractor Compliance: The County is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The Contractor shall input any and all service unit data into the County's Customer Relationship Management System within twenty-four (24) hours of receipt such information by the Contractor or if the information is received on a Sunday or a Holiday then by the end of the next business day. The County may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner and in compliance with this Contract in accordance with section 26 of this Contract.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 7:00 am and 6:30 pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor or County may request a variance to these normal hours of operations when special or unforeseen incidents occur.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the Day following the Holiday. All subsequent collections during the week in which the Holiday occurs will take place on the Day following the scheduled Collection day, and Contractor agrees that up to two (2) additional bags of residential solid waste may be picked up per Service Unit.

8. ELECTIVE SERVICES

In the event a Service Unit requests a service not included within this Contract, the Contractor may directly negotiate with the Service Unit for the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. PUBLIC EDUCATION

In coordination with and at the direction of Gwinnett County, the Contractor shall implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, including public meetings supported with Website, folders, brochures and other printed material. The Contractor will be named a "partner" in achieving the County's waste reduction and diversion goals. In coordination with Gwinnett County, the

Contractor shall create a website to explain why Gwinnett County emphasizes the need to recycle certain materials and to answer frequently asked questions regarding Recycling. The website shall provide a means by which a customer may electronically request and schedule large item pickups. The Contractor shall ensure that its personnel is adequately trained to correctly answer questions from customers regarding all aspects of the Recycling procedure. The Contractor and the County shall confer and coordinate efforts in order to achieve consistency of information disseminated to the public through the website. Contractor will print and distribute educational information, provided by the County as camera-ready copy, on Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Glass, Bulky Waste, White Goods, and/or Yard Trimmings including, but not limited to, program brochures and improper set-out notices to Service Units, where applicable, when performing Collection services under the Contract. The Contractor shall provide the County with quarterly reports of such activities. Contractor shall not distribute any public information material or website information without prior County approval.

10. SPECIAL PROGRAMS

Contractor agrees to coordinate efforts with the County to service all Special Programs sponsored by the County in the Service Areas. Contractor shall be paid a “per event” Service Fee as set out on Appendix III. When Special Programs sponsored by the County occur within the Service Area, the Contractor agrees, at the request of the County, to deliver and pick up a roll-off box container and deliver the contents for Processing/Disposal.

11. PERSONNEL OF THE CONTRACTOR:

11.1 Qualified Personnel: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Georgia Department of Driver Services.

11.2 Operational and Safety Training: Contractor shall provide operational and safety training for all of its employees who utilize or operate Collection Vehicles or equipment for collection of materials under the Contract. Contractor shall train its employees in Solid Waste collection to identify, and not collect, Hazardous Waste or Biomedical Waste.

11.3 No Tipping: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

11.4 Employee Decorum: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work

as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the County has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

11.5 Participation in Federal Work Authorization Program: Contractor affirms, via Appendix IV, that the Contractor and all its subcontractors, have registered for, and are participating in, the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All of the Contractor's documents and records of these verification processes shall be retained for a period of three (3) years following completion of this Contract.

11.6 Supervisor Qualifications: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the County and/or Service Units, or to follow up on problems and inspect Contractor's operations.

11.7 Uniforms: All employees of the Contractor performing work under the Contract shall wear a uniform while operating in the field, the shirt of which shall show their association with the Contractor. Contractor shall provide a list of current employees and subcontractors to the County upon request.

11.8 No Scavenging: Contractor shall assure that no employees remove materials from the Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under the Contract.

11.9 Employee Training: Contractor will train its employees as to the County's collection rules and regulations; ensuring employees can answer questions from Service Units and follow the County's collection rules at the curb. This training is to be ongoing and reaching new hires. Contractor employees will also leave notices of improper set-out when applicable. All drivers and Collection Vehicle crews shall be specifically trained in recognizing Acceptable Residential Municipal Solid Waste, Residential Municipal Single-stream Recovered Materials, Bulky Waste, White Goods and Yard Trimmings and the Contract requirements with respect to litter, and litter and spillage clean-up procedures.

12. LITTER AND SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Residential Single-stream Recovered Materials,

Yard Trimmings, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly remove and clean up all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

13. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

13.1 Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials: All Residential Municipal Solid Waste Residential Single-Stream Recovered Materials Collected by the Contractor shall be delivered to the applicable Processing Facility, Transfer Stations or Disposal Facilities determined by the Contractor. A Transfer Station may serve as the initial receiving Facility prior to delivery of the Residential Municipal Solid Waste to a Disposal Facility. Acceptable Residential Municipal Solid Waste must be stored in enclosed, leak proof Collection Vehicles on the days the designated Disposal Facility or Transfer Station is unavailable.

13.2 Yard Trimmings: All Yard Trimmings collected by a Contractor shall be delivered to a Processing Facility or Disposal Facility permitted to accept Yard Trimmings as determined by the Contractor. Acceptable Yard Trimmings collected will need to be stored in enclosed, leak proof Collection Vehicles on the days this designated Processing Facility and/or Disposal Facility is unavailable.

13.4 Bulky Waste: All Bulky Waste collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

13.5 White Goods: All White Goods collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

14. COLLECTION EQUIPMENT

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. The County requires the use of Collection Vehicles that are reliable, safe, well maintained, clean, and in good working order. Contractor shall remove from service and repair any Collection Vehicle that continuously leaks hydraulic fluid, oil, gas or other fluids. Contractor may use Collection Vehicles older than 10 years, but if it chooses to do so, those Collection Vehicles may be required to have a semi-annual inspection by a certified mechanic chosen by the County, and any costs and expenses of such inspections will be paid by the Contractor. Additionally, the County's representative(s) reserves the right to inspect all Collection Vehicles to be used in servicing this Contract no later than thirty (30) Days before Contract begins and at any time upon 48 hours' notice. The County shall notify Contractor about the failure of any Collection Vehicle to meet this requirement within ten (10) Days of inspection.

14.1 Specifications: All Collection Vehicles used by Contractor in providing

collection of materials under the Contract shall comply with all applicable local, County, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that Gross Vehicle Weight (GVW) of all Collection Vehicles, even when loaded, does not exceed Collection Vehicle license limitations to protect the highways of Gwinnett County.

- 14.2 Collection Vehicle Identification:** Contractor's name, local telephone number, and a unique Collection Vehicle identification number designated by Contractor for each Collection Vehicle shall be conspicuously displayed in at least three places on all Collection Vehicles, in letters and numbers no less than six (6) inches high. Contractor shall not place the County's name or logo on its Collection Vehicles.
- 14.3 Equipment Inventory:** In addition to the above required information, Contractor shall furnish the County a written inventory of all Collection Vehicles used in providing service, and shall update the inventory annually at the beginning of each Contract Year including the first Contract Year. The inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, model year, type, and capacity.
- 14.4 Cleaning and Maintenance:** Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.
- 14.5 Dual Use Collection Vehicles:** Contractor shall be permitted to utilize Collection Vehicles to Collect Residential Single-stream Recovered Materials in Collection Vehicles that have been used to collect Residential Municipal Solid Waste, Bulky Waste, and/or Yard Trimmings provided that the Contractor shall have cleaned the interior of the Collection Vehicle body after each use and the Contractor shall identify each Collection Vehicle that is used to collect Residential Single-stream Recovered Materials as a "RECYCLING" Collection Vehicle in letters twelve (12) inches in height.
- 14.6 Washing of Collection Vehicles:** Collection Vehicles used in the Collection services under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance. The County may inspect Collection Vehicles at any time to determine compliance with sanitation requirements.
- 14.7 Maintenance of Collection Vehicles:** Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage, and shall make such records available to the County upon request to the extent necessary to ensure compliance of manufacturer's recommended scheduled Collection Vehicle maintenance service. The County may inspect the Contractor's vehicles and

maintenance records upon 48 hours' notice to the Contractor.

14.8 Repair of Collection Vehicles: Contractor shall repair, or arrange for the repair of, all of its Collection Vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

14.9 Storage of Collection Vehicles: Contractor shall arrange to store all Collection Vehicles and other equipment in safe and secure location(s), where applicable, in accordance with all applicable laws and regulations.

15. UNACCEPTABLE WASTE

The Contractor shall not be required to collect or dispose of Unacceptable Waste set out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste, as required by Paragraph 6.1.4 above.

16. COMPLAINTS

16.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Sunday or a Holiday, then the complaint shall be resolved by the end of the next business day.

16.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

16.2.1 Identification number

16.2.2 Date and time of initial call

16.2.3 Date and time of any follow up call(s)

16.2.4 Customer name, service address, and phone number

16.2.5 Type of service request or complaint

16.2.6 Contractor contact by whom service request or complaint was received

16.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database and the County's Customer Relationship Management system within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 16.3.1** Contractor's determination as to legitimate or non-legitimate service request or complaint
 - 16.3.2** Action taken to satisfy request or resolve complaint
 - 16.3.3** Date of communication with Service Unit
 - 16.3.4** Date and time of action taken
- 16.4** Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the County simultaneously as data is entered into the record.
- 16.5** Contractor shall summarize work orders and complaints on a monthly basis.

17. QUALITY OF PERFORMANCE OF CONTRACTOR

- 17.1 Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day Collection as permitted under section 7 for Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, if the Collection thereof is requested by the Service Unit, Bulky Waste, White Goods, or Yard Trimmings shall be considered a breach of the Contract with the County.
- 17.2 Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
 - 17.2.1** Failure to clean up spilled Residential Municipal Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials or Glass resulting from loading and/or transporting — per Service Unit per occurrence: \$250 each for the first ten complaints within a calendar week, thereafter \$500 for each additional complaint during the same calendar week.
 - 17.2.2** Subject to Section 3.3 above, failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, — per occurrence: \$250 each for the first ten missed collections within a calendar week, thereafter \$500 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the County a Service Plan to remedy reports of failure to

collect material from a Service Unit. The County hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

- 17.2.3** Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) — per occurrence: \$1,000. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to subsection 17.2.2 until three additional problems have been reported. Nothing in this section precludes the County from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.
- 17.2.4** Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$2,000. If the Contractor fails to provide Collection Service to a group of accounts on four or more occasions within a calendar quarter, the County may assess additional liquidated damages in the amount of \$2,000.00 for each missed group of accounts or failure to complete a route violation during that calendar quarter. Provided, however, that the Contractor will not be assessed such additional liquidated damages for a missed group of accounts or a failed completion of a route for which the Contractor was previously assessed liquidated damages.
- 17.2.5** Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$250.
- 17.2.6** Collection or commingling of Residential Single-stream Recovered Materials with Residential Municipal Solid Waste without explicit written authorization from the County — per occurrence: \$1,000.
- 17.2.7** Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks — per occurrence: \$500 for the first occurrence and \$1,000 for each subsequent occurrence within the same calendar quarter. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the County's right of way. In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the County's receipt of the report of the third such spill.

- 17.2.8** Failure to maintain staffed office during specified hours (8 o'clock a.m. to 5 o'clock p.m. Monday through Friday) — per occurrence: \$800.
 - 17.2.9** Failure of Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract — per occurrence: \$250.
 - 17.2.10** Failure of Contractor to comply with any State or local littering laws — per occurrence: \$250 in addition to any applicable fines levied.
 - 17.2.11** Providing exclusively prohibited service in another Contractor's Service Area without explicit written authorization from the County — per occurrence: \$2,000.
- 17.3** The County shall provide written notification to the Contractor of the assessment of any liquidated damages under this Section within thirty (30) days of the date of breach giving rise to the assessment of liquidated damages. Such notice shall set forth in reasonable detail the section under which liquidated damages are being assessed and reasonable detail regarding the breach including location, date, and type of breach. Such notices shall be mailed to:
- Sanitation Solutions, Inc.
Kevin T. Byrd
President
2345 Ronald Reagan Boulevard
Cumming, GA 30041
- 17.4 Appeals Process for Assessment of Liquidated Damages:** Within 20 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

18. MANNER OF COLLECTION GENERALLY

The Contractor shall collect Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Service Unit; provided however it shall be the responsibility of the Service Unit to properly use and safeguard the Contractor's Carts. Each Service Unit shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Carts and for the cleanliness and safekeeping of such Carts. Contractor shall have the right to charge the Service Unit for the cost of repair or replacement of Carts,

including any delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Throwing of any Cart or other Collection Receptacle is prohibited.

19. NATURAL DISASTERS

In the event of a hurricane, tornado, major storm including but not limited to snow storm, high winds in excess of 40 mph, or other natural disaster, the Contractor's responsibility shall be to reestablish regular routes and schedules for the Collection Services on the Day following the event. If Collection is not possible on the Day following the event, Collection shall resume on the Day and schedule agreed upon by the General Manager of the Contractor and the Chairman of the Board of Commissioners. The Collection and Disposal of Municipal Solid Waste shall be the highest priority. The Collection and Disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate contract, the County may procure Collection and Disposal services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation with the County and the debris Collection contractor in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

20. UNCONTROLLABLE CIRCUMSTANCES

Neither the County nor Contractor shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

21. PERMITS AND LICENSES

The Contractor shall obtain, at its sole expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

22. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to \$150,000.00. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new

Contractor and services.

23. EMPLOYEE WAGES AND BENEFITS

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

24. INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a) Statutory workers' compensation insurance

- Employer's liability for bodily injury by accident: \$500,000 each accident
- Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee

b) Commercial general liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- \$1,000,000 limit of liability per occurrence for personal injury
- Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury.
- Additional insured endorsement which includes ongoing operations and completed operations.

c) Auto liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles
- Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
- If the auto policy does not include this endorsement form, must have a separate Contractors Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000.

d) Excess liability insurance – Minimum \$5,000,000 limit of liability

- The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions.

- The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
 - The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e) Gwinnett County, Georgia and the Gwinnett County Board of Commissioners should be shown as additional insureds on general liability, auto liability, and Excess liability policies.
- f) The cancellation provision must provide 90 Days' notice of cancellation.
- g) The certificate holders and additional insureds must be added as specified above, and must read as follows:
- Gwinnett County, Georgia and Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046
- h) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- i) The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia unless otherwise approved by the County.
- j) Certificates of insurance, and any subsequent renewals, must reference Solid Waste Collection and Disposal services.
- k) The Contractor shall agree to provide summaries of current insurance policies, if requested, to verify compliance with these insurance requirements.
- l) The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- m) No Contractor or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- n) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor (service provider) and all subcontractors of the liability provisions of the Contract.

- o) Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- p) Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- q) Contractor shall waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor.

25. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the County shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the County harmless for, any such damages caused by acts or omissions

of the County or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the County.

26. ACCESS AND AUDITS

The Contractor shall maintain within the County adequate records of the Collection Services performed by the Contractor during the Contract Year and for one year following the end of each Contract Year. During the term hereof, Contractor shall maintain records of Contractor's fuel usage. The County shall have the right to review all records maintained by the Contractor pursuant to this Contract upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Contract or to verify fuel adjustments as provided for under this Contract.

27. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the person designated by the County.

28. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Gwinnett County
c/o Director of Support Services
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:
Gwinnett County Attorney
Law Department
75 Langley Drive
Lawrenceville, GA 30046

As to Contractor:

Sanitation Solutions, Inc.
Kevin T. Byrd
President
2345 Ronald Reagan Boulevard

Cumming, GA 30041 Winder, GA 30680 Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

29. DEFAULT OF CONTRACT

29.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the County terminates this Contract, the County may immediately assign the Service Units previously serviced pursuant to this Contract to other haulers with whom the County has an Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the County.

29.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the County's fault, any unwarranted and intentional neglect, failure or refusal of the Contractor to comply with any material provision of the Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010 ("2010 Ordinance"), as amended, or this Contract within 30 days after written notice from the County setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of the 2010 Ordinance and this Contract, and the County, upon notice to the Contractor and hearing, may, for good cause declare this Contract forfeited and exclude the Contractor from further use of the County streets and the Contractor shall thereupon surrender all rights in and under this Contract. In order for the County to declare a forfeiture pursuant to the above, the County shall fully comply with the procedures set forth within section XVIII of the 2010 Ordinance which are incorporated herein by reference.

29.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

29.2.2. The County shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the County, Contractor shall acknowledge receipt of such notice and shall promptly provide the County with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

29.3 Events of Default by the County:

The following shall constitute events of Default on the part of the County, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

29.3.1 A failure by the County to timely perform any obligation under the terms of this Contract or the 2010 Ordinance, as amended, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if County commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the County and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

29.3.2 The County being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance hereunder.

29.3.3 Contractor shall, as soon as practical, notify the County of any failure on the County's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the County shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the County, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the County.

30. RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE

Subject to section 15 of this Contract, the Contractor shall hold title and ownership of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, once placed in the Designated Collection Location by the Service Unit. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

If any future Legislation is passed by the Congress of the United States that creates financial benefits for Contractor based solely on Contractor's ownership or control of Single Stream Recovered Materials which exceeds any related increase in costs to Contractor from or related to the same Legislation, Contractor will negotiate in good faith with the County regarding the appropriate allocation of those financial benefits between the County and Contractor.

32. GOVERNING LAW, DISPUTE RESOLUTION

This Contract shall be governed by and interpreted under the laws of the State of Georgia.

33. COMPLIANCE WITH LAWS

Each of the County and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

34. SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

35. TRANSFER AND ASSIGNMENT

No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed. The County in its discretion may assign this Contract to an Authority created by law to administer solid waste management and collection within the County.

The parties acknowledge and agree that the Service Areas are determined pursuant to the 2010 Ordinance, as amended, in which the terms contemplate adjustment of Service Zones. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the County at the time of such acquisition or merger, subject to

County consent as provided above.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

36. MODIFICATION

Except for the 2010 Ordinance, as amended, to which this Contract is made subject, this Contract constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

38. CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

39. BINDING EFFECT

This Contract shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

40. TIME IS OF THE ESSENCE

Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

41. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. CAPTIONS; DESIGNATIONS

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

43. REPRESENTATIONS

The parties signing this Contract warrant that they have been authorized to do so by the

Gwinnett Board of Commissioners or by the appropriate board or officer as the case may be. The Contractor shall provide to the County written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the County represents, warrants to Contractor and covenants and agrees as follows:

43.1 The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Contract and the County's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Notwithstanding the foregoing, the County may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

43.2 The County is not aware of any additional consents or approvals required to enter or perform this Contract by the County. Furthermore, the County is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound that conflicts with the entering into or performance of this Contract.

43.3 To the best of the County's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

44. RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

45. CONSTRUCTION AND MODIFICATION

This Contract is to be construed consistent with the 2010 Ordinance, as it may be amended from time to time. To the extent this Contract cannot be construed consistent with the 2010 Ordinance, the Parties agree that this Contract shall be amended to the extent necessary to comply with the 2010 Ordinance. The parties agree to execute any and all amendments necessary to amend this Contract consistent with the 2010 Ordinance as amended prior to or subsequent to the effective date of this Contract. In addition, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and this Agreement and the Amendment to this Agreement are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

GWINNETT COUNTY, GEORGIA.

By:

Charlotte J. Nash, Chairman

ATTEST:

By:

Diane Kemp, County Clerk
(SEAL)

Approved as to form:

Theresa A. Cox, Deputy County Attorney

SANITATION SOLUTIONS, INC.

By:

Kevin T. Byrd, President

ATTEST:

By: _

Secretary or Other Authorized Officer
(SEAL)

APPENDICES

**FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND COLLECTION OF
RESIDENTIAL SINGLE-STREAM RECOVERED MATERIALS**

LIST OF APPENDICES

- I. Cart Specifications
- II. Residential Recovered Materials
 - IIA. Recovered Materials Matrix
- III. Service Fees
- IV. Federal Work Authorization Program Certification
- V. Service Area

Appendix I

Cart Specifications

The following specifications represent the minimum standards required by the County with respect to the Carts. Unless otherwise stated within this Appendix I the term “Cart” shall mean “Residential Municipal Solid Waste Storage Cart” or “Residential Recovered Materials Storage Cart.” The County may consider Carts which do not comply with one or more of the following specifications. Acceptability of alternative specifications is, however, the sole determination of the County.

1. The Carts are new or refurbished and are compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Carts shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Carts are designed to contain Residential Single-Stream Recovered Materials and Residential Municipal Solid Waste materials, as applicable, including paper, fibers, garbage, refuse, and rubbish. Residential Single-Stream Recovered Materials placed in the 95 gallon Cart will not be recycled. The 65 gallon Recycling Cart is designed to contain Residential Single-Stream Recovered Materials.
4. The Carts are provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Carts are composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Residential Municipal Solid Waste Storage Cart shall be either approximately 95 or 65 U.S. gallons, excluding domed lid. The capacity of the Residential Recovered Materials Storage Cart is 65 U.S. gallons. Residential Recovered Materials Storage Carts shall be clearly marked “Recycling.”
7. The Residential Municipal Solid Waste Storage Cart is designed to accommodate a load of three hundred thirty (330) pounds or two hundred thirty (230) pounds, excluding the weight of the Cart.
8. The Residential Municipal Solid Waste Storage Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the Cart and its contents up to 330 pounds or 230 pounds.

9. The Carts are made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Carts will have a color of Black, Gray, Brown, Green, Tan, Maroon, Burgundy, Blue, or certain other colors approved by the County. These colors must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Cart lid is held closed by its weight only. No latches are used or required.
13. The Carts, when empty, will not overturn when the lid is thrown fully open.
14. Each Cart will display the Contractor's company name.

Appendix II

Acceptable Residential Recovered Materials

The list of acceptable Recovered Materials to be collected upon request by the Service Unit is listed below. This list is subject to change after an annual review by the parties and upon the mutual consent of the parties during the Term.

NEWSPAPER

Newspapers & Inserts

CARDBOARD

Cardboard Boxes (Broken Down)

Pizza Boxes (with no food or grease)

KRAFT PAPER

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

PAPERBOARD

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

MAGAZINES

Magazines

Shopping Catalogues

JUNK MAIL

Discarded Mail

Greeting Cards

Envelopes

MIXED PAPER

Calendars
School Papers
Carbonless Forms-Paper

OTHER PAPER

Computer Paper
Old Phone Directories
Paperback Books

ALUMINUM

Aluminum Beverage Containers
Aluminum Baking Tins
Aluminum Food Containers

STEEL

Steel Food Containers
Empty Aerosol Cans
Clean Metallic Lids

PLASTIC

Plastic Soda & Water Bottles (#1)
Milk Jugs (#2)
Plastic Detergent Bottles (#2)

Appendix IIA

Recovered Materials Matrix

Material	Material Percentage	Commodity Price	Value
OCC	16.60%	85.00	14.11
Mixed Paper (including ONP)	38.40%	(5.00)	(1.92)
PET	3.50%	210.00	7.35
Natural HDPE	1.60%	750.00	12.00
Pigment HDPE	1.70%	102.60	1.74
Rigid Plastics	2.30%	40.00	0.92
Mixed Plastic (3-7)	2.20%	(30.00)	(0.66)
Glass	10.10%	(30.00)	(3.03)
Steel	3.20%	62.50	2.00
Aluminum	1.10%	820.00	9.02
Residual	19.30%	(60.00)	(11.58)
	100.00%		\$29.95

OCC = Old Corrugated Cardboard

PET = Polyethylene Terephthalate Plastics

HDPE = High Density Polyethylene Plastics

Natural = No Color Additives

Pigment = Color Additives

Appendix III **Service Fees**

Service Description

Service Fee for Calendar Year 2020

Base Service – Residential Municipal Solid Waste Collection and Disposal, Collected Weekly; Residential Single-stream Recovered Materials collection and delivery to a Processing Facility determined by Contractor, Collected weekly; White Goods and Bulky Waste Collection, Processing and/or Disposal, Collected weekly

\$ 16.98/Base Service Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

\$12.74/ Senior Discount Unit/Month, \$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

Additional Service Fee for Non-Curbside Collection (Person with a Disability)

\$ 0.00/Service Unit/Month

Additional Service Fee for elective (by Service Unit) Yard Trimmings Collection, Processing, and/or Disposal collected weekly (Additional Service Fees, over base services to be billed by Contractor directly to Service Units)

\$10.00 /Service Unit/Month; billed semi-annually for six month periods from January 1 – June 30 and July 1 – December 31 (subject to the 25% discount for 12 month contracts set forth in 4.1 of this Agreement)

Special Programs – Collection, transfer, and Disposal/Processing of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste, and/or Yard Trimmings from Special Programs Roll-off container and Roll-off Collection Vehicle service at Special Program(s) (Event Service Fee shall also include container drop & pull)

\$1500.00/Service Unit/Month

Note 1: Service Fee must also include all appropriate hauling costs for

transportation to Disposal Facility, Transfer Station, or Processing Facility , as applicable

Note 2: Contractor is responsible for billing Service Units directly for any additional Service Fees resulting from any and all services beyond the Base Collection Services and Special Programs.

Note 3: Initial Service Fee subject to Adjustments as provided in Section 4.1.1.

APPENDIX IV

WINNETT COUNTY, GEORGIA CERTIFICATION OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

This will affirm that and its subcontractors have registered for and are participating in the federal work authorization program defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By:

Date

Printed Name

Advanced Disposal Services of Atlanta, Inc.
Republic Services, Inc.
Sanitation Solutions, Inc.
Southern Sanitation, Inc.
Waste Pro of Georgia, Inc.



4400 1803 Kite/Paper Supply Blvd #404-1002
 Princeton, TN 37242-4400
 Tel: 615-329-1100
 Fax: 615-329-1101
 Email: info@kitesupply.com
 Website: www.kitesupply.com
 Hours: Mon-Fri 9-5, Sat 10-5, Sun 11-5
 Other: Full service

The following is a list of the most important results obtained from the study. The first result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The second result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem. The third result is that the study has shown that the use of the proposed method is very effective in reducing the number of iterations required to solve the problem.



Miss Margaret Fitzgerald
Author: Margaret Fitzgerald 1918
Date Printed by: Guilford County
Date Recd: 10/10/17 + 10/10/18
Source: State Office, 10/10/18

**SECOND AMENDMENT TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL AND COLLECTION OF RESIDENTIAL SINGLE-
STREAM RECOVERED MATERIALS**

Between

GWINNETT COUNTY, GEORGIA

And

WASTE PRO OF GEORGIA, INC.

TABLE OF CONTENTS

1.	TERM	2
2.	DEFINITIONS	2
3.	SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.....	9
4.	FEES AND PAYMENTS FOR SERVICES.....	11
5.	SERVICE FEE ADJUSTMENTS.....	14
6.	GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES	18
7.	SCHEDULE OF COLLECTION	20
8.	ELECTIVE SERVICES	20
9.	PUBLIC EDUCATION	20
10.	SPECIAL PROGRAMS	21
11.	PERSONNEL OF THE CONTRACTOR.....	21
12.	LITTER AND SPILLAGE	22
13.	DESIGNATED DISPOSAL AND PROCESSING LOCATIONS	23
14.	COLLECTION EQUIPMENT	23
15.	UNACCEPTABLE WASTE	25
16.	COMPLAINTS.....	25
17.	QUALITY OF PERFORMANCE OF CONTRACTOR	26
18.	MANNER OF COLLECTION GENERALLY	28
19.	NATURAL DISASTERS	29
20.	UNCONTROLLABLE CIRCUMSTANCES	29
21.	PERMITS AND LICENSES	29
22.	PERFORMANCE BOND.....	29
23.	EMPLOYEE WAGES AND BENEFITS	30
24.	INSURANCE	30
25.	INDEMNIFICATION.....	32
26.	ACCESS AND AUDITS	33

27.	POINT OF CONTACT	33
28.	NOTICE	33
29.	DEFAULT OF CONTRACT	34
30.	RIGHT TO REQUIRE PERFORMANCE	36
31.	TITLE TO WASTE	36
32.	GOVERNING LAW, DISPUTE RESOLUTION.....	36
33.	COMPLIANCE WITH LAWS	36
34.	SEVERABILITY	36
35.	TRANSFER AND ASSIGNMENT	36
36.	MODIFICATION.....	37
37.	INDEPENDENCE OF PARTIES TO AGREEMENT.....	37
38.	CHANGE OF LAW	37
39.	BINDING EFFECT	37
40.	TIME IS OF THE ESSENCE	37
41.	COUNTERPARTS.....	37
42.	CAPTIONS; DESIGNATIONS	37
43.	REPRESENTATIONS.....	37
44.	RECITALS	38
45.	CONSTRUCTION AND MODIFICATION.....	38

This Second Amendment To The Agreement For Residential Solid Waste Collection And Disposal And Collection Of Residential Single-Stream Recovered Materials is hereby made and entered into this —— day of June, 2020 (the “Effective Date”), between Gwinnett County, Georgia, a political subdivision of the State of Georgia organized and existing under the laws of the State of Georgia (the “County”), and, Waste Pro of Georgia, Inc., a Georgia Corporation (hereinafter referred to as “Contractor”).

W I T N E S S E T H

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

WHEREAS, pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20, et. seq., the 2008 Comprehensive Solid Waste Management Plan, and Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010, as amended, Gwinnett County has the authority to determine the manner of collection and disposal of solid waste generated by residents of the County, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the County; and

WHEREAS, the parties entered into a previous Contract on May 23, 2010 for an eight-year term with a two-year option to renew the Contract; and

WHEREAS, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials and the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order; and

WHEREAS, the County and Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials on December 19, 2017 with an initial term beginning on July 1, 2018 and ending on June 30, 2026; and

WHEREAS, under the terms of First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials, Contractor was given an exclusive Contract in the designated Service Area for a specified period of time for the Collection Services as outlined in the First Amendment; and

WHEREAS, since the County and the Contractor entered into the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential

Single-Stream Recovered Materials, there have been changes in the law and in the solid waste and recycling industry; and

WHEREAS, the County and Contractor desire to amend the First Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials to amend certain provisions to address changes in the law, to address changes in the recycling industry, and to clarify certain provisions and address; and

WHEREAS, it is deemed to be in the best interest of the County and the residents of the County for the County to enter into this Second Amendment to the Agreement For Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with Contractor in order to ensure high quality services by Contractor to the County within the designated Service Area at reasonable rates to County residents; and

WHEREAS, the County 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.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. TERM:

The Term of this Second Amendment to the Agreement, as defined herein, shall be for the period beginning June 1, 2020, and expiring on June 30, 2026 (the “Initial Term”). Upon the expiration of the Initial Term, this Contract shall be automatically renewed for an additional two (2) year term (“Renewal Term”, together with the Initial Term, the “Term”) unless the County provides at least ninety (90) days prior written notice to the Contractor of its intent not to renew the Contract prior to the expiration of the Initial Term. The terms and conditions of this Contract during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be terminated during the Initial Term or Renewal Term pursuant to the provisions of section 29 below.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Adjustment Factor shall have the meaning set forth in section 5 below.

2.3 Base Collection Services shall mean those Collection Services provided in exchange for the Service Fee, excluding the collection services for Yard Trimmings.

2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4-.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

2.5 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, thus too large or too bulky to be collected during normal Residential Municipal Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

2.6 Clear Zone shall mean the unobstructed relatively flat area beyond the edge of the traveled way that allows a driver to stop safely or regain control of a vehicle that leaves the traveled way.

2.7 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods for transport elsewhere, or cause such to be done.

2.8 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, including related transportation, transfer, processing and/or disposal.

2.9 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.10 Construction and Demolition Waste (C&D Waste) shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

2.11 Consumer Price Index or CPI-U shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, All Items less energy, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.12 Contract shall mean this Contract between the County and Contractor.

2.13 Contract Year shall mean July 1 through June 30 of each calendar year.

2.14 Contractor shall mean

2.15 County shall mean Gwinnett County, Georgia.

2.16 Day shall mean calendar day.

2.17 Default shall mean a breach of this Contract by the Contractor or the County, which breach is not cured within the applicable cure period allowed herein.

2.18 Designated Collection Location shall mean where the edge of the Collection Cart and/or any Yard Trimmings, and/or any Bulky Waste, and/or any White Goods is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.19 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.20 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.21 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.22 Elective Services shall mean collection services offered by the Contractor, for a charge in addition to the Service Fee, which are arranged between the Contractor and the Service Unit, including costs for delivery of and collection from an additional Cart pursuant to section 3.2 below, and billed for separately by the Contractor excluding Yard Trimmings Collections.

2.23 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.24 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.25 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.26 Garbage shall mean food waste including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, as per Georgia Department of Natural Resources Rule 391-3-4-.01. Garbage does not include Unacceptable Waste.

2.27 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

2.28 Holiday shall mean New Year's Day, Thanksgiving Day, and/or Christmas Day.

2.29 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.30 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.31 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.32 Municipal Solid Waste (MSW) shall mean any solid waste derived from households including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes Yard Trimmings and commercial solid waste, but does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.33 New Customer shall mean any Owner of a newly constructed Service Unit.

2.34 Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor.

2.35 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises in unincorporated Gwinnett County.

2.36 Person shall mean the State of Georgia or any other state or any agency or institution thereof and any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.

2.37 Person with a Disability shall mean a service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article so long as he or she obtains a physician's certificate certifying such challenge and provides the physician's certificate to the Contractor. Person with a Disability shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.38 Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee as amended prior to or subsequent to the effective date of this Contract consistent with the

terms of this Contract.

2.39 Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of Solid Waste, and separation from Solid Waste or other handling of Recovered Materials for Recycling.

2.40 Processing Facility shall mean a Facility whose activities include, but are not limited to, the separation and preparation of Solid Waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity, and includes all aspects of its management (administration, personnel, land, equipment, building and other elements).

2.41 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.42 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.43 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

2.44 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

2.45 Recycling Processing Charge shall mean an amount added to the Service Fee to reflect the costs to Contractor related to processing of Residential Single-stream Recovered Materials collected from Service Units, adjusted annually in the manner described in Section 5.5 of the Contract.

2.46 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, Triplexes, Quadraplexes, or Mobile Homes.

2.47 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.48 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste, as per Cart Specifications in Appendix I.

2.49 Residential Recovered Materials Collection Service shall mean the Contractor's Collection and Processing of Residential Single-Stream Recovered Materials, in accordance with the terms of this Contract.

2.50 Residential Recovered Materials Storage Cart shall mean a plastic recycling cart

that will allow collection of Recovered Materials, meeting Residential Recovered Materials Storage Cart Specifications in Appendix I. The deployment of Residential Recovered Materials Storage Carts as set forth in this amended agreement shall be effective beginning July 1 2018.

2.51 Residential Service Provider shall mean Contractor.

2.52 Residential Single-stream Recovered Materials shall mean those materials as set forth in Appendix II, which may be amended in accordance with the provisions of Agreement, which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the Residential Municipal Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

2.53 Service Fee Adjustments shall have the meaning set forth in section 4.1.1 below.

2.54 Service Area shall mean the “Service Zone” assigned to Contractor and described herein in Appendix V.

2.55 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit, and in addition, the amount of the applicable Recycling Processing Charge.

2.56 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services unless such units request Residential Municipal Solid Waste Collection Services as provided by this Contract.

2.57 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.58 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.59 Special Programs shall have the meaning set forth in Section 10.

2.60 State shall mean the State of Georgia.

2.61 Term shall have the meaning set forth in section 1 above.

2.62 Tire shall mean a continuous solid or pneumatic rubber covering designed for

encircling the wheel.

2.63 Transfer Station shall mean a Facility, permitted by applicable law, used to transfer Solid Waste from one Collection Vehicle to another for transportation to a Disposal Facility or Processing Facility.

2.64 Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

2.65 Triplex shall mean a building designed exclusively for residential occupancy by three Families.

2.66 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.67 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.68 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the County. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.69 White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

2.70 Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and

vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all Treated Wood.

2.71 2010 Ordinance shall have the meaning set forth in section 29.2 below.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be Provided by Contractor

During Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services, and if requested, the right to provide Residential Recovered Materials Collection Service and Collection of Yard Trimmings in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area. The County 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 the Collection Services, Residential Recovered Materials Collection Service, or Collection of Yard Trimmings in the designated Service Area as contemplated hereby during the Term hereof. The Contractor may charge extra, in addition to the Service Fee, for providing Yard Trimmings Collection service, and may, but is not required, to offer the service or Residential Recovered Materials Collection Service, on a different day of the week than the other Collection services. Non-Curbside Collection must also be offered to Persons with a Disability requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Persons with a Disability who have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Collection of Yard Trimmings, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the County to use the Collection Services offered by Contractor. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection

The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location.

3.1.2 Residential Single-stream Recovered Materials Collection

In the event a Service Unit wishes to receive Residential Recovered Materials Collection Service, the Contractor will provide once per week Collection of Residential Single-stream Recovered Materials from a Contractor owned 65 gallon Residential Recovered Materials Storage Cart or a Contractor owned 18 gallon Residential Recovered Materials Storage bin. If not requested during new service set up, the Service Unit(s) must contact the Contractor directly to request Residential Recovered Materials Collection Service and shall timely place such Residential Single-stream Recovered Materials at the Designated Collection

Location for Collection by the Contractor. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recovered Materials Storage Cart in the Designated Collection Location. The list of acceptable Recovered Materials to be Collected upon request by the Service Unit is listed on Appendix II, but is subject to change after an annual review by the parties and by the mutual consent of the parties during the Term.

3.1.3 Bulky Waste and White Goods Collection

Once per week, the Contractor will provide Collection of up to two (2) items of Bulky Waste and White Goods from the Designated Collection Location of the Service Unit that generated the Bulky Waste and White Goods. It is the responsibility of the Service Unit to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to Collect White Goods that do not meet these standards. The Collector must, however, notify the Service Unit of the reasons that the White Goods were not Collected. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such White Goods and/or Bulky Waste in the Designated Collection Location in compliance with this section 3.1.3.

3.1.4 Yard Trimmings Collection

Yard Trimming Collection shall be done on a weekly basis, under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit on a semi-annual, or annual, basis for Yard Trimming Collection, in addition to the Service Fee charged for the other Base Collection Services. Contractor shall offer collection of no more than three cubic yards per Collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags designed or suitable for containing Yard Trimmings, excluding Residential Municipal Waste Storage Carts, Residential Recovered Materials Storage Carts, and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle weighing not more than fifty (50) pounds. The Service Unit(s) will contact the Contractor directly to request Collection of Yard Trimmings and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Contractor. Yard Trimmings shall be Collected, and may upon collection be comingled with, Residential Municipal Solid Waste. In the event that the Contractor comingles Yard Trimmings with Residential Municipal Solid Waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

3.2 Storage Carts

Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Cart ("Cart") and, if requested for the service, one 65 gallon Residential Single-stream Recovered Materials Storage Cart" or 18 gallon Residential Single-Stream

Storage bin as requested by the Service Unit. Contractor shall deliver the approximately 95 gallon Residential Municipal Solid Waste Storage Cart unless the Service Unit Owner requests the smaller approximately 65 gallon Residential Municipal Solid Waste Storage Cart. Contractor will deliver carts and/or bins within ten (10) business days of the request by the Service Unit. These Carts may be new, or if in good working condition and clean, may be refurbished. All Carts must, however, meet the specifications set out in Appendix I hereto. Contractor will provide additional Cart(s) to any Service Unit requesting them. The Service Unit will reimburse the Contractor for all costs and expenses incurred in the delivery of additional Carts, and the Contractor shall be permitted to charge additional Service Fee for Collection from the additional Cart(s). Contractor will be responsible for the purchasing, assembly, delivery (including copies of the educational information, if any, provided by the County as camera ready copy), maintenance and replacement of all Carts used in providing Collection Services. All Carts will remain the property of the Contractor.

3.3 Missed Collections

Contractor will be responsible for receiving all reports of missed Collections from Service Units, rectifying the missed Collection with Service Unit and providing this information on required reports within twenty-four hours of the Missed Collection except if such deadline occurs on a Sunday or a Holiday then by the end of the next business day to the County. In the event the missed Collection was due solely to the fault of the Contractor and such missed Collection was not due to Uncontrollable Circumstances, Contractor shall provide the applicable Collection Service to the Service Unit within twenty-four (24) hours of the report of the Missed Collection, except if missed Collection deadline falls on Sunday or a Holiday, then the deadline will be end of the day the next business day. In the event the missed Collection was due to any act or failure to act by the Service Unit and/or the County, Contractor shall not schedule or perform an additional pickup and Contractor shall continue to receive the entire Service Fee for the Service Unit.

3.3.1 If Contractor determines that a route will be delayed or unfinished, Contractor shall provide the County notification by email which identifies the area with specificity that was not served, the number of residential units affected, the reason the route was delayed or unfinished and the estimated day and time the service will be completed.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Service Fees

The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$17.91 for the period from January 1, 2018 through June 30, 2018. The price per Service Unit to be paid as a Service Fee to Contractor by the County for the Base Collection Services including Residential Recovered Materials Collection Services (if so desired by the residential unit) shall be \$16.66 per Service Unit per month beginning on July 1, 2018 (the Service Fee). This Service Fee for the Base Collection Services constitutes a seven percent (7%) reduction from the Service Fee for Base Collection Services scheduled to be effective on January 1,

2018. In the event that the Service Unit receives a Senior Discount, however, the County shall pay the Contractor the Service Fee less the amount of the Senior Discount for such Service Unit. The Contractor shall be entitled to a Service Fee for each Service Unit if Contractor has delivered a Cart to the Service Unit and the Owner of that Service Unit has not notified Contractor in writing or notified the County that the Service Unit is no longer occupied. The Service Fee shall be subject to adjustment as provided in section 4.1.1 below which adjustments shall be made in accordance with section 4.1.2 below. The Service Fee includes Residential Recovered Materials Collection Services. Services if elected by the Service Unit, provided however, to encourage Recycling, there will be no reduction in the Service Fee if Residential Recovered Materials Collection Services is not elected. Furthermore, Contractor may, within its Service Area, contract directly with residents on a semi-annual basis for the collection and disposal of Yard Trimmings at a rate of \$60.00 per Service Unit for such collection and disposal service to be paid semi-annually without proration for service provided at any time during any of the six (6) months of January through June or at any time during any of the six (6) months of July through December. The semi-annual rate may be charged to a resident only if service is provided during a six-month period as aforesaid. Contractor may suspend Yard Trimmings Collection services for nonpayment upon notice to County and Owner. In the event that an owner of a Storage Unit requests collection and disposal of Yard Trimmings and agrees to twelve (12) months of continuous Yard Trimmings service, the Contractor shall provide a twenty-five percent (25%) discount for collection and disposal of Yard Trimmings effective July 1, 2018. The Service Fees will be invoiced and calculated as provided in section 4.2 below. The Contractor shall be paid the Service Fees irrespective of whether or not the County collects amounts owed from the Service Unit.

4.1.1 Adjustments to Service Fee

The Service Fee shall be adjusted for increases in the CPI-U (as provided in section 5.1 below), increases and decreases in cost of Diesel Fuel (as provided in section 5.2 below), increases and decreases in the cost of recycling (as provided in section 5.3 below), and increases due to Change in Law. (as provided in section 5.4 below) (collectively "Service Fee Adjustments").

4.1.2 Payment of Adjustments to Service Fees

The Service Fee Adjustments shall be calculated annually by the Contractor and submitted to the County on or before May 1 of each Contract Year ("Service Fee Adjustment Notice"). The Service Fee Adjustments shall be based on the 12 month period from April 1 to March 31 of each year during the Term ("Base Year"). The Service Fee Adjustments will be included in all payments of the Service Fee commencing January 1 of the year following the year in which the Adjustment Notice is submitted to the County, commencing January 1, 2020 ("Service Fee Adjustment Date").

4.1.3 Discounts for Seniors

Contractor shall provide a twenty-five percent (25%) discount to each Service Unit for which an owner of the Service Unit has submitted an affidavit to the Contractor verifying that such owner is sixty-two (62)

years of age or older and verifying that the Service Unit address is the owner's primary residence. The Senior Discount shall commence on the first day of the second month following the owner's submission of the affidavit.

4.2 Invoicing

Prior to the effective date of this Contract, Contractor will provide the County with an electronic list containing the street address of each Service Unit and total number of Service Units within the Contractor's Service Area ("Initial Service List"). Without additional fees or payments the County shall cooperate with Contractor in completing the Initial Service List and shall provide that electronic stored information in the County's possession or control that is or may be helpful to Contractor in compiling the Initial Service List. Thereafter, each month along with its invoice (as provided below), Contractor shall provide an electronic list containing the addresses and total number of Service Units, the Owners of which have provided Contractor with written notice that the Service Unit is no longer occupied, Collection Services need to be discontinued and the Cart(s) and Bin picked up or the Service Unit has subsequently become occupied or reoccupied, Collection Services needed to be commenced or recommenced. No later than the second (2nd) day of each calendar month, the Contractor shall submit to the County a statement of the Service Fees and Service Fee Adjustments the Contractor believes to be due and owing to Contractor for Collection Services rendered by the Contractor during the previous calendar month (the "Statement of Service Fees"). Such Statement of Service Fees shall list monthly payments due the Contractor based on the Service Fee, Service Fee Adjustments, and upon the calculation of Service Units determined by the Contractor pursuant to section 4.1 and this section 4.2. The statement must include:

- 4.2.1** The number of Service Units calculated in accordance with sections 4.1 and 4.2;
- 4.2.2** Any liquidated damages assessed by the County; and
- 4.2.3** Service Fee Adjustment

4.3 County Administration Fee

The County may charge each Service Unit for administration and related expenses ("County Administration Fee") which may be modified by the County at its discretion. The County Administration Fee shall be retained by the County.

4.4 Payment

No later than the tenth (10th) day of each calendar month, the County shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the County shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees

5. SERVICE FEE ADJUSTMENTS

All service fee adjustments related to this section or any other section in this agreement shall be provided to the County by May 1 of the calendar year preceding the calendar year the adjustments are to be effective for consideration as part of the annual Service Fee Adjustment Notice process. Any notifications received after May 1 will be considered during the next annual Service Fee Adjustment Notice process. All service fee adjustments become effective on the Service Fee Adjustment date (January 1 of the year following the Adjustment Notice to the County).

5.1 Service Fee CPI-U Adjustment

The CPI-U shall be used to calculate Service Fee Adjustments subject to the provisions of sections 4.1.1 and 4.1.2 above. During the Term, the Service Fee shall be adjusted based upon the Adjustment Factor beginning on January 1, 2020. The Adjustment Factor shall be equal to 70 percent (70%) of the increase, if any, in the inflation index, CPI-U, which occurred during the preceding Base Year. The Contractor's then current Service Fees for each Collection Service shall be adjusted by multiplying each by the Adjustment Factor. The Service Fee CPI-U Adjustment will be paid in accordance with section 4.1 above. Provided, however, and subject to section 5.4 below, Service Fee Adjustments for increases in the CPI-U during the Initial Term shall not exceed 21% in the aggregate.

5.2 Service Fee Fuel Adjustment

During the Term, the Service Fee shall be adjusted for increases and decreases in the average cost of No. 2 Diesel Ultra Low Sulfur Fuel ("Fuel") as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers, including taxes (the "Index") for each Base Year over or under the Base Cost per Gallon of Fuel of \$2.76 per gallon. Each "Base Year" shall have the same meaning as set forth in section 4.1.2.

5.2.1 Determination of Annual Fuel Usage and Fuel Adjustment

For the purpose of calculating the Service Fee Fuel Adjustment, Fuel Usage for the Initial Term shall be calculated as follows:

On or before April 15, 2019, all contractors providing Collection Services in Gwinnett County pursuant to the Residential Solid Waste Collection and Disposal and Collection of Residential Single Stream Recovered Materials contract (the "Hauler Contracts" or "Hauler Contract"; each contractor with a Hauler Contract shall be referred to in this section 5.2 as "Haulers" or "Hauler") shall report to the County the number of gallons of Fuel used in providing Collection Services under the Hauler Contracts by each Hauler in that First Contract Year through March 31, 2019 (July 1, 2018 through March 31, 2019). The Fuel Usage for the First Contract Year through March 31, 2019 shall be annualized by dividing the total Fuel Usage for all the Haulers by the number of completed months 9 and multiplying the result by 12, the result shall be referred to as the gallons of Fuel used in the First Contract Year. Notwithstanding the amount of fuel actually consumed by the Haulers, for all Contract Years, Fuel Usage

shall mean the gallons of Fuel used in the First Contract Year by all Haulers, as determined above, reduced by 1.5% cumulative each Contract Year (“Annual Fuel Usage”). To determine Service Fee Fuel Adjustment for each Hauler, for each Base Year, the Base Costs per gallon of Fuel (\$2.76) will be subtracted from the daily average cost of Fuel per gallon for each Base Year as reported on the Index. The positive or negative result of the immediately preceding calculation will then be multiplied by the applicable Annual Fuel Usage for the Contract Year that terminates within the Base Year. The result of this calculation will be divided by the average number of Service Units within the County receiving Collection Services from all the Haulers for the First Contract Year to obtain the average Per Unit Fuel Adjustment. The total Annual Fuel Adjustment for each Hauler for each Base Year shall be obtained by multiplying the average Service Units in that Hauler's Service Area during the First Contract Year by the average Per Unit Fuel Adjustment to obtain the Annual Fuel Adjustment for each Hauler. The Annual Fuel Adjustment for each Hauler will be paid in equal monthly installments (1/12) as provided in section 4.1.2. Except as otherwise provided in section 5.4 below, for the purpose of this calculation only, the average number of Service Units within the County and the average number of Service Units in each such Hauler Service Area will remain fixed during the Initial Term.

The above calculation is represented by the following Formula:

A	Annual Fuel Usage which is consumption of Fuel during the First Contract Year for all Haulers, reduced by a cumulative 1.5% per year for each Contract Year after the First Contract Year.
B	The positive or negative result from subtracting the Base Cost per gallon of Fuel (\$2.76) from the daily average of Fuel during each Base Year as reported on the Index.
C	Average number of Service Units in the County during First Contract Year.
D	Average number of Service Units in each contractor Service Area during the First Contract Year.

A x B = Global Fuel Adjustment for all Haulers for each Base Year (GFA)

GFA ÷ C = Per Unit Fuel Adjustment (PUFA)

PUFA x D = Annual Fuel Adjustment for each Hauler (HAFA)

HAFA ÷ 12 = Monthly Service Fee Fuel Adjustment for each Hauler paid under section 4.1.

Exhibit 2 attached hereto provides an illustration using assumption of how and when the Service Fee Fuel Adjustment is calculated.

5.2.2 CAP

Except as otherwise provided in section 5.4 below, during the Initial Term the Service Fee Fuel Adjustment shall not exceed \$2.00 per gallon over \$2.76.

5.3 Annual Recycling Processing Charge Adjustment

Beginning with the Annual Service Fee adjustments to become effective for the year 2022, the County and the Contractor will review and evaluate at the time of each Annual Service Fee adjustment whether the current Recycling Processing Charge should be increased or decreased, based upon a determination of the change in value during the preceding Base Year of the standard composition of Residential Single-stream Recovered Materials collected by Contractor from Service Units and delivered to a Processing Facility.

County and Contractor agree there are three relevant constants for purposes of the foregoing value determination: (1) the average percentage composition of Recyclables, which Contractor and the County agree is accurately reflected in the Recyclables matrix which is found in Appendix IIA hereto; (2) Contractor collects an average of 6 pounds per week of Recovered Materials from an individual Service Unit, equivalent to a total of 312 pounds per Service Unit per year, which in turn equates to 15% of one ton of Recovered Materials collected from each Service Unit on an annual basis; (3) the current value per ton of Recovered Materials listed in Appendix IIA is accurately and reliably determined based on the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The cost for transportation and disposal of the “Residual” component in the Recovered Materials Matrix in Appendix IIA shall be a baseline amount of \$60.00 per ton. That baseline amount shall be adjusted by the increase or decrease during the preceding twelve (12) month period in the CPI-U Index for the “Water, Sewer, and Trash Collection Service” expenditure category. (By way of example only, if the CPI-U Index for that category goes up by 3% over the preceding Base Year, the applicable cost of transportation and disposal per ton of Residual would increase by 3% to \$61.80 per ton.) The parties agree the applicable value of a ton of Recovered Materials as of April 1, 2020, determined in accordance with the foregoing method and reflected in Appendix IIA is \$29.95.

Utilizing these constants, Contractor shall determine the change in value of a ton of Recovered Materials during the preceding Base Year as provided in Section 4.1.2, with the first Recycling Processing Charge adjustment to be determined on or before May 1, 2021, and determine the corresponding change in value of the amount of Recovered Materials collected annually from a Service Unit based on the second constant above (Change in Value per Ton x 15%). The Contractor shall submit the resulting calculation along with the information used to determine such calculation, including but not limited

to the applicable information from the Pricing Index for post-consumer Recovered Materials found at: <http://www.recyclingmarkets.net/secondarymaterials/index.html>. The amount resulting from that computation and verified by the County, divided by twelve (12) months, shall be the amount of the applicable adjustment to the Recycling Processing Charge upon the effective date of that annual Recycling Processing Fee adjustment.

If the foregoing calculation reflects a decrease in the value of Recovered Materials during the preceding twelve (12) month period, the Service Fee shall be increased by the adjustment amount, and, if the change in value of Recovered Materials during the preceding twelve (12) month period reflects an increase in the value of Recovered Materials, the Recycling Processing Charge shall be reduced by that adjustment amount.

5.4 Other Service Fee Adjustments

The County agrees that Contractor may also increase rates from time to time, to adjust for the following: increases in operational costs or expenses incurred by the Contractor as a result of a “Change In Law,” whether imposed retroactively or prospectively. If any increases in operational costs or expenses are incurred by the Contractor as the result of a Change In Law that is enacted after the May 1 service fee adjustment deadline, the County will work with the Contractor to reimburse such increased costs or expenses resulting directly from the Change In Law. A Change In Law means any amendment to, or promulgation of any federal, state, county, city, or local statute, regulation, or ordinance after the date of this Contract that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Collection Services; (ii) the operation of the applicable Disposal Facility, Transfer Station or Processing Facility; or (iii) the disposal of Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Collection Services. Change in Law shall include fees, surcharges, or other charges imposed by ordinance or agreement for a waste disposal facility by a host local government pursuant to the provisions of O.C.G.A. 12-8-39(d). The term Change in Law shall not include an amendment to Gwinnett County Solid Waste Ordinance or the Gwinnett County Solid Waste Management Plan.

5.4.1. Host Fee Adjustment

In 2018, the Georgia General Assembly passed House Bill 792 which amended Code Section §12-8-39(d) to increase the mandatory minimum surcharge fee payable to host communities (host fee) by private landfill facilities in the amount of \$1.50 per ton, which increased the mandatory host fee payable to host local governments to \$2.50 per ton effective July 1, 2019. Pursuant to House Bill 792, the County has paid and shall directly pay the Contractor \$0.18 per residential unit per month from January through December 2020, which includes the total fee increase for the 18-month period of July 1, 2019, through December 31, 2020. In addition, the County shall pay the Contractor \$0.12 cents per residential unit per

month for the period January 1, 2021, through December 31, 2021. Beginning January 1, 2022, this fee shall be included as part of the residential service fee and will be included on individual property tax bills until such time as there is a change in state law.

5.4.2 Recycling Fee Adjustment.

From January 1, 2020 through December 31, 2021, the County shall pay the Contractor as part of the Service Fee a Recycling Processing Charge in the amount of \$0.82 per Service Unit. Thereafter, the Recycling Processing Charge shall be adjusted annually in accordance with the provisions in Section 5.3.

5.5 Undue Hardship

Contractor may provide notice to the County that the caps on the Service Fee CPI-U Adjustments (section 5.1) or the caps on the Service Fee Fuel Adjustment (section 5.2) are overly burdensome. Upon such notice, the County will negotiate in good faith to amend in a commercially reasonable manner how Service Fee Adjustments are calculated or the caps are adjusted. Furthermore, if at any time after the first Contract Year the Service Area is modified, County and Contractor agree to negotiate in good faith to modify how fuel usage is determined for the purpose of calculating the Service Fee Fuel Adjustment under section 5.2.

6. GENERAL PERFORMANCE REQUIREMENTS FOR COLLECTION SERVICES

Collection of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste and/or White Goods from each Service Unit will be performed weekly by Contractor in accordance with all performance requirements set forth in this Contract.

6.1 Contractor Responsibilities

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner or the County that the Service Unit has become occupied.

6.1.2 Direct Billing: Contractor's billing and collection responsibilities shall be limited only to Elective Services and to Collection of Yard Trimmings. Collection of Yard Trimmings from each Service Unit will be performed under a separate and elective arrangement with a Service Unit. The Contractor may charge the Service Unit for Collection of Yard Trimmings, in addition to the Service Fee charged for the other Base Collection Services.

6.1.3 Termination of Service: Contractor shall have the right to suspend any Collection Service due to nonpayment of the Service Fees including any Service Fee Adjustments, by the County upon 14 days' actual notice to the County, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of such nonpayment. Further, Contractor shall have the right to terminate or

suspend all Elective Services or any Yard Trimmings collection service, and shall have the right to pursue all other rights and remedies available to the Contractor pursuant to this Contract or otherwise at law or in equity, in the event of nonpayment of fees due and owing to the Contractor by the Service Unit.

6.1.4 Collection, Processing and Disposal: Contractor shall deliver all Residential Municipal Solid Waste, Residential Single-Stream Recovered Materials, Yard Trimmings, Bulky Waste, and/or White Goods collected by Contractor to a Transfer Station, Processing Facility or Disposal Facility as determined by the Contractor. Any processing and/or disposal fees are to be paid to the applicable Transfer Station, Processing Facility or Disposal Facility by Contractor. Contractor shall maintain accurate records of the quantities of materials transported to such Transfer Station, Processing Facility, or Disposal Facility for a period of three (3) years. Such records shall include, but not be limited to, tonnage figures showing total recovered materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing this information.

6.1.5 Suitable Yard Trimming Set-Outs: If so requested by a Service Unit, the Contractor will collect Yard Trimmings set-outs that meet the specifications set forth in section 3.1.4.

6.1.6 Notification of Improper Set-Outs: The Contractor will be responsible for clearly communicating County, to a Service Unit, any legitimate ground for refusal to provide Collection Services for any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the County, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) with respect to White Goods, empty all foods and liquids, have any CFCs and PCBs evacuated and captured by a certified technician in accordance with law, and/or remove doors from freezers and refrigerators, (ii) timely place for Collection any Residential Municipal Solid Waste, Bulky Waste, White Goods, Residential Single-stream Recovered Materials, or Yard Trimmings at the Designated Collection Location in accordance with this Contract, (iii) placement of Residential Municipal Solid Waste in the Residential Recovered Materials Storage Cart intended for Residential Single-stream Recovered Materials or (iv) placement of Unacceptable Waste in the Residential Municipal Solid Waste Storage Cart.

6.2 County Responsibilities

6.2.1 Initiation of Accounts and Billing: The County will be responsible for billing and collecting the Service Fee for all Base Collection Services from existing Service Units and New Customers based upon occupancy permits issued by the County.

6.2.2 Public Education and Outreach: In coordination with and at the direction of Gwinnett County, the Contractor will be responsible for conducting formal public education programs and outreach related to the Collection Services. The County may provide public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts. The public education and outreach provisions of this amended agreement shall be effective beginning on July 1, 2018.

6.2.3 Service Referrals: The County will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the County becomes aware that are not reported directly to the Contractor.

6.2.4 Monitoring Contractor Compliance: The County is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The Contractor shall input any and all service unit data into the County's Customer Relationship Management System within twenty-four (24) hours of receipt such information by the Contractor or if the information is received on a Sunday or a Holiday then by the end of the next business day. The County may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner and in compliance with this Contract in accordance with section 26 of this Contract.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 7:00 am and 6:30 pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor or County may request a variance to these normal hours of operations when special or unforeseen incidents occur.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the Day following the Holiday. All subsequent collections during the week in which the Holiday occurs will take place on the Day following the scheduled Collection day, and Contractor agrees that up to two (2) additional bags of residential solid waste may be picked up per Service Unit.

8. ELECTIVE SERVICES

In the event a Service Unit requests a service not included within this Contract, the Contractor may directly negotiate with the Service Unit for the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. PUBLIC EDUCATION

In coordination with and at the direction of Gwinnett County, the Contractor shall implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, including public meetings supported with Website, folders, brochures and other printed material. The Contractor will be named a "partner" in achieving the County's waste reduction and diversion goals. In coordination with Gwinnett County, the

Contractor shall create a website to explain why Gwinnett County emphasizes the need to recycle certain materials and to answer frequently asked questions regarding Recycling. The website shall provide a means by which a customer may electronically request and schedule large item pickups. The Contractor shall ensure that its personnel is adequately trained to correctly answer questions from customers regarding all aspects of the Recycling procedure. The Contractor and the County shall confer and coordinate efforts in order to achieve consistency of information disseminated to the public through the website. Contractor will print and distribute educational information, provided by the County as camera-ready copy, on Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Glass, Bulky Waste, White Goods, and/or Yard Trimmings including, but not limited to, program brochures and improper set-out notices to Service Units, where applicable, when performing Collection services under the Contract. The Contractor shall provide the County with quarterly reports of such activities. Contractor shall not distribute any public information material or website information without prior County approval.

10. SPECIAL PROGRAMS

Contractor agrees to coordinate efforts with the County to service all Special Programs sponsored by the County in the Service Areas. Contractor shall be paid a “per event” Service Fee as set out on Appendix III. When Special Programs sponsored by the County occur within the Service Area, the Contractor agrees, at the request of the County, to deliver and pick up a roll-off box container and deliver the contents for Processing/Disposal.

11. PERSONNEL OF THE CONTRACTOR:

11.1 Qualified Personnel: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the Collection Services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Georgia Department of Driver Services.

11.2 Operational and Safety Training: Contractor shall provide operational and safety training for all of its employees who utilize or operate Collection Vehicles or equipment for collection of materials under the Contract. Contractor shall train its employees in Solid Waste collection to identify, and not collect, Hazardous Waste or Biomedical Waste.

11.3 No Tipping: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

11.4 Employee Decorum: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work

as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If Contractor has received directly or the County has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

11.5 Participation in Federal Work Authorization Program: Contractor affirms, via Appendix IV, that the Contractor and all its subcontractors, have registered for, and are participating in, the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All of the Contractor's documents and records of these verification processes shall be retained for a period of three (3) years following completion of this Contract.

11.6 Supervisor Qualifications: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the County and/or Service Units, or to follow up on problems and inspect Contractor's operations.

11.7 Uniforms: All employees of the Contractor performing work under the Contract shall wear a uniform while operating in the field, the shirt of which shall show their association with the Contractor. Contractor shall provide a list of current employees and subcontractors to the County upon request.

11.8 No Scavenging: Contractor shall assure that no employees remove materials from the Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under the Contract.

11.9 Employee Training: Contractor will train its employees as to the County's collection rules and regulations; ensuring employees can answer questions from Service Units and follow the County's collection rules at the curb. This training is to be ongoing and reaching new hires. Contractor employees will also leave notices of improper set-out when applicable. All drivers and Collection Vehicle crews shall be specifically trained in recognizing Acceptable Residential Municipal Solid Waste, Residential Municipal Single-stream Recovered Materials, Bulky Waste, White Goods and Yard Trimmings and the Contract requirements with respect to litter, and litter and spillage clean-up procedures.

12. LITTER AND SPILLAGE

The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Residential Single-stream Recovered Materials,

Yard Trimmings, Bulky Waste, or White Goods, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Bulky Waste, White Goods, or Yard Trimmings are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly remove and clean up all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

13. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

13.1 Residential Municipal Solid Waste and Residential Single-Stream Recovered Materials: All Residential Municipal Solid Waste Residential Single-Stream Recovered Materials Collected by the Contractor shall be delivered to the applicable Processing Facility, Transfer Stations or Disposal Facilities determined by the Contractor. A Transfer Station may serve as the initial receiving Facility prior to delivery of the Residential Municipal Solid Waste to a Disposal Facility. Acceptable Residential Municipal Solid Waste must be stored in enclosed, leak proof Collection Vehicles on the days the designated Disposal Facility or Transfer Station is unavailable.

13.2 Yard Trimmings: All Yard Trimmings collected by a Contractor shall be delivered to a Processing Facility or Disposal Facility permitted to accept Yard Trimmings as determined by the Contractor. Acceptable Yard Trimmings collected will need to be stored in enclosed, leak proof Collection Vehicles on the days this designated Processing Facility and/or Disposal Facility is unavailable.

13.4 Bulky Waste: All Bulky Waste collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

13.5 White Goods: All White Goods collected by a Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

14. COLLECTION EQUIPMENT

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. The County requires the use of Collection Vehicles that are reliable, safe, well maintained, clean, and in good working order. Contractor shall remove from service and repair any Collection Vehicle that continuously leaks hydraulic fluid, oil, gas or other fluids. Contractor may use Collection Vehicles older than 10 years, but if it chooses to do so, those Collection Vehicles may be required to have a semi-annual inspection by a certified mechanic chosen by the County, and any costs and expenses of such inspections will be paid by the Contractor. Additionally, the County's representative(s) reserves the right to inspect all Collection Vehicles to be used in servicing this Contract no later than thirty (30) Days before Contract begins and at any time upon 48 hours' notice. The County shall notify Contractor about the failure of any Collection Vehicle to meet this requirement within ten (10) Days of inspection.

14.1 Specifications: All Collection Vehicles used by Contractor in providing

collection of materials under the Contract shall comply with all applicable local, County, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that Gross Vehicle Weight (GVW) of all Collection Vehicles, even when loaded, does not exceed Collection Vehicle license limitations to protect the highways of Gwinnett County.

- 14.2 Collection Vehicle Identification:** Contractor's name, local telephone number, and a unique Collection Vehicle identification number designated by Contractor for each Collection Vehicle shall be conspicuously displayed in at least three places on all Collection Vehicles, in letters and numbers no less than six (6) inches high. Contractor shall not place the County's name or logo on its Collection Vehicles.
- 14.3 Equipment Inventory:** In addition to the above required information, Contractor shall furnish the County a written inventory of all Collection Vehicles used in providing service, and shall update the inventory annually at the beginning of each Contract Year including the first Contract Year. The inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, model year, type, and capacity.
- 14.4 Cleaning and Maintenance:** Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.
- 14.5 Dual Use Collection Vehicles:** Contractor shall be permitted to utilize Collection Vehicles to Collect Residential Single-stream Recovered Materials in Collection Vehicles that have been used to collect Residential Municipal Solid Waste, Bulky Waste, and/or Yard Trimmings provided that the Contractor shall have cleaned the interior of the Collection Vehicle body after each use and the Contractor shall identify each Collection Vehicle that is used to collect Residential Single-stream Recovered Materials as a "RECYCLING" Collection Vehicle in letters twelve (12) inches in height.
- 14.6 Washing of Collection Vehicles:** Collection Vehicles used in the Collection services under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance. The County may inspect Collection Vehicles at any time to determine compliance with sanitation requirements.
- 14.7 Maintenance of Collection Vehicles:** Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage, and shall make such records available to the County upon request to the extent necessary to ensure compliance of manufacturer's recommended scheduled Collection Vehicle maintenance service. The County may inspect the Contractor's vehicles and

maintenance records upon 48 hours' notice to the Contractor.

14.8 Repair of Collection Vehicles: Contractor shall repair, or arrange for the repair of, all of its Collection Vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

14.9 Storage of Collection Vehicles: Contractor shall arrange to store all Collection Vehicles and other equipment in safe and secure location(s), where applicable, in accordance with all applicable laws and regulations.

15. UNACCEPTABLE WASTE

The Contractor shall not be required to collect or dispose of Unacceptable Waste set out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste, as required by Paragraph 6.1.4 above.

16. COMPLAINTS

16.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Contract. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Sunday or a Holiday, then the complaint shall be resolved by the end of the next business day.

16.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

16.2.1 Identification number

16.2.2 Date and time of initial call

16.2.3 Date and time of any follow up call(s)

16.2.4 Customer name, service address, and phone number

16.2.5 Type of service request or complaint

16.2.6 Contractor contact by whom service request or complaint was received

16.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database and the County's Customer Relationship Management system within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 16.3.1** Contractor's determination as to legitimate or non-legitimate service request or complaint
 - 16.3.2** Action taken to satisfy request or resolve complaint
 - 16.3.3** Date of communication with Service Unit
 - 16.3.4** Date and time of action taken
- 16.4** Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the County simultaneously as data is entered into the record.
- 16.5** Contractor shall summarize work orders and complaints on a monthly basis.

17. QUALITY OF PERFORMANCE OF CONTRACTOR

- 17.1 Breach of Contract:** Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day Collection as permitted under section 7 for Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, if the Collection thereof is requested by the Service Unit, Bulky Waste, White Goods, or Yard Trimmings shall be considered a breach of the Contract with the County.
- 17.2 Liquidated Damages:** The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:
 - 17.2.1** Failure to clean up spilled Residential Municipal Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials or Glass resulting from loading and/or transporting — per Service Unit per occurrence: \$250 each for the first ten complaints within a calendar week, thereafter \$500 for each additional complaint during the same calendar week.
 - 17.2.2** Subject to Section 3.3 above, failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, — per occurrence: \$250 each for the first ten missed collections within a calendar week, thereafter \$500 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the County a Service Plan to remedy reports of failure to

collect material from a Service Unit. The County hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

- 17.2.3** Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) — per occurrence: \$1,000. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to subsection 17.2.2 until three additional problems have been reported. Nothing in this section precludes the County from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.
- 17.2.4** Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$2,000. If the Contractor fails to provide Collection Service to a group of accounts on four or more occasions within a calendar quarter, the County may assess additional liquidated damages in the amount of \$2,000.00 for each missed group of accounts or failure to complete a route violation during that calendar quarter. Provided, however, that the Contractor will not be assessed such additional liquidated damages for a missed group of accounts or a failed completion of a route for which the Contractor was previously assessed liquidated damages.
- 17.2.5** Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$250.
- 17.2.6** Collection or commingling of Residential Single-stream Recovered Materials with Residential Municipal Solid Waste without explicit written authorization from the County — per occurrence: \$1,000.
- 17.2.7** Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks — per occurrence: \$500 for the first occurrence and \$1,000 for each subsequent occurrence within the same calendar quarter. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the County's right of way. In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the County's receipt of the report of the third such spill.

- 17.2.8** Failure to maintain staffed office during specified hours (8 o'clock a.m. to 5 o'clock p.m. Monday through Friday) — per occurrence: \$800.
 - 17.2.9** Failure of Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract — per occurrence: \$250.
 - 17.2.10** Failure of Contractor to comply with any State or local littering laws — per occurrence: \$250 in addition to any applicable fines levied.
 - 17.2.11** Providing exclusively prohibited service in another Contractor's Service Area without explicit written authorization from the County — per occurrence: \$2,000.
- 17.3** The County shall provide written notification to the Contractor of the assessment of any liquidated damages under this Section within thirty (30) days of the date of breach giving rise to the assessment of liquidated damages. Such notice shall set forth in reasonable detail the section under which liquidated damages are being assessed and reasonable detail regarding the breach including location, date, and type of breach. Such notices shall be mailed to:
- Waste Pro of Georgia, Inc.
Robert Tenhaaf
Regional Vice President
3512 Oakcliff Road
Doraville, GA 30340
- 17.4 Appeals Process for Assessment of Liquidated Damages:** Within 20 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor's arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor's claims.

18. MANNER OF COLLECTION GENERALLY

The Contractor shall collect Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, or White Goods, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within five (5) Business Days at no cost to the Service Unit; provided however it shall be the responsibility of the Service Unit to properly use and safeguard the Contractor's Carts. Each Service Unit shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Carts and for the cleanliness and safekeeping of such Carts. Contractor shall have the right to charge the Service Unit for the cost of repair or replacement of Carts,

including any delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Throwing of any Cart or other Collection Receptacle is prohibited.

19. NATURAL DISASTERS

In the event of a hurricane, tornado, major storm including but not limited to snow storm, high winds in excess of 40 mph, or other natural disaster, the Contractor's responsibility shall be to reestablish regular routes and schedules for the Collection Services on the Day following the event. If Collection is not possible on the Day following the event, Collection shall resume on the Day and schedule agreed upon by the General Manager of the Contractor and the Chairman of the Board of Commissioners. The Collection and Disposal of Municipal Solid Waste shall be the highest priority. The Collection and Disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate contract, the County may procure Collection and Disposal services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation with the County and the debris Collection contractor in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

20. UNCONTROLLABLE CIRCUMSTANCES

Neither the County nor Contractor shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

21. PERMITS AND LICENSES

The Contractor shall obtain, at its sole expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

22. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to \$150,000.00. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor's Performance Bond or Letter of Credit as necessary for such new

Contractor and services.

23. EMPLOYEE WAGES AND BENEFITS

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

24. INSURANCE

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a) Statutory workers' compensation insurance

- Employer's liability for bodily injury by accident: \$500,000 each accident
- Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee

b) Commercial general liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- \$1,000,000 limit of liability per occurrence for personal injury
- Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury.
- Additional insured endorsement which includes ongoing operations and completed operations.

c) Auto liability insurance

- \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles
- Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
- If the auto policy does not include this endorsement form, must have a separate Contractors Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000.

d) Excess liability insurance – Minimum \$5,000,000 limit of liability

- The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions.

- The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
 - The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e) Gwinnett County, Georgia and the Gwinnett County Board of Commissioners should be shown as additional insureds on general liability, auto liability, and Excess liability policies.
- f) The cancellation provision must provide 90 Days' notice of cancellation.
- g) The certificate holders and additional insureds must be added as specified above, and must read as follows:
- Gwinnett County, Georgia and Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046
- h) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- i) The Georgia Department of Insurance must license the insurance company to do business in the State of Georgia unless otherwise approved by the County.
- j) Certificates of insurance, and any subsequent renewals, must reference Solid Waste Collection and Disposal services.
- k) The Contractor shall agree to provide summaries of current insurance policies, if requested, to verify compliance with these insurance requirements.
- l) The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- m) No Contractor or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- n) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor (service provider) and all subcontractors of the liability provisions of the Contract.

- o) Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- p) Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- q) Contractor shall waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor.

25. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the County shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the County harmless for, any such damages caused by acts or omissions

of the County or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the County.

26. ACCESS AND AUDITS

The Contractor shall maintain within the County adequate records of the Collection Services performed by the Contractor during the Contract Year and for one year following the end of each Contract Year. During the term hereof, Contractor shall maintain records of Contractor's fuel usage. The County shall have the right to review all records maintained by the Contractor pursuant to this Contract upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Contract or to verify fuel adjustments as provided for under this Contract.

27. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the person designated by the County.

28. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Gwinnett County
c/o Director of Support Services
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:
Gwinnett County Attorney
Law Department
75 Langley Drive
Lawrenceville, GA 30046

As to Contractor:

Waste Pro of Georgia, Inc.
Robert Tenhaaf
Regional Vice President
3512 Oakcliff Road
Doraville, GA 30340

Winder, GA 30680 Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

29. DEFAULT OF CONTRACT

29.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the County terminates this Contract, the County may immediately assign the Service Units previously serviced pursuant to this Contract to other haulers with whom the County has an Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the County.

29.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the County's fault, any unwarranted and intentional neglect, failure or refusal of the Contractor to comply with any material provision of the Amendment of the Gwinnett County Solid Waste Collection And Disposal Services Ordinance entered March 2, 2010 ("2010 Ordinance"), as amended, or this Contract within 30 days after written notice from the County setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of the 2010 Ordinance and this Contract, and the County, upon notice to the Contractor and hearing, may, for good cause declare this Contract forfeited and exclude the Contractor from further use of the County streets and the Contractor shall thereupon surrender all rights in and under this Contract. In order for the County to declare a forfeiture pursuant to the above, the County shall fully comply with the procedures set forth within section XVIII of the 2010 Ordinance which are incorporated herein by reference.

29.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

29.2.2. The County shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the County, Contractor shall acknowledge receipt of such notice and shall promptly provide the County with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

29.3 Events of Default by the County:

The following shall constitute events of Default on the part of the County, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

29.3.1 A failure by the County to timely perform any obligation under the terms of this Contract or the 2010 Ordinance, as amended, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if County commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the County and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

29.3.2 The County being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the County under the laws of any jurisdiction or against the County, if the County does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the County, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the County, which shall substantially interfere with its performance hereunder.

29.3.3 Contractor shall, as soon as practical, notify the County of any failure on the County's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the County shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the County, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the County.

30. RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE

Subject to section 15 of this Contract, the Contractor shall hold title and ownership of Residential Municipal Solid Waste, Residential Single-stream Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, once placed in the Designated Collection Location by the Service Unit. Notwithstanding the above, title to Unacceptable Waste shall not pass to the Contractor.

If any future Legislation is passed by the Congress of the United States that creates financial benefits for Contractor based solely on Contractor's ownership or control of Single Stream Recovered Materials which exceeds any related increase in costs to Contractor from or related to the same Legislation, Contractor will negotiate in good faith with the County regarding the appropriate allocation of those financial benefits between the County and Contractor.

32. GOVERNING LAW, DISPUTE RESOLUTION

This Contract shall be governed by and interpreted under the laws of the State of Georgia.

33. COMPLIANCE WITH LAWS

Each of the County and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

34. SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

35. TRANSFER AND ASSIGNMENT

No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed. The County in its discretion may assign this Contract to an Authority created by law to administer solid waste management and collection within the County.

The parties acknowledge and agree that the Service Areas are determined pursuant to the 2010 Ordinance, as amended, in which the terms contemplate adjustment of Service Zones. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the County at the time of such acquisition or merger, subject to

County consent as provided above.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

36. MODIFICATION

Except for the 2010 Ordinance, as amended, to which this Contract is made subject, this Contract constitutes the entire contract 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. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

38. CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

39. BINDING EFFECT

This Contract shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

40. TIME IS OF THE ESSENCE

Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

41. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

42. CAPTIONS; DESIGNATIONS

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

43. REPRESENTATIONS

The parties signing this Contract warrant that they have been authorized to do so by the

Gwinnett Board of Commissioners or by the appropriate board or officer as the case may be. The Contractor shall provide to the County written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the County represents, warrants to Contractor and covenants and agrees as follows:

43.1 The County validly exists as a political subdivision under the laws of the State of Georgia. The County has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The County's Board of Commissioners has duly authorized the execution and delivery of this Contract and the County's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Notwithstanding the foregoing, the County may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

43.2 The County is not aware of any additional consents or approvals required to enter or perform this Contract by the County. Furthermore, the County is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the County or its assets is bound that conflicts with the entering into or performance of this Contract.

43.3 To the best of the County's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

44. RECITALS

The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

45. CONSTRUCTION AND MODIFICATION

This Contract is to be construed consistent with the 2010 Ordinance, as it may be amended from time to time. To the extent this Contract cannot be construed consistent with the 2010 Ordinance, the Parties agree that this Contract shall be amended to the extent necessary to comply with the 2010 Ordinance. The parties agree to execute any and all amendments necessary to amend this Contract consistent with the 2010 Ordinance as amended prior to or subsequent to the effective date of this Contract. In addition, the Settlement and Release Agreement entered on March 23, 2010, and the Consent Order resulting from such Settlement and Release Agreement, have been satisfied in full, and this Agreement and the Amendment to this Agreement are no longer subject to the terms of the Settlement and Release Agreement or the resulting Consent Order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

WINNETT COUNTY, GEORGIA.

By:

Charlotte J. Nash, Chairman

ATTEST:

By:

Diane Kemp, County Clerk
(SEAL)

Approved as to form:

Theresa A. Cox, Deputy County Attorney

WASTE PRO OF GEORGIA, INC.

By:

Robert Tenhaaf, Regional Vice President

ATTEST:

By: _

Secretary or Other Authorized Officer
(SEAL)

APPENDICES

**FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND COLLECTION OF
RESIDENTIAL SINGLE-STREAM RECOVERED MATERIALS**

LIST OF APPENDICES

- I. Cart Specifications
- II. Residential Recovered Materials
 - IIA. Recovered Materials Matrix
- III. Service Fees
- IV. Federal Work Authorization Program Certification
- V. Service Area

Appendix I

Cart Specifications

The following specifications represent the minimum standards required by the County with respect to the Carts. Unless otherwise stated within this Appendix I the term “Cart” shall mean “Residential Municipal Solid Waste Storage Cart” or “Residential Recovered Materials Storage Cart.” The County may consider Carts which do not comply with one or more of the following specifications. Acceptability of alternative specifications is, however, the sole determination of the County.

1. The Carts are new or refurbished and are compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Carts shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Carts are designed to contain Residential Single-Stream Recovered Materials and Residential Municipal Solid Waste materials, as applicable, including paper, fibers, garbage, refuse, and rubbish. Residential Single-Stream Recovered Materials placed in the 95 gallon Cart will not be recycled. The 65 gallon Recycling Cart is designed to contain Residential Single-Stream Recovered Materials.
4. The Carts are provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Carts are composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Residential Municipal Solid Waste Storage Cart shall be either approximately 95 or 65 U.S. gallons, excluding domed lid. The capacity of the Residential Recovered Materials Storage Cart is 65 U.S. gallons. Residential Recovered Materials Storage Carts shall be clearly marked “Recycling.”
7. The Residential Municipal Solid Waste Storage Cart is designed to accommodate a load of three hundred thirty (330) pounds or two hundred thirty (230) pounds, excluding the weight of the Cart.
8. The Residential Municipal Solid Waste Storage Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the Cart and its contents up to 330 pounds or 230 pounds.

9. The Carts are made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Carts will have a color of Black, Gray, Brown, Green, Tan, Maroon, Burgundy, Blue, or certain other colors approved by the County. These colors must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Cart lid is held closed by its weight only. No latches are used or required.
13. The Carts, when empty, will not overturn when the lid is thrown fully open.
14. Each Cart will display the Contractor's company name.

Appendix II

Acceptable Residential Recovered Materials

The list of acceptable Recovered Materials to be collected upon request by the Service Unit is listed below. This list is subject to change after an annual review by the parties and upon the mutual consent of the parties during the Term.

NEWSPAPER

Newspapers & Inserts

CARDBOARD

Cardboard Boxes (Broken Down)

Pizza Boxes (with no food or grease)

KRAFT PAPER

Kraft Paper

Paper Grocery Bags

Shopping & Lunch Bags- Paper

PAPERBOARD

Paperboard

Cereal Boxes

Tissue Boxes

Paper Towel Cores

Tissue Paper Cores

Soda & Beer Cartons

Shoe Boxes

MAGAZINES

Magazines

Shopping Catalogues

JUNK MAIL

Discarded Mail

Greeting Cards

Envelopes

MIXED PAPER

Calendars
School Papers
Carbonless Forms-Paper

OTHER PAPER

Computer Paper
Old Phone Directories
Paperback Books

ALUMINUM

Aluminum Beverage Containers
Aluminum Baking Tins
Aluminum Food Containers

STEEL

Steel Food Containers
Empty Aerosol Cans
Clean Metallic Lids

PLASTIC

Plastic Soda & Water Bottles (#1)
Milk Jugs (#2)
Plastic Detergent Bottles (#2)

Appendix IIA

Recovered Materials Matrix

Material	Material Percentage	Commodity Price	Value
OCC	16.60%	85.00	14.11
Mixed Paper (including ONP)	38.40%	(5.00)	(1.92)
PET	3.50%	210.00	7.35
Natural HDPE	1.60%	750.00	12.00
Pigment HDPE	1.70%	102.60	1.74
Rigid Plastics	2.30%	40.00	0.92
Mixed Plastic (3-7)	2.20%	(30.00)	(0.66)
Glass	10.10%	(30.00)	(3.03)
Steel	3.20%	62.50	2.00
Aluminum	1.10%	820.00	9.02
Residual	19.30%	(60.00)	(11.58)
	100.00%		\$29.95

OCC = Old Corrugated Cardboard

PET = Polyethylene Terephthalate Plastics

HDPE = High Density Polyethylene Plastics

Natural = No Color Additives

Pigment = Color Additives

Appendix III **Service Fees**

Service Description

Service Fee for Calendar Year 2020

Base Service – Residential Municipal Solid Waste Collection and Disposal, Collected Weekly; Residential Single-stream Recovered Materials collection and delivery to a Processing Facility determined by Contractor, Collected weekly; White Goods and Bulky Waste Collection, Processing and/or Disposal, Collected weekly

\$ 16.98/Base Service Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

\$12.74/ Senior Discount Unit/Month,
\$0.18/Host Fee Unit/Month, \$0.82 Recycle Fee Unit/Month totaling

Additional Service Fee for Non-Curbside Collection (Person with a Disability)

\$ 0.00/Service Unit/Month

Additional Service Fee for elective (by Service Unit) Yard Trimmings Collection, Processing, and/or Disposal collected weekly (Additional Service Fees, over base services to be billed by Contractor directly to Service Units)

\$10.00 /Service Unit/Month; billed semi-annually for six month periods from January 1 – June 30 and July 1 – December 31 (subject to the 25% discount for 12 month contracts set forth in 4.1 of this Agreement)

Special Programs – Collection, transfer, and Disposal/Processing of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste, and/or Yard Trimmings from Special Programs Roll-off container and Roll-off Collection Vehicle service at Special Program(s) (Event Service Fee shall also include container drop & pull)

\$1500.00/Service Unit/Month

Note 1: Service Fee must also include all appropriate hauling costs for

transportation to Disposal Facility, Transfer Station, or Processing Facility , as applicable

Note 2: Contractor is responsible for billing Service Units directly for any additional Service Fees resulting from any and all services beyond the Base Collection Services and Special Programs.

Note 3: Initial Service Fee subject to Adjustments as provided in Section 4.1.1.

APPENDIX IV

WINNETT COUNTY, GEORGIA CERTIFICATION OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

This will affirm that and its subcontractors have registered for and are participating in the federal work authorization program defined by O.C.G.A. § 13-10-90(2) to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three (3) years following completion of the contract.

By:

Date

Printed Name

Advanced Disposal Services of Atlanta, Inc.
Republic Services, Inc.
Sanitation Solutions, Inc.
Southern Sanitation, Inc.
Waste Pro of Georgia, Inc.



4400 1803 Kite/Paper Supply Blvd #404-1002
 Princeton, TN 37242-4400
 Tel: 615-329-1100
 Fax: 615-329-1101
 Email: info@kitesupply.com
 Website: www.kitesupply.com
 Hours: Mon-Fri 9-5, Sat 10-5, Sun 11-5
 Other: Full service

The following is a list of the most important results obtained from these experiments, which are of interest to the reader in connection with the present study. The results are given in the form of a list of theorems, which are proved in the following sections. The first theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The second theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The third theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The fourth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The fifth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The sixth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The seventh theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The eighth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The ninth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$. The tenth theorem is a generalization of the well-known theorem of P. Erdős and A. Rényi, which states that the probability of the existence of a cycle of length k in a random graph with n vertices and edge density p is $p^k(1-p)^{n-k}$.



Miss Margaret Fitzgerald
Author: Margaret Fitzgerald 1918
Date Printed by: Guilford County
Date Recd: 10/10/17 + 10/10/19
Source: State Office, 12/10/19

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200591			
Department:	Law Department	Date Submitted:	06/09/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Michael P. Ludwiczak	Multiple Depts?	
Agenda Type	Approval/authorization		
Item of Business:	<div style="text-align: right;">Locked by Purchasing No</div>		
<p>to amend Article III of Chapter 82 of the Gwinnett County Code of Ordinances, by deleting Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid waste surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services" in their entirety and replacing them with new Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid waste surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services," and by repealing Section 82-73, entitled "Residential recovered materials," in its entirety. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo, Ordinance		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation			
Department Head	mpludwiczak (6/10/2020)		
Attorney	tacox (6/10/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/10/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (6/10/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<div style="border: 1px solid black; padding: 2px;">New Item</div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		



MEMORANDUM

TO: Chairman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Theresa A. Cox *TAC*
Deputy County Attorney

SUBJECT: 2020-0591 – Amendments to the Solid Waste Ordinance

DATE: June 10, 2020

ITEM OF BUSINESS

Approval/authorization to amend Article III of Chapter 82 of the Gwinnett County Code of Ordinances, by deleting Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid waste surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services" in their entirety and replacing them with new Sections 82-55, 82-56, 82-57, and 82-59, and by repealing Section 82-73, entitled "Residential recovered materials," in its entirety.

BACKGROUND AND DISCUSSION

The Gwinnett County Solid Waste Collection and Disposal Services Ordinance (hereinafter "Solid Waste Ordinance") was first enacted in 1991 pursuant to the Georgia Comprehensive Solid Waste Management Act and the Georgia Constitution. The Solid Waste Ordinance was most recently amended in January of 2018 after the County entered into a First Amendment to the Agreement for Residential Solid Waste Collection and Disposal and Collection of Residential Single-Stream Recovered Materials with each of the five residential solid waste service providers. Since the Solid Waste Ordinance was amended in 2018, changes have occurred in state law related to fees paid to host local governments by a municipal solid waste disposal facility and changes have occurred in the recycling industry. The amendments proposed for your consideration on June 16, 2020 agenda address state law changes related to host fees and changes in the recycling industry. The Amendments also update terminology and certain provisions to provide more consistency with the residential solid waste service provider agreements.

If you have any questions with regard to the proposed amendments, please do not hesitate to contact me at (770) 822-8707.

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

ORDINANCE ENTITLED: Solid Waste Ordinance Amendments

READING AND ADOPTION: June 16, 2020

At the regular meeting of the Gwinnett County Board of Commissioners held in the Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte Nash, Chairman		
Jace Brooks, District 1		
Ben Ku, District 2		
Tommy Hunter, District 3		
Marlene Fosque, District 4		

On motion of Commissioner _____, which carried by a _____ vote, the Gwinnett County Board of Commissioners hereby amends Article III, entitled "Collection and Disposal Services," of Chapter 82, entitled "Solid Waste," of the Gwinnett County Code of Ordinances, by deleting Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid Waste Surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services" in their entirety and replacing them with new Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid Waste Surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services," and by repealing Section 82-73, entitled "Residential recovered materials," in its entirety.

WHEREAS, pursuant to Article IX, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the County is authorized to provide solid waste collection and disposal services to its citizens and to enact ordinances relating to solid waste collection and disposal services for unincorporated Gwinnett County; and

WHEREAS, the Georgia General Assembly enacted the Georgia Comprehensive Solid Waste Management Act of 1990 (hereinafter "Act") to institute and maintain a comprehensive

state-wide program for solid waste management and to prevent and abate litter to ensure that solid waste does not adversely affect the health, safety, and well-being of the public; and

WHEREAS, the Act also provides that counties may adopt and enforce regulations not in conflict with the Act or imposing further conditions, restrictions, or limitation with respect to the handling or disposal of municipal solid waste; and

WHEREAS, pursuant to the Act, the Gwinnett County Board of Commissioners enacted the Gwinnett County Solid Waste Collection and Disposal Services Ordinance in 1991 (hereinafter "Solid Waste Ordinance"), which was most recently amended in 2018; and

WHEREAS, since the Solid Waste Ordinance was last amended in 2018, the General Assembly has amended state law related to fees paid to host local government by a municipal solid waste disposal facility; and

WHEREAS, the Recycling Industry has also undergone changes in acceptable recyclable materials as well as the costs of recycling; and

WHEREAS, the Gwinnett County Board of Commissioners finds that it is necessary to amend the Solid Waste Collection and Disposal Services Ordinance to address the changes in state law and the recycling industry; and

WHEREAS, the Board of Commissioners also finds it necessary to update terminology and provisions in the Solid Waste Ordinance to be consistent with current practices and residential solid waste service provider agreements; and

WHEREAS, the Board of Commissioners finds that the amendments to the Solid Waste Ordinance are in the best interest of Gwinnett County and its residents.

NOW, THEREFORE, BE IT ORDAINED that the Gwinnett County Board of Commissioners hereby amends Article III of Chapter 82 of the Gwinnett County Code of Ordinances, by deleting Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid Waste Surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services" in their entirety and replacing them with new Sections 82-55, entitled "Definitions;" 82-56, entitled "General provisions;" 82-57, entitled "Solid Waste Surcharge;" and 82-59, entitled "Residential solid waste collection and disposal services and commercial recovered material collection services," and by repealing Section 82-73, entitled "Residential recovered materials," in its entirety., as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED that these amendments to the Solid Waste Ordinance shall be effective upon adoption.

BE IT FURTHER RESOLVED that all ordinances, regulations or parts of the same in conflict with this Resolution are hereby rescinded to the extent of said conflict.

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: _____
Charlotte J. Nash, Chairman

ATTEST:

By: _____ (Seal)
Diane Kemp, County Clerk

APPROVED AS TO FORM:

By: _____
Theresa Cox, Deputy County Attorney

Exhibit A

Chapter 82 – Solid Waste

ARTICLE III. - COLLECTION AND DISPOSAL SERVICES

Section 82-55 of Article III of Chapter 82 of the Gwinnett County Code of Ordinances, entitled “Definitions,” is hereby amended by deleting Section 82-55 in its entirety and replacing it with the following new Section 82-55.

Sec. 82-55. - Definitions.

- (a) Unless specifically modified herein, terms relating to solid waste management, resource recovery and recycling shall have the meanings as defined by Georgia Department of Natural Resources Rule 391-3-4-.01 and the Georgia Comprehensive Solid Waste Management Act of 1990 codified as O.C.G.A. § 12-8-22, which may be amended or changed from time to time with such amendment or changes being incorporated herein.
- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Biomedical waste means pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals) sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in Rule 391-3-4-.15 of the Board of Natural Resources of the State of Georgia as such rule existed on January 1, 2006, and other such waste materials.

Board means the county board of commissioners.

Bulky waste means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight, and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

Collect or *collection* means to remove residential municipal solid waste, residential recovered materials, commercial solid waste, commercial recovered materials, construction or demolition waste or construction or demolition waste recovered materials, for transport to a disposal facility or processing facility, or cause such to be removed.

Collection services means the collection from a residential service unit or from a commercial establishment and any other locations which generate residential municipal solid waste, residential recovered materials, commercial solid waste, commercial recovered materials, construction or demolition waste, or construction or demolition recovered materials including related transportation, transfer, processing and/or disposal.

Collection vehicle means every motorized device in, upon or by which any person or property is or may be transported or drawn for the purposes of performing collection services.

Commercial container means a dumpster or other industry acceptable waste receptacle supplied by a commercial service provider intended to hold commercial solid waste or commercial recovered materials for collection.

Commercial establishment means any hotel; motel; apartment dwelling; residential structure consisting of greater than four units; business; public or semipublic building or premises of any nature or kind whatsoever other than a residential service unit.

Commercial establishment owner means any person, firm, corporation or other legally authorized entity owning, leasing, renting, occupying, or managing any commercial premises in unincorporated Gwinnett County.

Commercial recovered material means recovered material generated at a commercial establishment.

Commercial recovered material collection means the performance of all requirements of the article and other applicable laws related to the collection of commercial recovered materials, as well as incidental administrative tasks related to the performance of those requirements.

Commercial service provider means a person granted authorization by the county to engage in commercial solid waste collection and disposal and commercial recovered materials collection within unincorporated Gwinnett County who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, disposing, and/or processing of commercial solid waste and commercial recovered materials.

Commercial solid waste means all types of solid waste generated by commercial establishments, such as stores offices, restaurants, warehouses, and other nonmanufacturing entities, excluding residential municipal solid waste, construction or demolition waste, hazardous waste, and industrial solid waste.

Commercial solid waste collection and disposal means the performance of all requirements of the article and other applicable laws related to commercial solid waste and commercial recovered materials, as well as incidental administrative tasks related to the performance of those requirements.

Composting means the controlled biological decomposition of organic matter into stable, odor-free humus.

Construction or demolition (C&D) waste means waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, carpeting, inert waste landfill materials approved for disposal, and other non-putrescible wastes associated with construction and demolition activities which have a low potential for groundwater contamination.

Construction or demolition (C&D) waste collection and disposal means the performance of all requirements of the article and other applicable laws related to C&D waste and C&D recovered materials, as well as incidental administrative tasks related to the performance of those requirements.

Construction or demolition (C&D) waste recovered materials means recovered materials resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.

Construction or demolition (C&D) waste service provider means a person granted authorization by the county who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, processing and/or disposing of C&D waste within unincorporated Gwinnett County.

County means Gwinnett County, Georgia.

Curbside collection refers to the collection of residential municipal solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

Designated residential collection location means the location where the residential municipal solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings, bulky waste, or white goods are placed within six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

Disposal means dumping or depositing solid waste into or onto a disposal facility.

Disposal facility means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities.

Duplex means a building designed exclusively for residential occupancy by two families.

Elective service means collection services offered by a residential service provider, commercial service provider, or C&D waste service provider for an additional charge which is arranged between the service provider and a residential service unit owner, commercial establishment owner, or other responsible party and billed by the service provider.

Hazardous waste means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act.

Industrial solid waste means solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated by the Georgia Hazardous Waste Management Act. Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: electrical power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. The term "industrial solid waste" does not include mining waste or oil and gas waste.

Mobile home means a mobile or manufactured home, receiving residential-type waste collection.

Multifamily dwelling means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadraplex units.

Non-curbside collection means collection of residential municipal solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

Overage means the placement of residential municipal solid waste in the residential municipal solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

Person means the state or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in the state or any other state. The term "person" also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term "person" also includes employees, departments, and agencies of the federal government.

Person with a Disability means a residential service unit owner who, as a result of a physical or mental disability, is unable to place his residential municipal solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article.

Plan means the 2008 comprehensive solid waste management plan developed for the county and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee, as amended prior to or subsequent to the effective date of the ordinance from which this article is derived.

Processing means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

Processing facility means a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

Quadraplex means a building designed exclusively for residential occupancy by four families.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing facility means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources. Recycling includes the composting process if the compost material is put to beneficial use.

Residential municipal solid waste means solid waste generated at a residential service unit, and shall include white goods, bulky waste, and recovered materials.

Residential municipal solid waste collection services means the collection, processing and disposal of residential municipal solid waste by a residential service provider, in accordance with this article.

Residential municipal solid waste storage container or cart means a leakproof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential municipal solid waste, meeting the specifications established by the county.

Residential recovered materials means recovered materials generated at a residential service unit.

Residential recovered materials collection service means the collection and processing of residential recovered materials in a single stream.

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.

Residential service area means one of up to five service zones established by the county for residential solid waste collection and disposal.

Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential municipal solid waste, residential recovered materials, bulky waste, and/or white goods and for the administration of the county's solid waste program.

Residential service provider means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential municipal solid waste, residential recovered materials, white goods, bulky waste and/or yard trimmings within unincorporated Gwinnett County.

Residential service unit means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadraplexes or four unit attached multifamily dwellings; and mobile homes.

Residential service unit owner means any person, firm, corporation or other entity owning a residential premises in unincorporated Gwinnett County.

Residential solid waste collection and disposal means the performance of all requirements within the article and applicable laws related to residential municipal solid waste, residential recovered materials, yard trimmings, bulky waste, and white goods, as well as incidental administrative tasks related to the performance of those requirements.

Single-family dwelling means a building designed exclusively for residential occupancy by one family.

Solid Waste Management Division Director means the county official who shall have primary responsibility for the administrator of solid waste management services in accordance with this article, and who may be assisted by subordinates.

Transfer station means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

Treated wood means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Triplex means a building designed exclusively for residential occupancy by three families.

Unacceptable waste means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential services provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.

White goods means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.

Yard trimmings means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, and specifically excludes all treated wood.

Yard trimmings collection service means the yard trimmings subscription service as provided by the service agreement. The yard trimmings collection service shall be performed on a weekly basis, under a separate and elective arrangement with a residential service unit. The residential service provider may charge the residential service unit on an annual or semi-annual basis for yard trimmings collection, and may collect up to three cubic yards per collection of yard trimmings which any such individual yard trimmings included therewith shall not exceed four inches in diameter or more than three feet in length, placed in sturdy paper bags suitable for containing yard trimmings, excluding residential municipal solid waste storage containers or carts, residential recovered materials storage containers, and plastic bags; or, if greater than four inches in diameter and not placed in a suitable container. Yard trimmings that are tied in a bundle not weighing more than 50 pounds. The residential service unit shall contact the residential service provider directly to request yard trimmings collection service and shall timely place such yard trimmings at the designated collection location for collection by the residential service provider. Such yard trimmings may be collected and transported in the same collection vehicle used for the collection and transport of residential municipal solid waste. In the event that the service provider comingles yard trimmings with residential municipal solid waste, such materials shall be deposited in a landfill with a gas recovery system as provided by law.

Section 82-56 of Article III of Chapter 82 of the Gwinnett County Code of Ordinances, entitled “General provisions,” is hereby amended by deleting Section 82-56 in its entirety and replacing it with the following new Section 82-56.

Sec. 82-56. - General provisions.

(a) *Residential municipal solid waste.*

(1) *Residential service areas established.* The county has established five residential service areas and maintains service agreements with one or more residential service providers to provide residential solid waste collection and disposal in each area.

(2) *Collection services provided by residential service provider.*

- a. All residential municipal solid waste, including bulky waste, white goods, and residential recovered materials, shall be collected by a residential service provider within the residential service area(s) for which the residential service provider has been issued a service agreement by the county.
- b. Only one residential service provider may provide residential solid waste collection and disposal services in each residential service area.
- c. Residential service providers shall provide weekly curbside collection services in accordance with the terms of the service agreement issued by the county to the residential service provider.

(3) *Curbside collection services.*

a. Participation.

1. Residential municipal solid waste shall be collected and disposed of by the residential service provider that has been issued a service agreement by the county for the residential service area in which the residential service unit owner's unit is located.
2. Each residential service unit owner shall be provided, at the owner's request, collection and processing of residential recovered materials by the residential service provider that has been issued a service agreement by the county for the residential service area in which the residential service unit owner's unit is located.
3. Each residential service unit owner may request collection of yard trimmings directly from the residential service provider that has been issued a service agreement by the county for the residential service area in which the residential service unit owner's unit is located.

b. Curbside collection services shall include:

1. *Collection of residential municipal solid waste.*

- (i) Residential municipal solid waste shall be collected by the residential service provider in accordance with the service agreement issued by the county for the residential service area in which the residential service unit owner's unit is located.

- (ii) Residential municipal solid waste shall be placed at the designated residential collection location in a 95-gallon residential municipal solid waste storage container or cart provided by the residential service provider.
- (iii) Overage is not permitted, except as permitted during the week following a Holiday.

2. *Collection of bulky waste and white goods.*

- (i) Bulky waste and white goods shall be collected by the residential service provider in accordance with the service agreement issued by the county for the residential service area in which the residential service unit owner's unit is located.
- (ii) It shall be the responsibility of the residential service unit owner to ensure that prior to collection and disposal, white goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators. The residential service provider shall not be required to collect white goods that do not meet these standards.

3. *Collection of residential recovered materials.*

- (i) Residential recovered materials shall be collected by the residential service provider in accordance with the service agreement issued by the county for the residential service area in which the residential service unit owner's unit is located.
- (ii) Each residential service unit owner may contact the residential service provider or the county to request residential recovered materials collection service, and shall be required to place such residential recovered materials in the residential recovered materials storage container or bin at the designated residential collection location for collection by the authorized residential service provider in a timely manner.
- (iii) The list of acceptable Residential recovered materials to be collected shall be published by the County on its website and made available by the residential service provider as directed by the county.
- (iv) The list of acceptable materials may be modified upon written request of the residential service providers demonstrating industry and market conditions necessitating the modification and agreement of the Solid Waste Management Division Director.

(4) *Elective services.*

- a. A residential service unit owner may contract with the designated residential service provider that has been issued a service agreement by the county for the residential service area in which the residential service unit owner's unit is located for additional services for an additional fee to be billed by the residential service provider directly to the residential service unit owner.

- b. The residential service provider shall have the right, upon notice to the residential service unit owner, and simultaneous notice to the county, to terminate or suspend all elective services then being provided to a residential service unit owner by the residential service provider, in the event of nonpayment of fees due and owing directly to the residential service provider by the residential service unit owner.
- (5) *Yard trimmings collection service.*
- a. Yard trimmings may be composted by a residential service unit owner on the owner's property in accordance with the laws and regulations of the State of Georgia and Gwinnett County.
 - b. If a residential service unit owner contracts for the yard trimmings collection service by a residential service provider, yard trimmings shall be segregated from the residential municipal solid waste prior to their collection.
 - c. This section shall not prohibit a residential service unit owner from disposing of yard trimmings through a third party that generated the yard trimmings as a result of its activities or services at the location of the residential service unit.
 - d. A residential service unit owner may enter into a contract with the residential service provider that has been issued a service agreement by the county for the residential service area in which the residential service unit owner's unit is located for the yard trimmings collection service.
 - e. To request yard trimmings collection service, the residential service unit owner must contact the designated residential service provider directly.
 - f. The residential service provider is authorized to charge, bill, and collect from the residential service unit owner a fee for the collection, processing and/or disposal of yard trimmings.
 - g. The yard trimmings collection service shall be offered at a rate not to exceed \$10.00 per month. Residential service units may receive a discount for a yearly subscription.
 - h. The following provisions shall apply to the placement and collection of yard trimmings:
 - 1. Yard trimmings shall be segregated from residential municipal solid waste.
 - 2. Yard trimmings shall be placed within the designated residential collection location.
 - 3. A residential service unit owner shall not place, or cause, or allow to be placed, yard trimmings within the designated residential collection location for more than seven days.
 - 4. Yard trimmings shall be placed in sturdy paper bags suitable for containing yard trimmings or in a container labeled for yard trimmings, excluding residential municipal solid waste storage containers or carts, residential recovered materials storage containers, and plastic bags; or shall be tied in a bundles weighing not more than 50 pounds each.
 - 5. Yard trimmings are not to exceed four inches in diameter and three feet in length and bundles are not to exceed 50 pounds, except that if yard trimmings

greater than four inches in diameter are not placed in a suitable container, then yard trimmings tied in a bundle shall not exceed 50 pounds.

6. The residential service provider is authorized to collect segregated yard trimmings from the residential service unit, together with any residential municipal solid waste in the same collection vehicle for delivery to a lined municipal solid waste landfill operating landfill gas collection systems directed to beneficial uses of landfill gas that promote renewable energy goals such as electrical power generation, industrial end use, or similar beneficial reuse pursuant to O.C.G.A. § 12-8-40.2, (a landfill with gas recovery system as provided by law) as determined by the residential service provider.

(6) *Placement of containers and collection hours.*

- a. Each residential service unit shall place the residential municipal solid waste storage container, bulky waste, white goods, and/or residential recovered materials storage container at the designated residential collection location, for collection by the authorized residential service provider, no earlier than 3:30 p.m. on the day prior to the day scheduled for collection.
- b. Except as otherwise allowed by the county, all collection of residential solid waste by each designated residential service provider shall be performed between the hours of 7:00 a.m. and 6:30 p.m. Monday through Friday, or Monday through Saturday during a week which contains a holiday. Residential service providers may work on Saturday to remedy any missed collections or to complete services due to a Holiday or other service interruption if approved in advance by the county.
- c. Each residential service unit shall remove, or cause to be removed, the residential municipal solid waste storage container or cart, and the residential recovered materials storage container, if applicable, no later than the next day following the scheduled collection day.
- d. Residential service providers shall not be required to perform collection services or maintain office hours on designated county holidays.
- e. At the point in time when the residential service unit owner places, allows, or causes to be placed, residential municipal solid waste or residential recovered materials at the designated residential collection location, ownership of the residential municipal solid waste and residential recovered materials transfers from the residential service unit owner to the residential service provider, except that ownership of unacceptable wastes shall not transfer to the residential service provider.

(7) *Residential service fee.*

- a. The residential service fee shall be subject to periodic adjustment, as determined by the county and as provided in the service agreement issued by the county to the residential service provider for the residential service area in which the residential service unit owner's unit is located. Such adjustments shall be made in accordance with the service agreement issued to the residential service provider and shall not require board action.

- b. Each residential service unit owner is required to pay an annual residential service fee to the county for each 12 month service period, or portion thereof, to include in part an amount for administration of this article by the county and an amount for residential solid waste collection and disposal services and the related county solid waste and recovered materials programs. The residential service fee shall be as provided in the service agreement issued by the county to the residential service provider.
 - c. Residential service unit owners are required to request residential solid waste collection and disposal service and to remit to the county the applicable residential service fee prior to the county's issuance of a certificate of occupancy and initial occupancy of the residential service unit. New residential service unit owners shall initiate residential solid waste collection and disposal services by providing notice to the county or the designated residential service provider that the residential service unit has become occupied. The annual residential service fee will be applied on a pro-rated basis to account for partial year ownership.
 - d. The residential service fee may be collected by the county through the ad valorem tax statement for each residential service unit in unincorporated Gwinnett County; or may be billed and collected through an alternative billing and collection process.
- (b) *Residential service provider service agreements.*
- (1) *Designated residential service providers.*
 - a. All residential municipal solid waste collection and disposal services shall be provided by the residential service provider selected by, and having a service agreement with, the county to provide those services within said residential service area.
 - b. It shall be a violation of this article for any service provider except the county's designated residential service provider to provide residential municipal solid waste collection and disposal services to any residential service unit in any unincorporated area in the county.
 - (2) *Residential service areas.* The unincorporated areas in the county shall be subdivided into no more than five residential service areas. The boundaries of each residential service area shall be described by streets, roads, highways or rights-of-way, and the residential service areas will collectively include all of unincorporated Gwinnett County. A map of the residential service areas showing the boundaries of each shall be available from the county.
 - (3) *Residential service agreements.* The county shall enter into a service agreement for residential municipal solid waste collection and disposal services in order to have one residential service provider providing such service in each residential service area as designated by the county. These agreements are generally referred to herein as "service agreements" or "residential service agreements."
 - (4) *Default by residential service provider.* In the event a default is committed by the designated residential service provider for a particular residential service area under the terms of the service agreement which results in termination of the service agreement by the county, the residential service units within the residential service area served by the defaulting residential service provider will be apportioned among the

remaining authorized residential service providers in a manner determined by agreement between the county and those remaining authorized residential service providers. The boundaries of the residential service areas following apportionment of the residential service units in a residential service area forfeited by a defaulting service provider shall be specifically described by street, road, highway or right-of-way and a map of the residential service areas resulting from such apportionment shall be created by and be available from the county. The county and the remaining authorized service providers shall make commercially reasonable efforts to complete such apportionment by the date the termination of the service agreement of the defaulting residential service provider becomes effective, so that the affected residential service units previously served by the defaulting residential service provider do not experience a disruption in service.

(5) *Minimum requirements.*

- a. All residential service providers designated by the county to provide residential municipal solid waste collection and disposal services shall meet the minimum requirements for residential service providers in this article.
- b. All residential municipal solid waste and residential recovered materials shall be delivered by the designated residential service provider to an authorized waste disposal facility, processing facility, recycling facility, transfer station, or other state authorized handling facility, as determined by the residential service provider. All residential service fees paid by the county to the designated residential service provider shall include the costs of solid waste transportation and disposal and the transportation and processing of residential recovered materials.

(6) *Residential service provider performance.* The county shall monitor the performance of the designated residential service provider for each residential service area for compliance with all provisions of the respective service agreement and for compliance with the provisions of this article for residential municipal solid waste collection and disposal services and other waste collection and disposal or processing services regulated by this article. The county shall be authorized to deduct from the payments due or to become due to an authorized residential service provider liquidated damages in amounts determined in the service agreement caused by failure of the authorized residential service provider to comply with the duties specified in the service agreement.

(7) *Appeal process.* Within 20 business days of the assessment of any liquidated damages by the county, the residential service provider may submit a written appeal to the chairman of the licensing and revenue board of appeals established pursuant to the county's alcoholic beverage ordinance setting forth the residential service provider's arguments for why such damages are unjustifiable. Within five business days of the submittal of the appeal, the chairman of the licensing and revenue board of appeals shall notify the residential service provider in writing of any action taken with respect to the residential service provider's claim. This action may include, if deemed appropriate by the chairman, a date, time, and location for a hearing before the licensing and revenue board of appeals to hear the appeal.

- a. A hearing shall be conducted on each appeal within 30 days of the date of filing with the chairman of the licensing and revenue board of appeals unless a

continuance of such date is agreed to by the appellant and the chairman. The appellant shall have the burden of proof on any such appeal.

- b. The licensing and revenue board of appeals shall have the authority to reverse or uphold all or part of the assessment of liquidated damages made by the county on the residential service provider.
 - c. The findings of the licensing and revenue board of appeals shall be forwarded to the appellant and to the solid waste and recovered materials division director within 15 days after the conclusion of the hearing.
 - d. The findings of the licensing and revenue board of appeals shall not be set aside unless found to be:
 - 1. Contrary to law; or
 - 2. Unsupported by substantial evidence on the records.
- (8) *Residential service provider selection.* In carrying out the purposes of this article, and subject to the provisions and requirements of this article, service agreements for residential municipal solid waste collection and disposal services, including elective services, shall be awarded for each residential service area to a qualified residential service provider selected by the county, and such service agreements shall be exempt from the purchasing requirements of chapter 2, article VII.
- (9) *Residential service areas.* The residential service provider shall provide residential municipal solid waste collection and disposal services, residential recovered materials collection service, and other waste collection and disposal services as may be elected by the residential service unit owner within the residential service area for which the residential service provider has received a service agreement from the county. Each residential service provider shall be required to provide residential municipal solid waste collection and disposal services and residential recovered material collection services according to the terms of the respective service agreement.
- (10) *Term of service agreements.* Subject to termination by the county, pursuant to the terms of a service agreement, the county may enter into a service agreement for a term of up to ten years.
- (11) *Reporting requirements.* Within 30 days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each residential service provider shall submit to the county reports of operation showing the following information:
- a. Tonnage figures showing total solid waste tonnage collected by service type;
 - b. Tonnage figures showing residential recovered materials collected, and proof of recycling in the form of manifest, bills of sale, or other records showing adequate proof of movement of the material to a recognized, and appropriately permitted recycled facility;
 - c. If requested by the county, each residential service provider shall provide proof of disposal of residential municipal solid waste at state-approved disposal facilities and the name of each such facility. The residential service provider shall maintain at its place of business books and records showing the names and addresses of all residential service unit owners to whom residential municipal solid waste

collection and disposal services and residential recovered materials collection services have been provided. The residential service provider shall submit upon reasonable request of the county to a financial audit by a certified public accountant or auditor employed by the county. Financial information of the residential service provider shall be treated as confidential by the county. The county may request other information from each residential service provider if necessary, to comply with state solid waste reporting requirements, internal measures, data needed to update or formulate an updated plan, or for other purposes.

(12) *Non-curbside collection for Persons with a Disability residents.*

- a. Any resident who is a Person with a Disability shall be provided non-curbside collection of residential municipal solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings provided that the Person with a Disability;
 1. Obtains a physician's certificate certifying such special need; and
 2. Provides the physician's certificate to the residential service provider with a copy to the county.
- b. Non-curbside collection is available only if all adult persons residing in the residential service unit meet the requirements identified in subsection (b)(12)a of this section.
- c. This section also applies to temporary special needs not to exceed 90 days.
- d. Residential service providers may establish reasonable rules for the non-curbside collection of residential municipal solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings from a Person with a Disability who qualify under this article for such service.

(c) *Commercial solid waste.*

- (1) *Commercial solid waste management.* All commercial establishments shall dispose of commercial solid waste with a commercial service provider pursuant to a private contract between the commercial establishment owner and the commercial service provider, except, however, that a commercial establishment owner may collect, transport, and dispose of the solid waste generated at its commercial establishment, provided the commercial establishment owner is authorized as a commercial service provider pursuant to this article.
- (2) *Commercial recovered materials and recycling services.* All commercial service providers shall offer recovered material recycling services to their customers.
- (3) *Commercial yard trimmings.*
 - a. A commercial establishment owner may contract privately with a commercial service provider to collect, process and dispose of yard trimmings generated by the commercial establishment.
 - b. All yard trimmings generated by commercial establishments shall be segregated from commercial solid waste and commercial recovered materials.

- c. Yard trimmings generated by a commercial establishment may be collected in bulk in accordance with the requirements of the commercial service provider; provided, however, that yard trimmings may not be collected in plastic bags.
 - d. This article shall not prohibit a commercial establishment owner from the collection, processing and disposing of yard trimmings through a third party that generated the yard trimmings as a result of the third party's activities at the commercial establishment.
- (d) *Construction or demolition (C&D) waste.*
 - (1) *Segregation of C&D waste.* C&D waste shall be segregated from residential municipal solid waste and commercial solid waste.
 - (2) *C&D waste and residential service providers.* A residential service provider may collect, process and dispose of C&D waste provided that the residential service provider is authorized as a C&D waste service provider pursuant to this article.
 - (3) *C&D waste and commercial service providers.* A commercial service provider may collect, process and dispose of C&D waste provided that the commercial service provider is authorized as a C&D waste service provider pursuant to this article.
 - (4) *Recovered materials and recycling services.* All C&D waste service providers shall offer C&D waste recovered material and recycling services to their customers.
 - (5) *Collection and disposal of C&D waste generated by third party.* C&D waste generated at a residential service unit or commercial establishment shall be collected and disposed of:
 - a. By a C&D waste service provider pursuant to a private contract between the C&D waste service provider and the residential service unit owner or commercial establishment owner and in accordance with the laws and regulations of the state; or
 - b. By a third party (e.g., contractor performing construction, renovation, or demolition services) pursuant to a private contract between the third party and the residential service unit owner or commercial establishment owner either in accordance with:
 - 1. The third party's authorization to operate as a C&D waste service provider pursuant to the terms of this article; or
 - 2. A private contract between the third party and a C&D waste service provider; and
 - 3. The laws and regulations of the state.

Section 82-57 of Article III of Chapter 82 of the Gwinnett County Code of Ordinances, entitled “Solid waste surcharge,” is hereby amended by deleting Section 82-57 in its entirety and replacing it with the following new Section 82-57.

Sec. 82-57. - Solid waste surcharge.

A surcharge fee of \$2.50 per ton of residential municipal solid waste or commercial solid waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within unincorporated Gwinnett County is hereby imposed upon the operator(s) of said facilities in accordance with O.C.G.A. § 12-8-39(d) and shall be paid to the county on or before December 31 of each year.

Section 82-59 of Article III of Chapter 82 of the Gwinnett County Code of Ordinances, entitled “Residential solid waste and recovered collection and disposal services,” is hereby amended by deleting Section 82-59 in its entirety and replacing it with the following new Section 82-59.

Sec. 82-59. - Residential solid waste and recovered materials collection and disposal services.

- (a) *Service agreements to provide residential municipal solid waste and recovered materials collection services.*
 - (1) Any person authorized by the county to provide residential municipal solid waste collection and disposal services and residential recovered materials collection service in unincorporated Gwinnett County shall meet the requirements and qualifications established by the county and contained in this article.
 - (2) In order to provide residential municipal solid waste collection and disposal service in unincorporated Gwinnett County, a person shall be a residential service provider under a service agreement with the county, which may be amended by the parties from time to time. The provider shall not be authorized to provide service unless it consents to and executes the service agreement.
- (b) *Terms of service agreements to provide residential solid waste collection and disposal service and recovered materials collection services.*
 - (1) The county shall have the right in its discretion to incorporate terms and conditions in its service agreements with residential service provider as it deems appropriate to effect implementation of this article.
 - (2) The county is authorized to assign any service agreement with a residential service provider to an authority created by the county to administer residential municipal solid waste collection and disposal service and residential recovered materials collection service.

Section 82-73 of Article III of Chapter 82 of the Gwinnett County Code of Ordinances, entitled “Residential recovered materials,” is hereby repealed in its entirety.

Sec. 82.73. Reserved

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200537	20190492		
Department:	Sheriff	Date Submitted:	05/20/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - KI	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing No		
to renew RP009-18, provision of inmate coinless and pay phone equipment at the Gwinnett County Detention Center on an annual contract (July 15, 2020 through July 14, 2021), with Securus Technologies, LLC, estimated revenue \$902,400.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	rlconway (6/8/2020)		
Attorney	mjweed (6/9/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	**	mbwoods (6/8/2020)
Finance Comments	*FY2020 revenue of \$451,200 included in adopted budget. For FY2021, revenue of \$451,200 is subject to budget approval. ** No requested allocation, revenue only.			FinDir's Initials
				bjalexzulan (6/8/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote <div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div>
Action	<div style="border: 1px solid black; padding: 2px;">New Item</div>	
Tabled	<div style="border: 1px solid black; height: 20px;"></div>	
Motion	<div style="border: 1px solid black; height: 20px;"></div>	
2nd by	<div style="border: 1px solid black; height: 20px;"></div>	

SUMMARY – RP009-18
Provision of Inmate Coinless and Pay Phone Equipment at the
Gwinnett County Detention Center on an Annual Contract

PURPOSE:	This is a revenue based service that provides a means for inmates and division residents to place phone calls to family, lawyers, etc. from the Gwinnett County Detention Center.
LOCATION:	Gwinnett County Detention Center
ESTIMATED REVENUE:	\$902,400.00 anticipated revenue* 77% commission (phone) 50% commission (video)
PREVIOUS CONTRACT AWARD AMOUNT:	\$915,624.00 revenue
REVENUE FROM PREVIOUS CONTRACT:	\$1,138,962.96 77% commission (phone) 50% commission (video)
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded to the highest scoring firm based on the following criteria: firm qualifications, ability of firm, equipment, software and service, references, and total commission. Therefore, an analysis on cost alone can't be obtained.
CONTRACT TERM:	July 15, 2020 through July 14, 2021

COMMENTS: *The Minimum Annual Guarantee (MAG) is 80% of the total previous 12 months annual commission revenue.

MEMORANDUM

TO: Kaley Ivins
Purchasing Associate III

THRU: Neena Smith, Business Manager
Sheriff's Office

SUBJECT: Recommendation to Renew RP009-18
Provision of Inmate Coinless and Pay Phone Equipment at the Gwinnett County Detention Center on an Annual Contract

DATE: February 10, 2020

REQUESTED ACTION

The Sheriff's Office recommends renewal of the above referenced contract with Securus Technologies, LLC in the amount of \$902,400.00.

DESCRIPTION

Inmate Coinless and Pay Telephones in the Detention Center.

FINANCIAL

- Estimated amount to be collected: \$902,400.00 (80% of actual 2nd year commission guaranteed for 3rd year)
- Amount collected previous contract period: \$1,138,962.96
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Neena Smith Contact phone: 770-822-3953
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	001	119000	27030001	41904005		\$451,200.00	50%
2021	001	119000	27030001	41904005		\$451,200.00	50%
						\$902,400.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200479			
Department:	Support Services	Date Submitted:	05/06/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - MP	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
	No		
BL034-20, Government Annex and Fleet Management parking lot improvements, to low bidder, The Surface Masters, Inc., amount not to exceed \$553,154.00. Contract to follow award. Subject to approval as to form by the Law Department.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Award		
Department Head	ahparham (5/26/2020)		
Attorney	sthastey (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	\$253,375*	\$203,600	mbwoods (6/1/2020)
No	Capital Project	\$248,401**	\$349,554	
Finance Comments	* Amount available in the General Building Parking Lot Works project. **Deficit funding available in Fleet Management Contingency project and Fleet Management operating fund to transfer to Fleet Parking Lot Improvement project. Upon approval adjust revenue and appropriations as necessary.			FinDir's Initials wweatherford (6/1/2020)

☒ Budget Adjust
 ☒ Grand Jury

County Clerk Use Only		PH was Held?
Working Session		No Action Taken <div style="border: 1px solid black; width: 100%; height: 100%;"></div>
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL034-20
Government Annex and Fleet Management Parking Lot Improvements

PURPOSE:	This project includes repair and replacement of asphalt parking surfaces at the at the Government Annex building and Fleet maintenance facility.
LOCATION:	Various locations throughout the County
AMOUNT TO BE SPENT:	\$553,154.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	302 161 website viewings 8 planholders
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 3
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	There were a limited number of responses due to the staging requirements of this project.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	45 consecutive calendar days

COMMENTS:



Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	401	207000		500000000	M-1011-02-3-03	\$203,600.00	37%
2020	400	207000		500000000	F-1225-01-3-03	\$349,554.00	63%
					Total	\$553,154.00	100%

Transfer Required: Yes X No

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2020	400	227000		50000000	O-0176-01-1-02	(\$52,000.00)
2020	400	207000		50000000	F-1225-01-3-03	\$52,000.00
2020	610	107000	16040001	59999997		(\$50,000.00)
2020	610	127000	36001016	52200101		\$50,000.00
2020	400	227000		42001009	O-0176	\$50,000.00
2020	400	207000		50000000	F-1225-01-3-03	\$50,000.00

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200480			
Department:	Support Services	Date Submitted:	05/06/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - MP	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
	No		
BL032-20, correctional facility kitchen floor replacement project, to low bidder, Lichty Commercial Construction, Inc., amount not to exceed \$127,312.00. Contract to follow award. Subject to approval as to form by the Law Department.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Award		
Department Head	ahparham (5/27/2020)		
Attorney	sthastey (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Capital Project	\$41,000*	\$127,312	mbwoods (6/3/2020)
Finance Comments	* Deficit funding available in General Tax Contingency project to transfer to Corrections Kitchen Floor Replacement project.			FinDir's Initials
				wweatherford (6/3/2020)

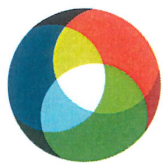
☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL032-20
Correctional Facility Kitchen Floor Replacement Project

PURPOSE:	This project is for the removal of the existing floor coating and installation of a new urethane cement flooring system.
LOCATION:	Gwinnett County Corrections Complex 750 Hi Hope Road Lawrenceville, GA 30043
AMOUNT TO BE SPENT:	\$127,312.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,699 139 website viewings 13 planholders
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 5
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	60 consecutive calendar days

COMMENTS:



MEMORANDUM

TO: Marlo Puckett
Purchasing Associate III

FROM: Angelia Parham, PE *AP*
Director

SUBJECT: Recommendation to Award BL032-20—Correctional Facility Kitchen Floor Replacement Project

DATE: May 21 2020

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract to Lichty Commercial Construction, Inc., in the amount of \$127,312.00.

DESCRIPTION

This project includes the removal of the existing floor coating and installation of a new urethane cement flooring system. A pre-bid conference was held on March 25, 2020, and four bids were received on April 10, 2020.

References checked? Yes ☒ No ☐

FINANCIAL

- Estimated amount to be spent: \$127,312.00
- Do total obligations agree with "Action Requested"? Yes ☒ No ☐
- Budgeted: Yes ☐ No ☒
- Contact Name: Corey Pressley Contact Phone: 770.822.3166
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	401	207000		50000000	M-1092-01-3-03	\$127,312.00	100%
Total						\$127,312.00	100%

Transfer Required: Yes ☒ No ☐

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2020	401	227000		50000000	O-0002-01-1-02	\$127,312.00

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200483			

Department:	Support Services	Date Submitted:	05/06/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Public Hearing:			
Submitted By:	Purchasing - Brandi Cantie - MP	Multiple Depts?	No
Agenda Type	Award		
Item of Business:	<div style="text-align: right;">Locked by Purchasing</div> <div style="border: 1px solid black; display: inline-block; padding: 2px;">No</div>		
BL028-20, Court Annex building exterior repair project, to low bidder, Metro Waterproofing, Inc., amount not to exceed \$429,696.00. Contract to follow award. Subject to approval as to form by the Law Department.			
Attachments	Summary Sheet, Justification Letter, Bid Tabulation		
Authorization:	Chairman's Signature?	<div style="border: 1px solid black; display: inline-block; padding: 2px;">Yes</div>	
Staff Recommendation	Award		
Department Head	ahparham (5/26/2020)		
Attorney	sthastey (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*	\$429,696	mbwoods (5/28/2020)
Finance Comments	*Amount available in the General Building Clean/Reseal Precast project.			FinDir's Initials
				bjaalexzulian (5/28/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		

SUMMARY – BL028-20
Court Annex Building Exterior Repair Project

PURPOSE:	This project includes the installation of new flashing, repair of exterior insulation and facade, and cleaning of the building exterior.
LOCATION:	Court Annex Building 115 Stone Mountain Street Lawrenceville, GA 30046
AMOUNT TO BE SPENT:	\$429,696.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,699 120 website viewings 11 planholders
NUMBER OF RESPONSES:	5 1 withdrawn
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	182 consecutive calendar days

COMMENTS:



MEMORANDUM

TO: Marlo Puckett
Purchasing Associate III

FROM: Angelia Parham, PE *AP*
Director

SUBJECT: Recommendation to Award BL028-20—Court Annex Building Exterior Repair Project

DATE: May 21, 2020

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract to Metro Waterproofing, Inc., in the amount of \$429,696.00.

DESCRIPTION

This project includes the repair and cleaning of the exterior facade of the Court Annex building. A pre-bid conference was held on March 19, 2020, and four bids were received on April 15, 2020.

References checked? Yes ☒ No ☐

FINANCIAL

1. Estimated amount to be spent: \$429,696.00
2. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
3. Budgeted: Yes ☒ No ☐
4. Contact Name: Corey Pressley Contact Phone: 770.822.3166
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	401	207000		50000000	F-0992-01-3-03	\$429,696.00	100%
Total						\$429,696.00	100%

Transfer Required: Yes ☐ No ☒

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200490	20190528		
Department:	Support Services	Date Submitted:	05/08/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - MP	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing No		
<p>to extend BL061-17, purchase of gasoline and diesel fuel on an annual contract (August 31, 2020 through February 28, 2021), with James River Solutions, LLC, as the primary supplier, and Petroleum Traders Corporation as the secondary supplier, base bid \$11,795,414.00.</p>			
Attachments	Summary Sheet, Justification Support		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	ahparham (5/22/2020)		
Attorney	sthastey (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$7,124,375	mbwoods (6/1/2020)
Yes	Inventory Clearing	**	\$4,671,039	
Finance Comments	<p>* The current balance in Fuel is checked as it is purchased. For FY2020, \$5,045,277 is allocated in General Operating Expenses and for FY2021, \$2,079,098 is subject to budget approval. ** The remaining amount (\$2,522,638 in FY2020 and \$2,148,401 in FY2021) is passed through to other municipalities and agencies that use County fuel sites with no net cost to the County.</p>			FinDir's Initials wwweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

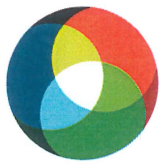
County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;">Vote</div>
Action		
Tabled		
Motion		
2nd by		

SUMMARY – BL061-17
Purchase of Gasoline and Diesel Fuel on an Annual Contract

PURPOSE:	Provide gasoline and diesel fuel for Gwinnett County BOC, Gwinnett County BOE, and City of Buford as part of the North Georgia Fuel Cooperative.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$11,795,414.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$27,918,276.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$13,863,285.22
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	A market analysis shows unstable pricing over the last 12 months. Two vendors agreed to extend and one vendor chose not to extend.
PROPOSED CONTRACT TERM:	August 31, 2020 through February 28, 2021

COMMENTS: This is a demand contract; usage will vary. This contract is a cooperative effort between 18 government agencies with Gwinnett County being the Principal Procurement Agency. The extension is being requested to revise specifications and resolicit.

*Amount to be spent is reflective of the total dollar amount utilized under this contract for participating inter-county municipalities/organizations/agencies. The County's portion of this contract is \$7,124,375.00 and the remainder is utilized by other inter-county municipalities and agencies that use the County's fuel sites.



MEMORANDUM

To: Marlo Puckett
Purchasing Associate III

From: Angelia Parham, PE *AP*
Director

Subject: Recommendation to Extend BL061-17—Purchase of Gasoline and Diesel on an Annual Contract

Date: May 15, 2020

REQUESTED ACTION

The Department of Support Services recommends extension of the above referenced contract with James River Solutions, LLC, as primary supplier and Petroleum Traders Corporation as the secondary supplier. The base amount is \$11,795,414.00.

DESCRIPTION

This is an extension of the current contract for six months. The County's portion of this contract extension is estimated at \$7,124,375.00. The remainder will be utilized by other agencies that use the County's fuel sites.

FINANCIAL

- Estimated amount to be spent: \$11,795,414.00.
- Projected amount to be spent previous contract period: \$13,863,285.22 (08/31/2019 – 08/30/2020)
- Do total obligations agree with "Action Requested"? Yes X No ___
- Budgeted: Yes X No ___
- Contact Name: Ron Adderley Contact Phone: 678.442.3303
- Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	Inventory Clearing	Various		12500010		\$ 2,522,638.00	21%
2020	Various	Various		50701201		\$ 5,045,277.00	43%
2021	Inventory Clearing	Various		12500010		\$ 2,148,401.00	18%
2021	Various	Various		50701201		\$ 2,079,098.00	18%
Total						\$11,795,414.00	100%

Transfer Required: Yes ___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200465			
Department:	Transportation	Date Submitted:	04/29/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jehoward	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing No		
of Change Order No.1 to BL041-19 Venture at Steve Reynolds Boulevard intersection improvement project with Ohmshiv Construction, LLC increasing the contract by \$158,728.00. The contract amount adjusted from \$1,994,408.75 to \$2,153,136.75. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST programs and the Gwinnett Place Community Improvement District (CID).			
Attachments	Justification, Agreement		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	archapman (6/2/2020)		
Attorney	tlettsome (6/5/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*\$383,991	\$158,728	mbwoods (6/4/2020)
Finance Comments	*Balance available within the Venture Drive Widening project.			FinDir's Initials
				wwweatherford (6/4/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	 New Item	
Tabled		
Motion		
2nd by		

C Change Justification

JUSTIFICATION LETTER

TO: Chairman
Board of Commissioners

THRU: Alan R. Chapman, Director, Department of Transportation *ARC*

FROM: Andrew Thompson, P.E., Deputy Director *AT*

SUBJECT: **Change Order No. 1 – BL041-19**
Venture Drive at Steve Reynolds Boulevard
M-0676-02/ F-1266-02
District 1/Brooks

DATE: May 27, 2020

PREVIOUS CHANGE ORDER SUMMARY:

N/A – this is Change Order No. 1 with Ohmshiv Construction, LLC in the amount of \$158,728.00.

REQUESTED ACTION:

Request to approve/authorize Change Order No. 1 to BL041-19, M-0676-02/ F-1266-02 Venture Drive at Steve Reynolds Boulevard intersection improvement project. This project is funded by the 2017 SPLOST Program and the Gwinnett Place Community Improvement District (CID).

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:

The work associated with this project on-going.

DESCRIPTION:

This change order provides for the redesign and construction of a revised type of wall to be constructed on the project due to an unforeseen conflict with an underground Jackson EMC electrical duct bank located along Venture Drive at the intersection with Steve Reynolds Boulevard. Revising walls 1 and 2 from soldier pile walls to P-walls eliminates the conflict with the duct bank.

NEED/BENEFIT:

This work is necessary to move forward with completing the project, meeting the needs of citizens on the project.

NEGOTIATED COST SAVINGS:

Original planned wall type costs and line items will be deducted from the original contract.

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments- Not included in Change Order	
Item	\$	Item	\$	Item	\$	Item C1001	\$123,750.00	Item	
Item	\$	Item	\$	Item	\$	Item 320	(\$37,500.00)	Item	\$
Item	\$	Item	\$	Item	\$	Item C1002	\$197,478.00	Item	\$
Item	\$	Item	\$	Item	\$	Item 325	(\$125,000.00)	Item	\$
Item	\$	Item	\$	Item	\$	Item	\$	Item	\$
\$		\$		\$		\$158,728.00		\$	
Total Dollar Amount Effect of the Change Order & Project Close-out							\$158,728.00		

New Requirement	
Item #	Description
Unforeseen Condition	
Item #	Description
Professional Errors & Omissions	
Item #	Description
County Request	
Item #	Description
C1001/004-0022	EXTRA WORK P-WALL NO. 1
320/617-0610A	SOLDIER PILE WALL, WALL NO. 1- (STA. 103+00)
C1002/004-0022	EXTRA WORK P-WALL NO. 2
325/617-0610B	SOLDIER PILE WALL, WALL NO. 2 - (STA. 108+40)
Project Close-out and/or Progress Adjustments	
Item #	Description



GWINNETT COUNTY
ROAD IMPROVEMENT PROGRAM
Atlas Technical Consultants

2450 Commerce Avenue, Suite 100 | Duluth GA 30096
o: 770.263.5945 | f: 770.263.7960
www.gwinnettcountry.com

April 10, 2020

Mr. Andrew Thompson, P.E., Deputy Director
Gwinnett County Department of Transportation
75 Langley Drive
Lawrenceville, GA 30046

RE: Project No. M-0676-02 / F-1266-02 Venture Drive at Steve Reynolds Blvd (Venture Drive at Day Drive)

Dear Mr. Thompson:

We are transmitting herewith Change Order No. 1 (2 originals) which was prepared to modify the contract for the above referenced project as described in our April 3, 2020 letter (copy attached).

Both the contractor and the surety have properly executed this agreement. Your further handling for approved is requested.

Your further handling is requested.

Yours truly,

Chris Parypinski
Program Manager

cc: Project Engineer
File – M-0676-02 / F-1266-02 Venture Drive
Audit File

CHANGE ORDER NO. 1

Gwinnett County Board of Commissioners
Gwinnett County, Georgia

WHEREAS, We, **Ohmshiv Construction, LLC.** (Contractors), and **North American Specialty Insurance Company** (Surety), entered into a contract with the Gwinnett County Board of Commissioners on **June 12, 2019** for the construction of Project No. **M-0676-02, F-1266-02** and

WHEREAS, certain items of construction encountered are not covered by the original contract we desire to submit the following Change Order to-wit:

ADD THE FOLLOWING FOR PROJECT # F-1266-02

Line Item	Spec Item	Description	Unit	Quantity	Unit Price	Amount
C1001	004-0022	EXTRA WORK P-WALL NO. 1	LS	1	\$123,750.00	\$123,750.00
320	617-0610A	SOLDIER PILE WALL, WALL NO. 1- (STA. 103+00)	LS	-0.25	\$150,000.00	-\$37,500.00
C1002	004-0022	EXTRA WORK P-WALL NO. 2	LS	1	\$197,478.00	\$197,478.00
325	617-0610B	SOLDIER PILE WALL, WALL NO. 2 - (STA. 108+40)	LS	-1	\$125,000.00	-\$125,000.00
					SUBTOTAL F-1266-02	\$158,728.00
					TOTAL INCREASE	\$158,728.00

Approved Contract Amount	\$1,994,408.75
Increased By	\$158,728.00
Revised Total	\$2,153,136.75

The approved contract amount of \$1,994,408.75 is increased by \$158,728.00 for a revised total of \$2,153,136.75.

It is agreed that as a result of the above modification. The contract time will be extended by 30 calendar days.

This Agreement in no way modifies or changes the original contract of which it becomes a part except as specifically stated herein.

Now Therefore, We, **Ohmshiv Construction, LLC.**, Contractor, and **North American Specialty Insurance Company**, Surety, hereby agree to said Change Order consisting of the above mentioned items and prices, and agreed that this Change Order is hereby made a part of the original contract to be performed under the specification thereof, and that the original contract is in full force and effect, except in so far as it might be modified by this Change Order.

Recommend for Approval:

Andrew Thompson
Deputy Director, Department of Transportation

Date: _____

Alan R. Chapman
Director, Department of Transportation

Date: _____

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Dated this _____ day of: _____, 2020

CONTRACTOR: OHMSHIV CONSTRUCTION, LLC.

Attest: Ashok Virani

By: Narash Bhanu (SEAL)

Print Name: Ashok Virani

Print Name: Narash Bhanu

Title: Corporate Secretary

Title: Managing Member/ President

SURETY: North American Specialty Insurance Company

Attest: Kate Longaker

By: E (SEAL)

Print Name: Kate Longaker

Print Name: Edward Mooney

Title: Agent

Title: Attorney-in-Fact



GWINNETT COUNTY, GEORGIA

Attest: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Approved as to form:

County Attorney

Print Name: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

EDWARD MOONEY, ROBERT CARLETON WYNNE, and KATARZYNA GRIFFIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 08 day of JANUARY, 20 18.

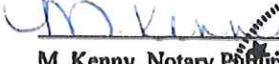
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 08 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200535	20190549		
Department:	Transportation		Date Submitted: 05/20/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - CD		Multiple Depts? No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing No		
<p>to renew RP004-17, transportation consultant demand professional services on an annual contract (July 1, 2020 through June 30, 2021), per the attached recommendation letter, base amount \$10,700,000.00 (negotiated cost savings of approximately \$187,000.00). This contract is funded 98% by various SPLOST programs.</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	archapman (6/1/2020)		
Attorney	tlettsome (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Capital	*	\$10,700,000	mbwoods (6/3/2020)
Finance Comments	<p>* The individual balances of each project are checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$5,350,000 is allocated and for FY2021, \$5,350,000 is subject to budget approval.</p>			FinDir's Initials wwweatherford (6/3/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – RP004-17
Transportation Consultant Demand Professional Services on an Annual Contract

PURPOSE:	Demand services to include: pedestrian/bikeway improvements, minor road improvements, major road improvements, intersection improvements, cost to cure design services, survey services, traffic engineering, ITS/ATMS engineering services, and transportation planning services.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$10,700,000.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$9,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$10,200,000.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	.31% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This project was awarded to the highest scoring firms based on the following criteria; firm experience, experience of key personnel, understanding and approach, quality assurance/quality control and references. Therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	July 01, 2020 through June 30, 2021

COMMENTS: *Through successful negotiations, a cost savings of approximately \$187,000.00 was achieved without a reduction in the scope of this project.



Gwinnett

**GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION**

75 Langley Drive | Lawrenceville, GA 30046-6935

770.822.7400

www.gwinnettcounty.com

MEMORANDUM

TO: Chris Duncan, Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Alan R. Chapman, P.E., Director *ARC*
Department of Transportation

FROM: Edgardo E. Aponte, Preconstruction Division Director *EEA*
Department of Transportation

SUBJECT: Recommendation to Renew RP004-17
Transportation Consultant Demand Professional Services on an Annual Contract

DATE: March 24, 2020

REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced procurement to various firms in nine (9) categories (see Attachment A), base amount \$10,700,000.00. These highest scoring firms were selected through a multi-layered comprehensive team scoring process with consideration on the number of firms to provide depth and the timely delivery of the 2017 Sales Tax Program as well as completing the remaining projects in the 2014 and 2009 Programs. This contract is funded 62% by the 2017 SPLOST Program, 26% by the 2014 SPLOST Program, 10% by the 2009 SPLOST Program and 2% by the General Government Capital Fund.

DESCRIPTION

This contract will provide transportation demand professional services support for the Gwinnett County Department of Transportation in its implementation of its Special Purpose Local Option Sales Tax (SPLOST) funded roadway improvement program and other capital programs.

FINANCIAL

1. Estimated amount to be spent: \$10,700,000.00
2. Projected 12 month amount spent previous contract period: \$10,200,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Edgardo Aponte Contact phone: 770-822-7433

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	320	209000		50802000	Various	\$3,300,000.00	31%
2020	319	209000		50802000	Various	\$1,400,000.00	13%
2020	318	209000		50802000	Various	\$550,000.00	5%
2020	401	209000		50802000	Various	\$100,000.00	1%
2021	320	209000		50802000	Various	\$3,300,000.00	31%
2021	319	209000		50802000	Various	\$1,400,000.00	13%
2021	318	209000		50802000	Various	\$550,000.00	5%
2021	401	209000		50802000	Various	\$100,000.00	1%
Total						\$10,700,000.00	100%

Transfer Required: Yes — No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Renewal 2020-2021
Attachment A

CATEGORY	COMPANY	NAME	ADDRESS	CITY	STATE	ZIP	Phone	Email
E	1st Engineering, Inc.	Jim Fuerst	1645 Hutton Place	Cumming	GA	30041	770-582-0676	1stengineering@comcast.net
G, H	AECOM Technical Services, Inc.	Garrick Edwards	One Midtown Plaza, 1360 Peachtree Street, Suite 500	Atlanta	GA	30309	404-965-9600	garrick.edwards@aecom.com
A, D	American Engineers, Inc.	Tom Fravel	1634 White Circle, Suite 101	Marietta	GA	30066	770-421-8422	tfravel@aei.cc
G, H	Arcadis U.S., Inc.	Shamir Poudel	2410 Paces Ferry Road, Suite 400	Atlanta	GA	30339	770-435-6553	shamir.poudel@arcadis.com
A, C, G, H	Atkins North America, Inc.	Harry Rice	1600 RiverEdge Parkway, NW, Suite 700	Atlanta	GA	30328	678-247-2451	harry.rice@atkinsglobal.com
A, B, D, F	CALYX Engineers and Consultants, Inc.	Neil Davis	1255 Canton Street, Suite G	Roswell	GA	30075	678-795-3629	ndavis@calyxengineers.com
A, B, D	Clark Patterson Engineers, Surveyor and Architects, PC	Adolfo Guzman	3011 Sutton Gate Drive, Suite 130	Suwanee	GA	30024	678-318-1063	aguzman@clarkpatterson.com
A, B, D, E, F	Columbia Engineering and Services, Inc.	Paul D. Cook	2862 Buford Highway, Suite 200	Duluth	GA	30096	770-925-0357	pcook@columbia-engineering.com
A, B, C, D, E, F	Development Planning & Engineering, Inc.	James C. Garrison, III	5074 Bristol Industrial Way, Suite A	Buford	GA	30518	770-271-2868	jgarrison@dpengr.com
F	GEL Geophysics, LLC	Jorgen Bergstrom	821 Livingston Court, Suite E	Marietta	GA	30067	770-980-1002	jorgen.bergstrom@gel.com
C, I	Gresham, Smith and Partners	Jody Braswell	1134 Satellite Boulevard, Suite 300A	Suwanee	GA	30024	770-754-0755	jody_braswell@gspnet.com
B, C, D, G, H, I	HNTB Corporation	Jeffery Parker	191 Peachtree Street NE, Suite 3300	Atlanta	GA	30303	404-946-5700	jeparker@hntb.com
G, H, I	Jacobs Engineering Group, Inc.	Thomas J. Meinhart	10 Tenth Street, Suite 1400	Atlanta	GA	30309	404-751-2135	tom.meinhart@jacobs.com
A, B, F	KCI Technologies, Inc.	Bayne Smith	2160 Satellite Boulevard, Suite 130	Duluth	GA	30097	678-990-6200	bayne.smith@kci.com
A, D	Keck & Wood, Inc.	Richard Gurney	3090 Premiere Parkway, Suite 200	Duluth	GA	30097	678-417-4000	rgurney@keckwood.com
A, C, D, G, H, I	Kimley-Horn and Associates, Inc.	David L. Stricklin	2 Sun Court, Suite 450	Peachtree Corners	GA	30092	404-419-8783	mike.rushing@kimley-horn.com
A, B	Lowe Engineers, LLC	Richard Meehan	990 Hammond Drive, Suite 900	Atlanta	GA	30328	770-857-8400	sally.riker@loweengineers.com
A, B, D	Vanesse Hangen Brustlin formerly McGee Partners, Inc.	Erin Murphy	1355 Peachtree Street, Suite 100	Atlanta	GA	30309	770-938-6400	emurphy@vvhb.com
F	McKim & Creed, Inc.	Josh Trawick	1505 Lakes Parkway, Suite 170	Lawrenceville	GA	30043	770-962-4125	jtrawick@mckimcreed.com
F	McNally & Patrick, Inc.	Bradley P. Crowe	1505 Highway 29 South	Lawrenceville	GA	30044	770-963-8520 ext. 100	bcrowe@mcnallypatrick.com
A, B, C, D	Michael Baker International, Inc.	Thomas Montgomery	420 Technology Parkway, Suite 150	Norcross	GA	30092	770-263-9118	tmontgomery@mbakerintl.com
I	Parsons Brinckerhoff, Inc.	Adiele Nwankwo	3340 Peachtree Road, NE Suite 2400	Atlanta	GA	30326	404-237-2115	nwankwo@pbworld.com
A, B, C	Parsons Transportation Group, Inc.	Saurabh Bhattacharya Aykut Urgan	3577 Parkway Lane, Building V, Suite 100	Peachtree Corners	GA	30092	678-969-2315	aykut.urgan@parsons.com
F	Platinum Geomatics LLC fka Edwards Pittman	Williams S. Hicks	5039 B.U. Bowman Drive, Suite 400	Buford	GA	30518	678-922-2227	shicks@platinumgeomatics.com
D, I	Pond & Company	Ronald W. Osterloh	3500 Parkway Lane, Suite 500	Peachtree Corners	GA	30093	678-336-7740	osterlohr@pondco.com
B, C, D, E, F	Precision Planning Inc.	W. David Leonard	400 Pike Boulevard	Lawrenceville	GA	30046	770-338-8125	063dl@ppi.us
A	QK4, Inc.	Andrew C. Ballerstedt	3169 Holcomb Bridge Road, Suite 455	Norcross	GA	30072	404-329-5900	aballerstedt@qk4.com

CATEGORY	COMPANY	NAME	ADDRESS	CITY	STATE	ZIP	Phone	Email
B, D	R. K. Shah & Associates, Inc.	Raju K. Shah	2434 Duluth Highway 120, Suite 210	Duluth	GA	30097	678-475-1550	raju.shah@rkshah.com
F	TerraMark Land Surveying, Inc.	William C. Wohlford, Jr.	1396 Bells Ferry Road	Marietta	GA	30066	770-421-1927	bwohlford@terramark.com
A, F	TransSystems Corporation	Richard Markwith	5600 Oakbrook Parkway, Suite 130	Norcross	GA	30093	678-244-9760	rmarkwith@transystems.com
A	T. Y. Lin International	Charles K. Deeb	260 Peachtree Street, Suite 900	Atlanta	GA	30303	404-841-7887	chuck.deeb@tylin.com
A, B, C, D, F, G	CHA Consultanting Inc. formerly known as Wolverton & Associates, Inc.	Joseph R. Macrina Rob Jacquette	675 Sugarloaf Parkway, Suite 100	Duluth	GA	30097	770-447-8999	rob.jacquette@wolverton-assoc.com

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200555			
Department:	Transportation	Date Submitted:	05/27/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jehoward	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing No		
of Change Order No.2 to BL066-18 Pleasant Hill Road (Chattahoochee River to McClure Bridge Road) widening project with CMES, Inc. increasing the contract by \$79,089.76. The contract is adjusted from \$7,494,183.31 to \$7,573,273.07. Subject to approval as to form by the Law Department. This contract is funded by the 2014 SPLOST and the State Road and Tollway Authority.			
Attachments	Justification, Agreement		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	archapman (6/3/2020)		
Attorney	tlettsome (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2014 SPLOST	\$79,090*	\$79,090	bjalexzulian (6/8/2020)
Finance Comments	* Balance available within the Pleasant Hill Road (Howell Ferry Road-Chattahoochee) project.			FinDir's Initials
				bjalexzulian (6/8/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	No Action Taken
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		

C Change Justification

JUSTIFICATION LETTER

TO: Chairman
Board of Commissioners

THRU: Alan R. Chapman, Director, Department of Transportation *ARC*

FROM: Andrew Thompson, P.E., Deputy Director *AT*

SUBJECT: Change Order No. 2 – BL066-18 - F-1057-01
Pleasant Hill Road (Chattahoochee River to Howell Ferry Road/McClure Bridge Road)
District 1/ Brooks

DATE: May 27, 2020

PREVIOUS CHANGE ORDER SUMMARY:

Change Order No. 1 with CMES, Inc. in the amount of \$98,633.16 covered construction of a multi-use path along Pleasant Hill Road from existing at Peachtree Industrial Boulevard to the Chattahoochee River connecting to the proposed path across river and all associated drainage work for the additional section; the replacement of eight existing fire hydrants in lieu of resetting and an additional extra-long service line to Starbucks within the project limits.

REQUESTED ACTION:

Request to approve/authorize Change Order No. 2 to BL066-18, Pleasant Hill Road (Chattahoochee River to Howell Ferry Road/McClure Bridge Road) widening project, F-1057-01. This project is funded by the 2014 SPLOST program and a SRTA Grant.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:

The work associated with this change order is continual and on-going in order to expedite this project completion.

DESCRIPTION:

This change order provides for the installation of a long side commercial water service connection for McDonald's not included in the original plans, additional mobilizations for overnight water main work, as well as a temporary traffic signal pole and connection in order to mitigate a conflict with Georgia Power overhead utilities located on Pleasant Hill Road.

NEED/BENEFIT:

This work associated with this change order is necessary to complete the project.

NEGOTIATED COST SAVINGS:

This change order uses current bid unit pricing as applicable for this new scope of work.

RECOMMENDATION:

C Change Justification

Recommend to approve/authorize Change Order No. 2 on BL066-18, Pleasant Hill Road (Chattahoochee River to Howell Ferry Road/McClure Bridge Road) widening project, F-1057-01 with CMES, Inc.. This change order will add \$79,089.76 to the existing approved contract, increasing the approved contract amount from \$7,494,183.31 to \$7,573,273.07.

Cc: File

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments- Not included in Change Order	
Item	\$	Item	\$	Item	\$	Item C2001	\$10,814.00	Item	
Item	\$	Item	\$	Item	\$	Item C2002	\$14,907.20	Item	\$
Item	\$	Item	\$	Item	\$	Item C2003	\$8,000.00	Item	\$
Item	\$	Item	\$	Item	\$	Item 565	\$15,552.00	Item	\$
Item	\$	Item	\$	Item	\$	Item C2004	\$29,816.56	Item	\$
Item	\$	Item	\$	Item	\$	Item		Item	\$
\$		\$		\$		\$79,089.76		\$	
Total Dollar Amount Effect of the Change Order & Project Close-out							\$79,089.76		

New Requirement	
Item #	Description
Unforeseen Condition	
Item #	Description
Professional Errors & Omissions	
Item #	Description
County Request	
Item #	Description
C2001/004-0022	Extra work – 2 Inch extra long service line (McDonald's commercial water connection)
C2002/004-0022	Extra work – Temporary Traffic Signal
C2003/953-1126	OSP Fiber Optic Cable, Loose Tube, Multi-Mode, 72 Fiber
565/935-4010	Fiber Optic Splice, Fusion
C2004/004-0022	Extra Work – Overnight water main conflict work

Project Close-out and/or Progress Adjustments	
Item #	Description

CHANGE ORDER NO. 2

Gwinnett County Board of Commissioners
Gwinnett County, Georgia

WHEREAS, We, **CMES, INC.** (Contractors), and **Westport Insurance Corporation** (Surety), entered into a contract with the Gwinnett County Board of Commissioners on **October 30, 2018** for the construction of Project No. **F-1057-01** and

WHEREAS, certain items of construction encountered are not covered by the original contract we desire to submit the following Change Order to-wit:

ADD THE FOLLOWING FOR PROJECT # F-1057-01

Line Item	Spec Item	Description	Unit	Quantity	Unit Price	Amount
C2001	004-0022	EXTRA WORK - 2 IN EXTRA LONG SERVICE LINE (McDonalds)	LS	1	\$10,814.00	\$10,814.00
C2002	004-0022	EXTRA WORK - TEMPORARY SIGNAL	LS	1	\$14,907.20	\$14,907.20
C2003	953-1126	OSP FIBER OPTIC CABLE, LOOSE TUBE, MULTI MODE, 72 FIBER	LF	4000	\$2.00	\$8,000.00
565	935-4010	FIBER OPTIC SPLICE, FUSION	EA	288	\$54.00	\$15,552.00
C2004	004-0022	EXTRA WORK - WATER CONFLICTS	LS	1	\$29,816.56	\$29,816.56
					SUBTOTAL F-1057-01	\$79,089.76
					TOTAL INCREASE	\$79,089.76

Approved Contract Amount	\$7,494,183.31
Increased By	\$79,089.76
Revised Total	\$7,573,273.07

The approved contract amount of **\$7,494,183.31** is increased by **\$79,089.76** for a revised total of **\$7,573,273.07**.

It is agreed that as a result of the above modification. The contract time will not be extended.

This Agreement in no way modifies or changes the original contract of which it becomes a part except as specifically stated herein.

Now Therefore, We, **CMES, INC.**, Contractor, and **Westport Insurance Corporation**, Surety, hereby agree to said Change Order consisting of the above mentioned items and prices, and agreed that this Change Order is hereby made a part of the original contract to be performed under the specification thereof, and that the original contract is in full force and effect, except in so far as it might be modified by this Change Order.

Recommend for Approval:


Deputy Director, Department of Transportation

Date: _____

Director, Department of Transportation

Date: _____

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Dated this _____ day of: _____, 2020

CONTRACTOR: CMES, INC.

Attest: 

By: 

Print Name: CHATUR B. CHHABHAYA, CEO.

Print Name: Ramesh S. Chhabhaya

Title: Corporate Secretary

Title: President



SURETY: WESTPORT INSURANCE CORPORATION

Attest: 

By: 

Print Name: Kate Longaker

Print Name: Edward Mooney

Title: Agent

Title: Attorney-in-Fact



WINNETT COUNTY, GEORGIA

Attest: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Approved as to form:

County Attorney

Print Name: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

EDWARD MOONEY, ROBERT CARLETON WYNNE, and KATARZYNA GRIFFIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

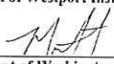
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 08 day of JANUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation


State of Illinois
County of Cook

ss:

On this 08 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of


Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

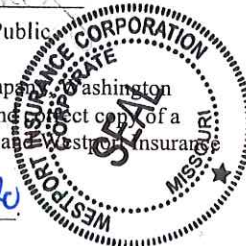



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20 day of April, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200562	20190553		
Department:	Transportation		Date Submitted: 05/28/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brandi Cantie - CD		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
<p>to renew OS040-15, provision of transit system operations and maintenance services on an annual contract (July 1, 2020 through June 30, 2021), with Transdev Services, Inc., base amount \$20,669,074.32. Pending grant approval, this contract is funded 61% by the Federal Transit Administration (FTA).</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	archapman (6/1/2020)		
Attorney	tlettsome (6/8/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Transit-Op Grants	\$7,004,942*	\$7,004,942	mbwoods (6/5/2020)
No	Transit-Op Grants	*	\$5,595,051	
Yes	Transit Op	**	\$8,069,081	
Finance Comments	<p>*Grant budget to be established upon FTA award (GCIDs 20200344 and 20190956) for FY2020, if FTA funding is not awarded, other funding sources will need to be identified. **Professional Services is checked as services are provided. For FY2020, \$1,265,314 is allocated, FY2021 \$6,803,767 is subject to budget approval. Adjust revenues and appropriations as necessary.</p>			FinDir's Initials bjalexzulian (6/5/2020)

☒ Budget Adjust ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – OS040-15**Provision of Transit System Operation and Maintenance Services on an Annual Contract (15-039)**

PURPOSE:	Provide transit system operation and maintenance services throughout Gwinnett County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$20,669,074.32
PREVIOUS CONTRACT AWARD AMOUNT:	\$18,567,174.89
AMOUNT SPENT PREVIOUS CONTRACT:	\$20,472,127.54
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	5.36% increase*
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was scored based on the following criteria: qualifications and experience, references, approach to providing transit services and cost. Therefore, a market analysis on price alone cannot be accurately obtained.
CONTRACT TERM:	July 1, 2020 through June 30, 2021

COMMENTS: *Increase reflected is based on submitted costs from year four and year five and does not include additional services and fuel as these costs will vary based on need.



MEMORANDUM

TO: Chris Duncan, Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Alan R. Chapman, P.E., Director *ARC*
Department of Transportation

FROM: Karen Winger, Division Director *KW*
Department of Transportation

SUBJECT: **Recommendation to Renew OS040-15
Provision of Transit Operation and Maintenance Services**

DATE: May 26, 2020

REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced procurement to Transdev Services, Inc., in the amount of \$20,669,074.32. This contract is funded 39% by the Local Transit Operating Fund and 61% by various Grant funds.

DESCRIPTION

Annual contract with Transdev Services, Inc. to provide operation and maintenance services for the Gwinnett County Transit System.

FINANCIAL

1. Estimated amount to be spent: \$20,669,074.32
2. Projected amount to be spent previous contract period: \$ 20,472,127.54
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Karen Winger Contact phone: 770.822.7422

6. Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	Type
Capital Cost of Contracting							
2021	515		17060001	50401201		\$4,635,589.82	Local
2021	515G			50401201	G-0306-000003-0004	\$1,516,007.00	FTA-GA 2018-001-02
					SUBTOTAL	\$6,151,596.82	
Congestion Mitigation and Air Quality							
2020	515		17060001	50401201		\$134,700.00	Local
2020	515G			50401201	G-0306-000005-0001	\$538,800.00	FTA-GA 2019-021-00
2021	515		17060001	50401201		\$134,700.00	Local
2021	515G			50401201	G-0306-000005-0001	\$538,800.00	FTA-GA 2019-021-00
					SUBTOTAL	\$1,347,000.00	
ADA Paratransit							
2020	515		17060001	50401201		\$329,020.47	Local
2020	515G			50401201	G-TBD	\$1,316,081.87	FTA - GRANT - TBD
2021	515		17060001	50401201		\$1,101,308.34	Local
2021	515G			50401201	G-0306-000002-0004	\$543,794.00	FTA-GA 2018-001-02
					SUBTOTAL	\$3,290,204.68	
Operating Assistance							
2020	515		17060001	50401201		\$801,593.48	Local
2020	515G			50401201	G-TBD	\$7,214,341.34	FTA - GRANT - TBD
2021	515		17060001	50401201		\$932,169.00	Local
2021	515G			50401201	G-0306-000001-0004	\$932,169.00	FTA-GA 2018-001-02
					SUBTOTAL	\$9,880,272.82	
Total						\$20,669,074.32	100%

Transfer Required: Yes ☐ No ☒

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200592			
Department:	Transportation		Date Submitted: 06/10/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	jehoward		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts? No
Item of Business:	<div style="text-align: right;">Locked by Purchasing</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">No</div>		
<p>for the Chairman to execute a resolution to provide notice to the Atlanta-Region Transit Link Authority (ATL) of the County's intent to call for a transit referendum to impose the tax authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, including a list of projects chosen from the Atlanta Regional Transit Plan (ARTP) which the County intends to fund with the proceeds from the tax and identifying the proposed operator of those transit projects.</p>			
Attachments	Justification, Agreement		
Authorization:	Chairman's Signature? <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yes</div>		
Staff Recommendation	Approval		
Department Head	archapman (6/11/2020)		
Attorney	mpludwiczak (6/12/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
				bjalexzulian (6/12/2020)
Finance Comments				FinDir's Initials

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<div style="border: 1px solid black; padding: 2px;">New Item</div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		



MEMORANDUM

TO: Chairman
District Commissioners

FROM: Alan R. Chapman, P.E., Director *ARC*
Department of Transportation

SUBJECT: Resolution approving a notice to the Atlanta-Region Transit Link Authority (ATL) of the County's intent to hold a transit referendum and to fund a list of projects selected from the Atlanta Regional Transit Plan (ARTP)

DATE: June 11, 2020

ITEM OF BUSINESS

Approval/authorization for the Chairman to execute a resolution to provide notice to the Atlanta-Region Transit Link Authority (ATL) of the County's intent to call for a transit referendum to impose the tax authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, including a list of projects chosen from the Atlanta Regional Transit Plan (ARTP) which the County intends to fund with the proceeds from the tax and identifying the proposed operator of those transit projects.

BACKGROUND AND DISCUSSION

The Department of Transportation requests approval\authorization for the Chairman to execute a resolution stating the County's intent to call for a transit referendum to impose a tax for transit expansion, including a list projects contained in the ARTP which the County intends to fund with the tax proceeds and identifying the proposed operator of those transit projects.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770-822-7417.

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: **A Resolution to Provide Notice to the Atlanta-Region Transit Link Authority (ATL) of the County's Intent to Call for a Transit Referendum to Impose the Tax Authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated**

READING AND ADOPTION: June ___, 2020

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte J. Nash, Chairman		
Jace Brooks, District 1		
Ben Ku, District 2		
Tommy Hunter, District 3		
Marlene Fosque, District 4		

On motion of **Commissioner** _____, which carried _____, the Gwinnett County Board of Commissioners hereby adopts the following Resolution:

**A RESOLUTION TO PROVIDE NOTICE TO THE ATLANTA-REGION TRANSIT LINK
AUTHORITY (ATL) OF THE COUNTY'S INTENT TO CALL FOR A TRANSIT
REFERENDUM TO IMPOSE THE TAX AUTHORIZED BY ARTICLE 5B OF CHAPTER
8, TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED**

WHEREAS, House Bill 930, Ga. L. 2018, p. 377, codified in part in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, created 159 special districts within the State of Georgia, with the geographical boundary of each county corresponding with and being coterminous with the geographical boundaries of the 159 special districts created; and

WHEREAS, O.C.G.A. § 48-8-269.41(2) provides that any county located in a nonattainment area, as defined in O.C.G.A. § 48-8-269.40 may, by following the procedures required by Part 3 of Article 5B, impose within the special district a transit special purpose local option sales and use tax, the proceeds of which shall be used only for transit projects; and

WHEREAS, Gwinnett County is located within a nonattainment area and desires to impose within the special district a transit special purpose local option sales and use tax, the proceeds of which shall be used only for transit projects; and

WHEREAS, O.C.G.A. § 48-8-269.45 provides that any county qualified to levy the said transit special purpose local option sales and use tax shall deliver or mail a written notice to the mayor or chief elected official in each qualified municipality located within the special district prior to the issuance of a call for a referendum, containing the date, time, place and purpose of a meeting at which the governing authority of the county and of each qualified municipality are to meet to discuss possible transit projects from the regional transit plan for inclusion in a referendum and the rate of tax; and

WHEREAS, on May 12, 2020 Gwinnett County duly provided the required notice of meeting to the mayor or chief elected official in each qualified municipality located within the special district; and

WHEREAS, on May 28, 2020 Gwinnett County duly held the required meeting; and

WHEREAS, O.C.G.A. § 48-8-269.45 provides that following the required meeting the county shall deliver or mail a written notice to the Atlanta-Region Transit Link Authority (ATL) of the intent to call for a referendum to impose the tax authorized by Article 5B; and

WHEREAS, O.C.G.A. § 48-8-269.45 further provides that the said required notice to the ATL shall include a list of transit projects located within such county chosen from the regional transit plan which the county intends to fund with proceeds from the tax authorized under Article 5B and the proposed operator of any such transit projects if such project or projects are services which require an operator; and

WHEREAS, Gwinnett County has chosen from the regional transit plan a list of transit projects located within Gwinnett County which it intends to fund with proceeds from the tax authorized under Article 5B and the proposed operator of such transit projects; and

WHEREAS, the list of the transit projects chosen by Gwinnett County which it intends to fund with proceeds from the tax authorized under Article 5B and the proposed operator of such transit projects is attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, Gwinnett County now wishes to authorize staff to deliver or mail to the ATL the required notice of its intent to call for a referendum to impose the tax authorized by Article 5B, including the list of transit projects and the proposed operator of such transit projects as set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE GWINNETT COUNTY BOARD OF COMMISSIONERS, pursuant to the authority granted in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, that Gwinnett County staff is hereby authorized and directed to deliver or mail to the ATL the required notice of Gwinnett County's intent to call for a referendum to impose the tax authorized by Article 5B, including the list of transit projects and the proposed operator of such transit projects as set forth in Exhibit "A".

BE IT FURTHER RESOLVED that any and all Resolutions in conflict with this Resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION is adopted this the ____ day of June, 2020.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____
DIANE KEMP, COUNTY CLERK

(SEAL)

APPROVED AS TO FORM:

BY: _____
MICHAEL P. LUDWICZAK, COUNTY ATTORNEY

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
HRT1	HRT Extension: Doraville MARTA Station to Jimmy Carter Multimodal Hub	Doraville MARTA Station to new Multimodal Hub near Jimmy Carter Boulevard/I-85 interchange	\$ 1,183,875,000	\$ 271,468,000	MARTA
BRT700A	BRT Route 700: Multimodal Hub to Sugarloaf Park-and-Ride	Jimmy Carter Multimodal Hub to Sugarloaf Park-and-Ride primarily via Satellite Boulevard; includes cost to operate in mixed traffic south of Jimmy Carter until HRT1 is implemented	\$ 334,765,000	\$ 132,505,000	Gwinnett County
BRT701	BRT Route 701: Lawrenceville to Peachtree Corners	Peachtree Corners to Lawrenceville via Gwinnett Place Transit Center, Infinite Energy Center, Sugarloaf Park-and-Ride, Gwinnett Tech, and Georgia Gwinnett College	\$ 444,789,000	\$ 134,954,000	Gwinnett County
BRT702	BRT Route 702: Snellville to Indian Creek MARTA Station	Snellville to Indian Creek MARTA Station via US 78	\$ 250,193,000	\$ 102,416,000	Gwinnett County
BRT703	BRT Route 703: Infinite Energy Center to Mall of Georgia	Infinite Energy Center to the Mall of Georgia via Satellite Boulevard and Buford Drive; Aligns with Rapid 202 and Local 50	\$ 148,193,000	\$ 82,760,000	Gwinnett County
ART200	Rapid Bus Route 200: Peachtree Industrial Boulevard	Doraville MARTA Station to Duluth to Infinite Energy Center to Sugarloaf Park-and-Ride via Peachtree Industrial Boulevard, Buford Highway, and Duluth Highway	\$ 176,444,000	\$ 113,487,000	Gwinnett County
ART201	Rapid Bus Route 201: Steve Reynolds Boulevard	Jimmy Carter Multimodal Hub to Sugarloaf Park-and-Ride to Infinite Energy Center via Steve Reynolds Boulevard and Breckinridge Boulevard	\$ 44,024,000	\$ 72,467,000	Gwinnett County
ART203	Rapid Bus Route 203: Pleasant Hill Road	Snellville to Peachtree Corners via Ronald Reagan Parkway, Pleasant Hill Road, and Peachtree Industrial Boulevard	\$ 204,652,000	\$ 99,076,000	Gwinnett County
ART204	Rapid Bus Route 204: State Route 124	Snellville to Lawrenceville to I-985 Park-and-Ride via SR 124 and SR 20; Aligns with Local 60/80 pair	\$ 165,702,000	\$ 86,235,000	Gwinnett County
ART205	Rapid Bus Route 205: Jimmy Carter Boulevard/Holcomb Bridge Road	Jimmy Carter Multimodal Hub to Mansell Park-and-Ride on GA 400 via Jimmy Carter Boulevard, Holcomb Bridge Road, and GA 400; Aligns with Local RG2	\$ 21,592,000	\$ 37,377,000	Gwinnett County
ART207	Rapid Bus Corridor 207: Lawrenceville Highway	Lilburn to Tucker via US 29; Rapid corridor investments; Service provided by Local Routes 15, 30, 65	\$ 5,679,000	\$ -	Gwinnett County
ART208	Rapid Bus Corridor 208: Peachtree Industrial Boulevard	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Rapid corridor investments; Service provided by Express Route 106 and Direct Connect 403	\$ 63,399,000	\$ -	Gwinnett County
LB10	Local Bus Enhancement Route 10	Doraville MARTA Station to Gwinnett Place Transit Center via Buford Highway; Existing route that is rerouted and enhanced	\$ 3,229,000	\$ 61,857,000	Gwinnett County
LB15	Local Bus Expansion Route 15	Peachtree Corners to Norcross to Lilburn via Jimmy Carter Boulevard and Indian Trail Road	\$ 6,458,000	\$ 68,295,000	Gwinnett County

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
LB20	Local Bus Enhancement Route 20	Doraville MARTA Station/Multimodal Hub to Gwinnett Place Transit Center via Singleton Road and Steve Reynolds Boulevard; Existing route that is rerouted and enhanced; Includes cost to Doraville MARTA Station if Heavy Rail is not extended	\$ 2,691,000	\$ 64,867,000	Gwinnett County
LB25	Local Bus Expansion Route 25	Gwinnett Place Transit Center to Duluth via North Berkeley Lake Road and Peachtree Industrial Boulevard	\$ 2,153,000	\$ 23,746,000	Gwinnett County
LB30	Local Bus Enhancement Route 30	Doraville MARTA Station/Multimodal Hub to South Lilburn via Jimmy Carter Boulevard and Buford Highway; Existing route that is rerouted and enhanced; Includes cost to Doraville MARTA Station if Heavy Rail is not extended	\$ 1,076,000	\$ 45,585,000	Gwinnett County
LB35	Local Bus Enhancement Route 35	Doraville MARTA Station/Multimodal Hub to Peachtree Corners via Buford Highway, Peachtree Corners Circle, Technology Parkway, and Medlock Bridge Road; Existing route that is rerouted and enhanced; Includes cost to Doraville MARTA Station if Heavy Rail is not extended	\$ 4,305,000	\$ 84,152,000	Gwinnett County
LB40	Local Bus Enhancement Route 40	Gwinnett Place Transit Center to Lawrenceville south of SR 316; Existing route that is rerouted and enhanced	\$ 538,000	\$ 37,831,000	Gwinnett County
LB45	Local Bus Enhancement Route 45	Peachtree Corners to Lawrenceville via Gwinnett Place Transit Center	\$ 538,000	\$ 37,831,000	Gwinnett County
LB50	Local Bus Expansion Route 50	Gwinnett Place Transit Center to the Mall of Georgia via Satellite Boulevard and Buford Drive; Aligns with ART202 and BRT 703	\$ 3,075,000	\$ 34,476,000	Gwinnett County
LB55	Local Bus Expansion Route 55	Infinite Energy Center to Suwanee to Sugar Hill via Satellite Boulevard, Lawrenceville Suwanee Road, and Peachtree Industrial Boulevard	\$ 2,691,000	\$ 26,110,000	Gwinnett County
LB60	Local Bus Expansion Route 60	Georgia Gwinnett College to Lawrenceville to Snellville via SR 124; Aligns with BRT 704 and Rapid 204	\$ 2,153,000	\$ 18,653,000	Gwinnett County
LB65	Local Bus Expansion Route 65	Georgia Gwinnett College to Lawrenceville to Tucker via Lawrenceville Highway	\$ 6,458,000	\$ 64,573,000	Gwinnett County
LB70	Local Bus Expansion Route 70	Snellville to Indian Creek MARTA Station via US 78	\$ 1,076,000	\$ 16,943,000	Gwinnett County
LB75	Local Bus Expansion Route 75	Gwinnett Place Transit Center to Peachtree Corners via North Berkeley Lake Road, Peachtree Industrial Boulevard, and Spalding Drive	\$ 1,076,000	\$ 10,416,000	Gwinnett County
LB80	Local Bus Expansion Route 80	Georgia Gwinnett College to Mall of Georgia to I-985 Park-and-Ride via Buford Drive; Aligns with BRT 704 and Rapid 204	\$ 1,076,000	\$ 13,275,000	Gwinnett County
LB85	Local Bus Expansion Route 85	Infinite Energy Center to Mall of Georgia to I-985 Park-and-Ride via North Brown Road and Horizon Drive	\$ 2,691,000	\$ 35,315,000	Gwinnett County
LBRG1	Local Bus Expansion Route RG1	I-85 to Alpharetta via McGinnis Ferry Road and Old Milton Parkway	\$ 2,153,000	\$ 23,935,000	Gwinnett County

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
LBRG2	Local Bus Expansion Route RG2	Jimmy Carter Multimodal Hub to Mansell Park-and-Ride on GA 400 via Jimmy Carter Boulevard, Holcomb Bridge Road, and GA 400; Aligns with Rapid 205	\$ 1,076,000	\$ 17,586,000	Gwinnett County
LBGW1	Local Bus Expansion Route GW1	Lawrenceville to Stone Mountain Park-and-Ride via Five Forks Trickum Road	\$ 3,767,000	\$ 46,555,000	Gwinnett County
LBGW2	Local Bus Expansion Route GW2	Jimmy Carter Multimodal Hub/transit center to Lilburn to Stone Mountain Park-and-Ride via Indian Trail Road and Lilburn Stone Mountain Road	\$ 3,767,000	\$ 46,555,000	Gwinnett County
LBRG3	Local Bus Expansion Route RG3	Snellville to Centerville to Stonecrest Mall via Scenic Highway	\$ 2,153,000	\$ 24,905,000	Gwinnett County
LBGW5	Local Bus Expansion Route GW5	Sugarloaf Park-and-Ride to Infinite Energy Center to Duluth via Duluth Highway and Buford Highway	\$ 1,076,000	\$ 13,073,000	Gwinnett County
DC401	Direct Connect Expansion Route 401	I-985 Park-and-Ride to Mall of Georgia to Sugarloaf Park-and-Ride to Gwinnett Place Transit Center to Indian Trail Park-and-Ride to Chamblee MARTA Station or Jimmy Carter Multimodal Hub; Includes cost to Chamblee MARTA Station if Heavy Rail is not extended	\$ 4,869,000	\$ 38,675,000	Gwinnett County
DC402	Direct Connect Expansion Route 402	Lawrenceville to Georgia Gwinnett College to Chamblee MARTA Station or Jimmy Carter Multimodal Hub; Includes cost to Chamblee MARTA Station if Heavy Rail is not extended	\$ 4,869,000	\$ 33,612,000	Gwinnett County
DC403	Direct Connect Expansion Route 403	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Aligns with Express Commuter Bus 106	\$ 3,895,000	\$ 27,873,000	Gwinnett County
EB101	Express Commuter Bus Enhancement Route 101	I-985 Park-and-Ride to McGinnis Ferry Park-and-Ride to Downtown Atlanta via Buford Drive and I-85	\$ 7,790,000	\$ 42,356,000	Gwinnett County
EB102	Express Commuter Bus Enhancement Route 102	Indian Trail Park-and-Ride to Downtown Atlanta via I-85	\$ 974,000	\$ 20,198,000	Gwinnett County
EB103	Express Commuter Bus Enhancement Route 103	Sugarloaf Park-and-Ride to Downtown Atlanta via I-85	\$ 2,921,000	\$ 36,577,000	Gwinnett County
EB104	Express Commuter Bus Enhancement Route 104	Dacula to Lawrenceville to Downtown Atlanta via SR 316 and I-85	\$ 11,685,000	\$ 32,580,000	Gwinnett County
EB106	Express Commuter Bus Expansion Route 106	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Aligns with Direct Connect 403	\$ 4,869,000	\$ 4,177,000	Gwinnett County
EB110	Express Commuter Bus Enhancement Route 110	Sugarloaf Park-and-Ride to Emory/CDC via I-85, Briarcliff Road, and Clifton Road	\$ 974,000	\$ 14,596,000	Gwinnett County
EB111	Express Commuter Bus Expansion Route 111	Loganville to Snellville to Emory/CDC via US 78 and North Decatur Road	\$ 9,738,000	\$ 19,150,000	Gwinnett County
EB112	Express Commuter Bus Expansion Route 112	Indian Trail Park-and-Ride to Emory/CDC via I-85, Briarcliff Road, and Clifton Road	\$ 4,869,000	\$ 8,692,000	Gwinnett County
EB120	Express Commuter Bus Expansion Route 120	Dacula to Lawrenceville to Perimeter via SR 316, I-85, and I-285	\$ 6,816,000	\$ 19,125,000	Gwinnett County
EB130	Express Commuter Bus Expansion Route 130	Hamilton Mill to Chamblee MARTA Station or Jimmy Carter Multimodal Hub via I-85; Includes cost to Chamblee MARTA Station if Heavy Rail is not extended	\$ 10,711,000	\$ 27,816,000	Gwinnett County

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
EB131	Express Commuter Bus Expansion Route 131	Hall County to I-985 Park-and-Ride to McGinnis Ferry Park-and-Ride to Chamblee MARTA Station or Jimmy Carter Multimodal Hub via I-85; Includes cost to Chamblee MARTA Station if Heavy Rail is not extended	\$ 4,869,000	\$ 7,690,000	Gwinnett County
EB140	Express Commuter Bus Expansion Route 140	Indian Trail Park-and-Ride to Buckhead MARTA Station via I-85 and SR 400	\$ 4,869,000	\$ 10,350,000	Gwinnett County
EBAT1	Express Bus Expansion Route AT1	Gwinnett to Athens route; Chamblee MARTA station to Jimmy Carter Multimodal Hub/transit center to Gwinnett Place Transit Center to Infinite Energy Center to Sugarloaf Park-and-Ride to Gwinnett Tech to Georgia Gwinnett College to Buford Park-and-Ride to Harbins Park-and-Ride to Athens; Includes cost to Chamblee MARTA Station if Heavy Rail is not extended; Costs only represent to Gwinnett County line and assume that rest of route would be covered through agreement with other jurisdictions	\$ 4,869,000	\$ 42,915,000	Gwinnett County
FB500	Flex Bus Expansion Route 500	Sugar Hill/Buford area anchored by I-985 Park-and-Ride	\$ 513,000	\$ 24,343,000	Gwinnett County
FB501	Flex Bus Expansion Route 501	Suwanee area anchored by Infinite Energy Transit Center	\$ 513,000	\$ 39,291,000	Gwinnett County
FB502	Flex Bus Expansion Route 502	South Lawrenceville area anchored by Lawrenceville Transit Center	\$ 615,000	\$ 27,527,000	Gwinnett County
FB503	Flex Bus Expansion Route 503	Snellville area anchored by Snellville Park-and-Ride	\$ 615,000	\$ 23,652,000	Gwinnett County
FB504	Flex Bus Expansion Route 504	Dacula area anchored by Lawrenceville Transit Center	\$ 513,000	\$ 23,891,000	Gwinnett County
FB505	Flex Bus Expansion Route 505	Area along Lawrenceville-Suwanee Road anchored by Lawrenceville Transit Center and McGinnis Ferry Park-and-Ride	\$ 513,000	\$ 27,816,000	Gwinnett County
FB506	Flex Bus Expansion Route 506	Loganville and Grayson areas anchored by Lawrenceville Transit Center	\$ 513,000	\$ 24,875,000	Gwinnett County
FB507	Flex Bus Expansion Route 507	Hamilton Mill area anchored by Lawrenceville Transit Center and Braselton Park-and-Ride	\$ 615,000	\$ 27,899,000	Gwinnett County
PARA	Paratransit Service	Paratransit service area with 1.25 mile buffer from fixed route alignments and within Flex zones	\$ 2,460,000	\$ 183,474,000	Gwinnett County
GPTC	Gwinnett Place Transit Center Improvements	Gwinnett Place Transit Center adjacent to Gwinnett Place Mall; Improvements may include but are not limited to waiting areas, stop amenities, customer service facilities, and ticket vending	\$ 20,500,000	\$ -	N/A
IECTC	Infinite Energy Transit Center	Infinite Energy Center (specific location to be determined); Costs include the purchase/lease of property and the construction of a transfer center; The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	\$ 10,250,000	\$ -	N/A

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
GGCTC	Georgia Gwinnett College Transit Center	Georgia Gwinnett College (specific location to be determined); Costs include the purchase/lease of property and the construction of a transfer center; The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	\$ 10,250,000	\$ -	N/A
LTC	Lawrenceville Transit Center	Downtown Lawrenceville/GJAC (specific location to be determined); Costs include the purchase/lease of property and the construction of a transfer center; The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	\$ 30,750,000	\$ -	N/A
HARPNR	New Harbins Road Park-and-Ride	New park-and-ride to serve Dacula near Harbins Road at SR 316 (specific location to be determined); Costs include the purchase/lease of property and the construction of a lot including rider amenities.	\$ 15,375,000	\$ -	N/A
BUFPNR	New Buford Drive Park-and-Ride	New park-and-ride to serve Lawrenceville near Buford Drive at SR 316 (specific location to be determined); Costs include the purchase/lease of property and the construction of a lot including rider amenities	\$ 20,500,000	\$ -	N/A
BRSPNR	New Braselton Park-and-Ride	New park-and-ride to serve Braselton and northern portion of I-85 near Hamilton Mill Road and I-85 (specific location to be determined); Costs include the purchase/lease of property and the construction of a lot including rider amenities	\$ 10,250,000	\$ -	N/A
LGPNR	New Loganville Park-and-Ride	New park-and-ride to serve Loganville (specific location to be determined); Costs include the purchase/lease of property and the construction of a lot including rider amenities	\$ 10,250,000	\$ -	N/A
SGRPNR	Sugarloaf Park-and-Ride Upgrades	Existing Sugarloaf Park-and-Ride; Costs include upgrades to the Park-and-Ride facility that may include operational improvements and rider amenities	\$ 10,250,000	\$ -	N/A
985PNR	I-985 Park-and-Ride Upgrades	Existing I-985 Park-and-Ride; Costs include upgrades to the Park-and-Ride facility that may include operational improvements and rider amenities	\$ 15,375,000	\$ -	N/A
SNLPNR	Snellville Park-and-Ride Upgrade	Existing Snellville Park-and-Ride; Costs include upgrades to the Park-and-Ride facility that may include operational improvements and rider amenities	\$ 10,250,000	\$ -	N/A
MCGPNR	McGinnis Ferry Direct Access Ramps and Park-and-Ride	New park-and-ride and direct access ramps near McGinnis Ferry Rd and I-85 (specific location to be determined); Costs include construction of new Park-and-Ride lot and direct access ramps for transit vehicles connecting to the I-85 Express Lane system	\$ 76,875,000	\$ -	N/A

Exhibit "A"
List of transit projects to be submitted to the ATL for referendum

Project ID	Name of Project	Project Description	Capital Cost (2019\$)	20-Year O&M Cost (2019\$)	Operator
PTCPNR	Peachtree Corners Park-and-Ride	New park-and-ride in Peachtree Corners (specific location to be determined); Costs include the purchase/lease of property and the construction of a lot including rider amenities	\$ 20,500,000	\$ -	N/A
LMAINT	Lawrenceville Maintenance Facility	New maintenance facility in the Lawrenceville area (specific location to be determined); Costs include the purchase of property and construction of a maintenance facility to serve the eastern portion of the expanded GCT network	\$ 39,267,000	\$ -	N/A
VAN	Vanpool Subsidy	Vanpool subsidy that will be available Countywide	\$ -	\$ 15,525,000	Gwinnett County
TNC	TNC/Rideshare Subsidy	Subsidy for areas of the County that will not have access to traditional transit service (specific service requirements to be determined)	\$ -	\$ 4,140,000	Gwinnett County
BKPED	Bike/Pedestrian Access Improvements	Improvements across the full GCT network; Funding to enhance bike and pedestrian access to transit	\$ 95,385,000	\$ -	N/A
TECH	System Technology Upgrades	Funding to improve systemwide technology and allow for system to take advantage of innovation opportunities	\$ 57,604,000	\$ -	N/A
FBCAP	Flex Service Capital	Flex zone areas; Funding to ensure that Flex service backend technology and systems are upgraded as technology improves	\$ 2,050,000	\$ -	N/A
LBSUPG	Local Bus Stop Upgrades	Countywide upgrades to local bus stops across the full GCT network; Upgrades can include but are not limited to high-quality shelters, lighting, and informational/real-time signage	\$ 164,723,000	\$ -	N/A
FLTSP	Fleet TSP Enhancements	Funding to fully upgrade vehicle fleet to be able to utilize transit signal priority technology	\$ 2,851,000	\$ -	N/A
FLTSGR	Bus Replacement and Rehab	Funding to ensure state-of-good repair of vehicle fleet by replacing vehicles at the end of their typical useful life	\$ 407,617,000	\$ -	N/A
SRML	SR 316 Managed Lanes Support	Seed funding to supplement other sources for the construction of Managed Lanes on SR 316	\$ 51,250,000	\$ -	N/A

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200471	20190728		
Department:	Water Resources		Date Submitted: 05/01/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - DG		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
to renew BL012-19, coatings restoration on an annual contract (August 7, 2020 through August 6, 2021), with A&D Painting, Inc.; All American Markets dba MOPAC; Baker Building Services, Inc.; CROM, LLC, dba CROM Coatings and Restoration; and Llamas Coatings, Inc., base bid \$1,000,000.00 (negotiated cost savings of approximately \$13,000.00).			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature?	No	
Staff Recommendation	Approval		
Department Head	tsrichards (5/22/2020)		
Attorney	fsfields (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$1,000,000	mbwoods (5/28/2020)
Finance Comments	* The balance in various projects is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2020, \$500,000 is allocated, and for FY2021, \$500,000 is subject to budget approval.			FinDir's Initials
				bjaalexzulian (5/28/2020)

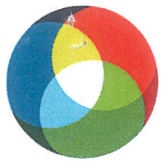
☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – BL012-19
Coatings Restoration on an Annual Contract

PURPOSE:	This contract will be used to repair failed coatings at water and wastewater facilities throughout Gwinnett County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$1,000,000.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$8,000,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$854,893.50
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	1% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	Analysis reveals market prices have increased by approximately 2%. However, the current providers have agreed to a 1% increase.
CONTRACT TERM:	August 7, 2020 through August 6, 2021

COMMENTS: *Through successful negotiations, a cost savings of approximately \$13,000.00 was achieved without any reduction in the scope of this contract.



MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Tyler Richards ^{TK}
Director, Department of Water Resources

FROM: Charlie Roberts ^{CR}
Deputy Director, Department of Water Resources

SUBJECT: Recommendation for Renewal of BL012-19 Coatings Restoration on an Annual Contract

DATE: March 20, 2020

REQUESTED ACTION

The Department of Water Resources (DWR) recommends renewal of the above referenced contract with A&D Painting, Inc., MOPAC Consolidated Plant & Building Services, Baker Building Services, Llamas Coatings, Inc., and The Crom Corporation in the amount of \$1,000,000.00.

DESCRIPTION

This contract is used for products and services to repair failed coatings at DWR's water production facilities, water reclamation facilities, and pump stations throughout the county. The coatings may be applied on piping and associated appurtenances and supports, interior and exterior walls, and floors on concrete and brick/mortar structures and coated elements within structures.

FINANCIAL

1. Estimated amount to be spent: \$1,000,000.00
2. Projected amount to be spent previous contract period: \$854,893.50
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Michael Lanfreschi (DWR) Contact phone: 678-376-6835

ML TK

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	504	211000		50807000	M-0763-01-1-02	\$250,000.00	25%
2020	504	211000		50807000	M-0747-01-1-02	\$150,000.00	15%
2020	504	211000		50807000	M-0742-01-1-02	\$100,000.00	10%
2021	504	211000		50807000	M-1189-01-1-02	\$100,000.00	10%
2021	504	211000		50807000	M-1190-01-1-02	\$100,000.00	10%
2021	504	211000		50807000	M-1191-01-1-02	\$100,000.00	10%
2021	504	211000		50807000	M-0747-01-1-02	\$150,000.00	15%
2021	504	211000		50807000	M-1187-01-1-02	\$25,000.00	2.5%
2021	504	211000		50807000	M-1188-01-1-02	\$25,000.00	2.5%
Total						\$1,000,000.00	100%

Transfer Required: Yes___ No X

cc: Michael Lanfreschi, Financial Division Director, DWR
Rich Hampton, Facility Operations Contract Section Manager, DWR

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200548	20190436		
Department:	Water Resources		Date Submitted: 05/26/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Purchasing - Brittany Taylor - SM		Public Hearing:
Agenda Type	Approval		Multiple Depts? No
Item of Business:	Locked by Purchasing No		
to renew OS005-17, purchase of products and services to support the Mission Communications system on an annual contract (August 2, 2020 through August 1, 2021), with Kazmier & Associates, Inc., base amount \$140,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization:	Chairman's Signature? No		
Staff Recommendation	Approval		
Department Head	tsrichards (5/28/2020)		
Attorney	fsfields (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$140,000	mbwoods (6/1/2020)
Finance Comments	* The current balance in License Support Agreements is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY 2020, \$56,000 is allocated and for FY 2021, \$84,000 is subject to budget approval.			FinDir's Initials
				wwweatherford (6/1/2020)

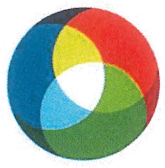
☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

SUMMARY – OS005-17**Purchase of Products and Services to Support the Mission Communications System on an Annual Contract**

PURPOSE:	This contract will be used for products and services to support the Mission Communications systems for the Department of Water Resources pump stations. The Mission Communications systems send crucial alarm information directly to dispatch if a malfunction occurs at the pump station and is a critical backup system to prevent sewage overflows.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$140,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$260,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$151,805.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 2, 2020 through August 1, 2021

COMMENTS:



MEMORANDUM

TO: Shelley McWhorter
Purchasing Associate III

THROUGH: Tyler Richards *TR*
Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation for Renewal of OS005-17 Purchase of Products and Services to Support the Mission Communications System on an Annual Contract

DATE: March 20, 2020

REQUESTED ACTION

The Department of Water Resources (DWR) recommends renewal of the above referenced contract to Mission Communications/Kazmier & Associates, Inc. in the amount of \$140,000.00.

DESCRIPTION

Department of Water Resources has 215 wastewater pump stations throughout Gwinnett County. The Mission Communications System sends crucial alarm information directly to dispatch if a malfunction occurs at a pump station and is a critical backup system to prevent sewage overflows. DWR uses this contract for products and services to support the Mission Communications System.

FINANCIAL

1. Estimated amount to be spent: \$140,000.00
2. Projected amount spent previous contract: \$151,805.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Michael Lanfreschi (DWR) Contact phone: 678-376-6835

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2020	501	111008	19080007	50401304		\$56,000.00	40%
2021	501	111008	19080007	50401304		\$84,000.00	60%
Total						\$140,000.00	100%

Transfer Required: Yes___ No X

cc: Michael Lanfreschi, Financial Manager, DWR
Deanna Payne, SCADA Maintenance Section Manager, DWR
Rich Hampton, Facility Operations Contract Section Manager, DWR

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200567			
Department:	Water Resources		Date Submitted: 05/28/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Johanna Costley		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts?
Item of Business:	Locked by Purchasing No		
<p>for the Chairman to execute an Encroachment Agreement with Colonial Pipeline Company for work associated with the Hopkins Creek Stanley Road Sewer Interceptor project. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo, Contract		
Authorization:	Chairman's Signature? Yes		
Staff Recommendation	Approval		
Department Head	tsrichards (5/28/2020)		
Attorney	fsfields (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/1/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



TO: Chairman
District Commissioners

THRU: Tyler Richards *TR*
Director, Department of Water Resources

FROM: Kristopher Campbell *KC*
Deputy Director, Department of Water Resources

SUBJECT: Governmental Encroachment Agreement with Colonial Pipeline Company
Hopkins Creek Stanley Road Sewer Interceptor – M-0750-89
District 3/Hunter

DATE: May 22, 2020

REQUESTED ACTION

The Department of Water Resources requests the Board of Commissioners approve and execute the Governmental Encroachment Agreement for Easement with Gwinnett County, the Gwinnett County Water and Sewerage Authority and Colonial Pipeline Company.

DESCRIPTION

The purpose of the project is to install a new gravity sanitary sewer interceptor from an existing sewer manhole located along Hopkins Creek, immediately south of State Route 316 to immediately north of Stanley Road. The project will decommission the Stanley Road Pump Station and facilitate future development within the Hopkins Creek sewer basin. Approximately 5,900 linear feet of 24-inch ductile iron pipe will be installed from an existing manhole south of State Route 316 to the Stanley Road Pump Station. The proposed sewer pipeline crosses an existing Colonial Pipeline Company easement, requiring Gwinnett County Department Water Resources to obtain an encroachment agreement from the Colonial Pipeline Company.



Project Name: Hopkins Creek Stanley Rd. Sewer Interceptor Project

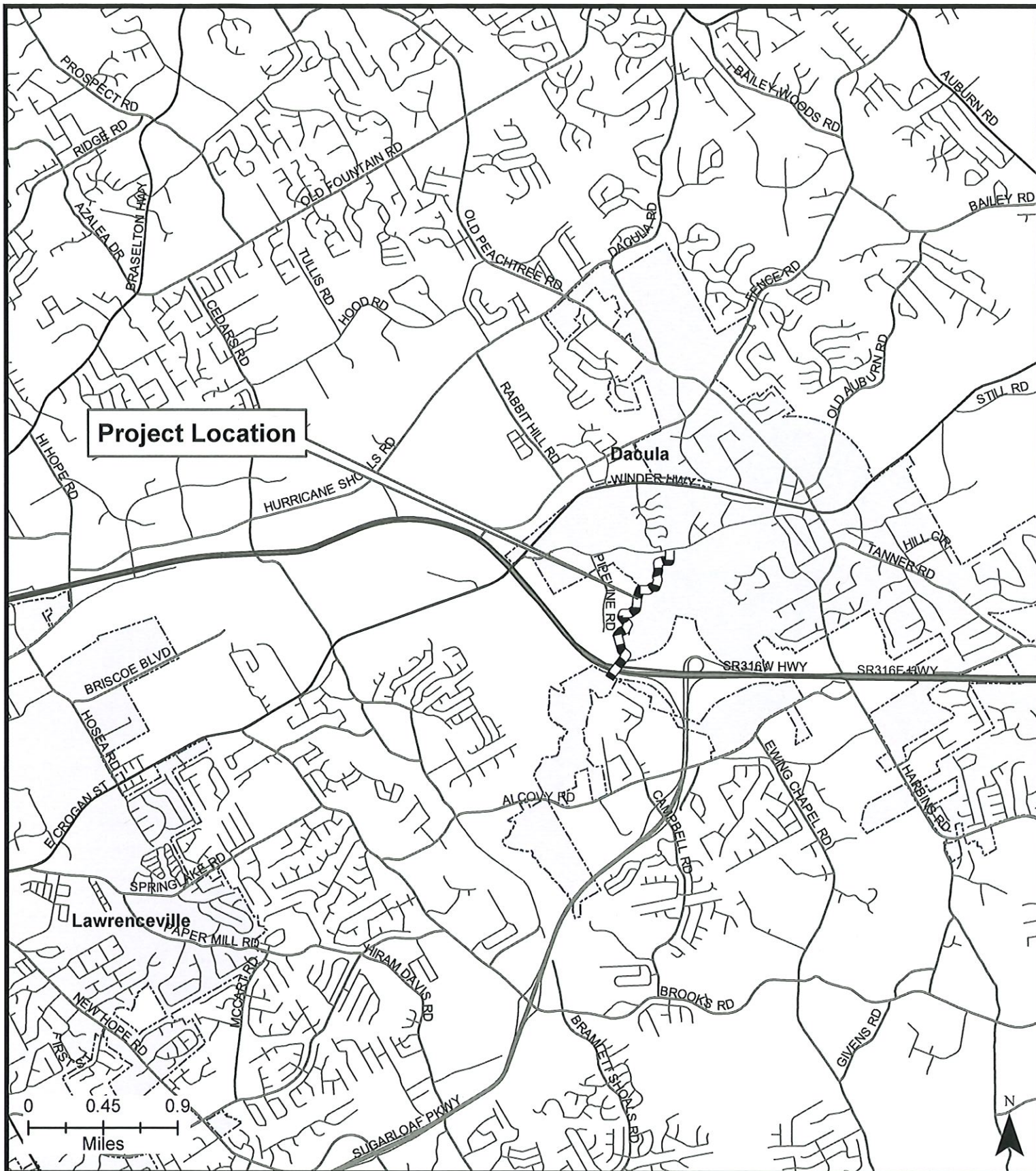
Project Number: M-0750-89

Commission District: 3 - Hunter

Project Description: The encroachment permit is to permit a new 24" gravity sewer crossing as part of the Hopkins Creek Stanley Rd. gravity sewer project. This project will provide sewer service option for the Hopkins Creek, Dacula sewer basins, and remove the Stanley Rd. pump station from service.



Date: 6/11/2020



Project Location

Dacula

Lawrenceville

Location



Project Name: Hopkins Creek Stanley Rd. Sewer Interceptor Project

Project Number: M0750-89

Commission District: 3 - Hunter



Date: 6/10/2020



ROW-F02
Colonial Pipeline Company
Encroachment Agreement

Colonial Pipeline Company
Robert Jack
3120 Parrott Avenue
Atlanta, GA 30318

Encroaching Party: 0502-205-20-09
Gwinnett County Water and Sewerage Authority
684 Winder Highway
Lawrenceville, GA 30045

Re: Encroachment Agreement – CPC Loc.0502, Tract No.205, Map Page 0502055M. Line No 1-40", Line No.2-36" at Hopkins Creek, City of Dacula, State of Georgia.

Colonial Pipeline Company has no objection to your proposed Sewer Facility encroaching upon Colonial's 40" line 1, and 36" line 2, petroleum products pipeline(s) as approved by Colonial's field representative, subject to the following conditions:

1. Notify State utilities protection center, in accordance with local, State and Federal laws. Colonial will not inspect or approve any work, until a locate notice (Dial 811) has been issued. Notify **Robert Jack** by cell phone at **678/223-5020** at least two (2) working days prior to any construction, subsequent maintenance, or repair, so that Colonial may provide a representative on the site. If he cannot be reached, then notify **Kevin Raley** at **706/891-7584**.
2. No excavation or construction is permitted over Colonial's pipeline(s) or within its right of way without a Colonial representative being present. The location of the pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances at the encroachment site, Colonial's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial's Representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the extremities of the pipelines. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY HAND.** Where hand excavation is required, the encroaching party must provide adequate manpower to perform that work. Subgrading, grading, and placement of fill over Colonial's pipeline(s) will require the approval of Colonial's field representative as to method and extent.
3. Full access must be maintained to the pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the pipeline(s), is not permitted, unless approved by the Colonial representative.

4. Underground utilities (i.e. storm drains, water lines, telephone, electric, etc.) may cross the easement, providing they maintain a minimum vertical clearance of twenty four (24) inches, **except where horizontal directional drilling methods are used, then sixty (60) inches will be required** over or under Colonial's pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the pipeline easement. All utility crossings of Colonial's pipeline(s) and respective easements must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the right of way being crossed.
5. Blasting within the immediate vicinity of Colonial's right of way shall be conditionally allowed. The contractor, planning blasting within 200 feet (61 m) of a pipeline or when scaled distance values at the pipeline are less than 50, must give advance notification of proposed blasting and submit a completed blasting plan (Form 3005), to be approved by Colonial, prior to the commencement of any blasting operations. A Colonial inspector is required to be on site to observe all drilling, loading, and blasting operations. The contractor shall provide in-progress seismic readings and blasting reports as required in Colonial Standard ES-13-108. All blasting operations must meet the requirements of this standard as well as Occupational Health and Safety regulations contained in CFR Title 29, Part 1926, Subpart U – Blasting and Use of Explosives.
6. Any erosion control measures required for your development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's right of way will require the approval of Colonial's field representative as to equipment and method. Under no circumstances shall water be impounded on the pipeline(s) right of way.
7. Upon request of the encroaching party, landowner or their agents, Colonial will determine the approximate location of its pipeline(s) and right of way limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its pipeline(s).
8. Original vegetation on Colonial's right of way shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's easement boundaries if Colonial's field representative deems it necessary; to ensure that contractor traffic does not travel over the pipeline(s).
9. Permanent structures are not permitted on the right of way. Manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles are considered permanent structures. No fences or temporary structures shall be allowed in the right of way without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.

10. Heavy equipment shall not be permitted to operate over the pipeline(s) unless earth padding has been provided to protect the pipeline from vibrating. Temporary equipment crossings over the pipeline(s) are permitted with six (6) vertical feet of cover over the pipeline(s) at selected locations as approved by Colonial's field representative. Depth of pipe as determined by test holes will determine amount of temporary fill required. Colored sheets of plastic shall be placed under the temporary fill at original grade so that original grade will not be disturbed when temporary fill is removed. No equipment or vehicles may be parked on the right of way. No material may be stored on the right of way.
11. The encroaching party acknowledges that Colonial's pipelines utilize impressed electrical current ("cathodic protection") for the protection of the steel. Only Colonial personnel will correct any loss of this protection caused by the encroaching party. The cost to correct this damage will be paid by the encroaching party. Further, encroaching party recognizes there may be some risk of damage to your facilities because they are in close proximity to said cathodic protection system and, therefore, any damages to encroaching party's facilities resulting from Colonial's impressed electric current shall be encroaching party's responsibility.
12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the right of way. In addition, no pipeline marker shall be obscured from public view.
13. Relocation or removal of Colonial's pipeline markers shall not be permitted without the approval of a Colonial representative. Pipeline markers made unusable or damaged shall be repaired or replaced at the encroaching party's expense.
14. Parallel occupancy of the pipeline's easement with road right of way, or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the easement as practical.
15. All proposed roadways, driveways and parking areas should maintain a minimum of four feet (4') from top of pipe to top road surface and three (3) feet minimum vertical cover in open drainage or road ditches. Colonial's Engineering may increase these minimum requirements as determined by a stress analysis of the pipe, and other variable conditions and factors. Colonial may consider concrete protection slabs, per Colonial's specifications as an option, to be installed to protect the pipeline(s).
16. Any and all pipeline(s) within the proposed road, parking, or railway area, will be excavated and visually inspected, with the possible reapplication of pipeline coatings applied, by a Colonial contractor, at the full expense of the encroaching party. Colonial requires that the pipeline coating system be evaluated for suitability of service in relation to the proposed encroachment. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at the developer's expense, upgrade the pipeline coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction. (NOTE: A Pipeline Accommodation Agreement for reimbursement to Colonial shall be executed between Colonial and the encroaching party prior to such adjustment.)

17. Cover above the pipeline(s) shall be a minimum of four (4) feet, and in general a maximum of six (6) feet, unless approved by the Right of Way Coordinator.
18. The burning of trash, debris, etc. shall not be permitted within Colonial's right of way.
19. Should any damage occur to the herein permitted encroachment, as a result of Colonial exercising any of its rights at any time, Colonial will not be responsible for said damage; and any expense or monetary cost involved in the repair of said damages will be borne by owners of said damaged encroachment.
20. To the extent allowed by the Laws of the State of Georgia, Encroaching party agrees to defend and hold Colonial Pipeline Company harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Colonial, or the respective employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, or repair of the herein permitted works, with the exception of claims due to the sole negligence of Colonial Pipeline Company.
21. This approval is granted only to the extent of and with no actual or implied diminishment of Colonial's rights and interests and without either express or implied warranty.
22. Fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any pipeline, with the approval of the field representative.
23. If the approximate location of the pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the pipeline(s) can best be found with test pitting.
24. If test pitting is required to determine the exact location, and elevation, of the pipeline(s), the Encroaching party agrees to notify the undersigned at least two (2) working days in advance, so that he may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the pipeline(s), and for the common verification of its location. All costs for this test pitting, and for the Colonial representative, will be borne by the encroaching party. Any engineering based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the encroaching party.
25. Colonial reserves the right to open, cut, excavate and dig across the proposed road, railway, sidewalks, avenues, utility lines, or any other encroachment herein granted by this agreement, and in any such event, Colonial shall not be liable for the restoration of same, or the payment of any damages to the encroaching party.

26. Excavation or grading which might result in erosion or which could render the right of way inaccessible shall not be permitted unless the encroaching party agrees to restore the area and provide protection to Colonial's pipeline(s). Any erosion control measures within the right of way including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.
27. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, then Colonial Pipeline shall have the right to reconsider the conditions and privileges herein granted, and have full right to alter same, dependant upon current protocol.
28. The encroaching party agrees that all work on Colonial's right of way shall be performed in a Workmanlike manner and in compliance with all applicable government and industry standards and codes.
29. Upon failure of the encroaching party, owner or his agents to comply with any of the Terms of this Agreement, Colonial will provide Encroaching Party with advance written notice of any intent to revoke this Agreement in its entirety, prevent same from continuing any activity in violation of the terms of this Agreement or its rights under its easements and prior agreements and make any necessary repairs or adjustments to its pipeline(s) or right of way with its own or contract forces at the expense of the party requesting the encroachment.
30. Colonial Pipeline Company will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.
31. Notwithstanding anything to the contrary in this Agreement, Encroaching Party is not allowed to perform the encroaching activities contemplated hereunder without first paying Colonial for any Accommodation Work necessary to be performed by Colonial to protect its pipeline(s) and rights of way from those encroaching activities. Additionally, if such Accommodation Work is required, the encroaching activities will not be initiated until said Accommodation Work is completed. Said Accommodation Work and estimate therefore should have been outlined in detail in previous correspondence to Encroaching Party. If such previous correspondence has not been received, Encroaching Party is required to request same.
32. Should your project be ongoing in close proximity to Colonial's pipeline(s) for an extended period of time, it will be necessary for a Colonial representative to be on-site for a significant duration. Accordingly, since such extended inspection time is outside the scope of Colonial's normal operations, you will be billed for that representative's time. Colonial's policy is to bill for any inspection time in excess of a total of 10 hours (cumulative for that project) and for any evening, weekend or holiday time.
33. This agreement approves only the work specified above all utility encroachments will need to be approved by the local inspector for Colonial Pipeline Company.

34. The following special conditions shall apply, and be required for this project.

N/A.

Please signify acceptance of the above conditions by a proper official in the space provided below, and return to the Right of Way Coordinator's office. Colonial Pipeline will notify you to proceed with your project upon receipt of the signed original.

Sincerely,



Colonial Pipeline Representative

Encroachment No.: 0502-205-20-09

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 2020.

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

BY: _____
(signature)

(name, typed or printed)

TITLE: _____
(typed or printed)

Original: Right of Way Department

ATTEST: _____
(signature)

(name, typed or printed)

TITLE: _____
(typed or printed)

GWINNETT COUNTY, GEORGIA

BY: _____

Charlotte J. Nash, Chairman
Gwinnett County

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial Witness

County Clerk

(SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200568			
Department:	Water Resources		Date Submitted: 05/28/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	Johanna Costley		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts?
Item of Business:	Locked by Purchasing No		
for the Chairman to execute an Encroachment Agreement with Atlanta Gas Light Company for work associated with the Parkview/Pinecrest Sewer Extension project. Subject to approval as to form by the Law Department.			
Attachments	Justification Letter, Contract		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	tsrichards (5/28/2020)		
Attorney	fsfields (6/4/2020)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (6/1/2020)
Finance Comments	*No budget impact.			FinDir's Initials
				wwweatherford (6/1/2020)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		



GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

TO: Chairman
District Commissioners

THRU: Tyler Richards *TR*
Director, Department of Water Resources

FROM: Kristopher Campbell *KC*
Deputy Director, Department of Water Resources

SUBJECT: Governmental Encroachment Agreement for Easement
Parkview/Pinecrest Sewer Extension – F-1049-03
District 1/Brooks

DATE: May 6, 2020

REQUESTED ACTION

The Department of Water Resources requests the Board of Commissioners approve and execute an Atlanta Gas Light Easement Encroachment Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority and Atlanta Gas Light Company.

DESCRIPTION

The purpose of the project is to extend a new gravity sanitary sewer from the existing Level Creek Interceptor in unincorporated Gwinnett to the existing Pinecrest pump station in the City of Sugar Hill. This project is part of the Intergovernmental Agreement between Gwinnett County, Gwinnett County Water and Sewerage Authority, and City of Sugar Hill for Water and Sewer Related Services. The project will decommission three existing pump stations and facilitate future development within the basin. Approximately 7,696 linear feet of 18-inch ductile iron pipe (DIP) will be installed from the existing Level Creek Interceptor to the Pinecrest pump station and an additional 421 linear feet of 8-inch DIP will allow the removal of the Parkview North and Parkview East pump stations. The proposed sewer pipeline crosses an existing Atlanta Gas Light Company easement, requiring the Department of Water Resources to obtain an encroachment agreement from the Atlanta Gas Light Company.



Project
Information

Project Name: Parkview Pinecrest Sewer Extension

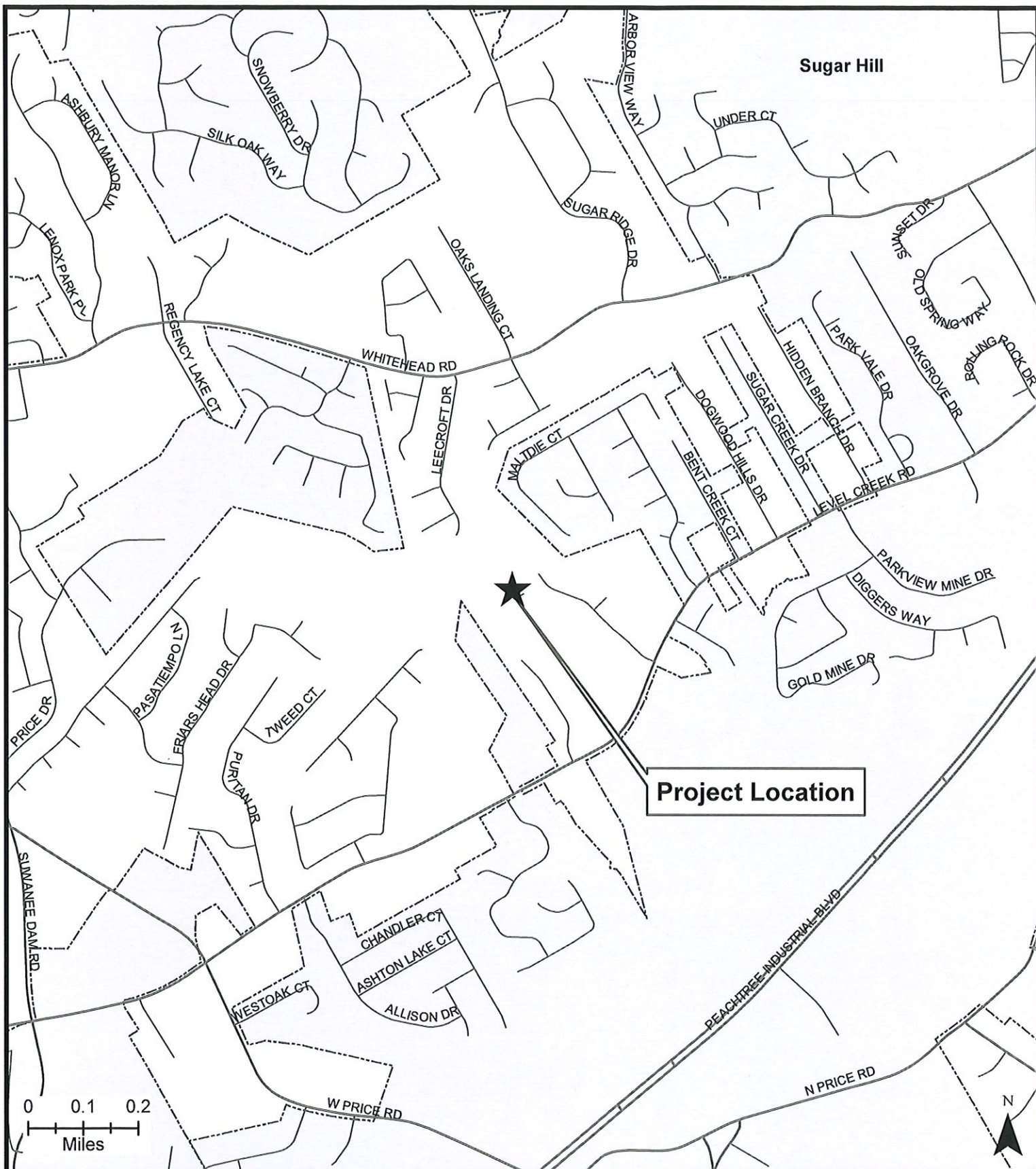
Project Number: F1049-03

Commission District: 1 - Brooks

Project Description: This encroachment permit is to permit a new 24" gravity sewer crossing as part of the larger Parkview Pinecrest gravity sewer project. This project will upsize and expand existing service area and remove three pump stations from service.



Date: 6/10/2020



Location



Project Name: **Parkview Pinecrest Sewer Extension**

Project Number: **F1049-03**

Commission District: **1 - Brooks**



Date: 6/10/2020



Atlanta Gas Light Company

ENCROACHMENT AGREEMENT

ROW-FORM: EN04
VER. 02112020

Ten Peachtree Place
Atlanta, GA 30309
ATTN: Department 6355

404.584.4000 phone
www.atlantagaslight.com

May 14, 2020

ENCROACHMENT NO.: ROWSOP-3330-282

CROSS REF.: AGL FILE# 3436

ATLANTA GAS LIGHT COMPANY, hereinafter called Grantor, hereby consents for **GWINNETT COUNTY AND GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY**, hereinafter called Grantee, to use an area within Grantor's right of way (Suwanee to Cumming 16" inch line) described as being seventy-five feet (75') in width and extending in part through Land Lot(s) 289, of the 7th District, n/a Section, Gwinnett County, Georgia, as shown on Exhibit "A", a copy of said Exhibit being attached hereto and made a part hereof.

The use of the area by Grantee of Grantor's right of way, pursuant to this consent shall be limited to the construction, installation, and maintenance of:

- a. Construct a new twenty-four inch (24") diameter gravity sewer line utilizing the Jack and Bore method of installation.
- b. Construct one (1) temporary gravel access drive for transfer of the equipment, materials and personnel to the construction site.

Due to the temporary access encroachment being parallel to the gas line, the route and installation of the gravel access drive shall be overseen by the AGLC Asset / Damage Prevention Representative. The existing grade of the AGLC gas easement is to remain unchanged. Upon completion of the project, the temporary access shall be removed, and the easement restored to its original condition. Said encroachment shall maintain a minimum of two feet (2') separation from Grantor's facilities. **A shielding material should be used on all metal pipes across the entire easement area.** It is specifically understood that no buildings, power or lighting poles, communication pedestals, power transformers, water hydrants, water meters, valves, drainage structures or any other obstructions of any type will be permitted on the subject right of way.

The plans and specifications as submitted by Grantee meet Grantor's approval provided Grantee conforms to the following terms and conditions:

1. Grantee agrees to obtain all necessary rights from the owners of the lands crossed by Grantor's right of way in the event Grantor does not own said lands and rights.
2. Grantee agrees to use said area within Grantor's right of way in such a manner as will not interfere with Grantor's facilities installed thereon. Grantee shall install said encroachment(s) with the minimum cover and or clearance specifications required by Grantor.
3. Grantee agrees that the use of Grantor's right of way as herein provided shall in no way affect the validity of Grantor's easements and shall in no way modify or restrict the use or rights of Grantor, its successors or assigns, in and to the area to be used. Grantee acknowledges Grantor's right and title to said easements and the priority of Grantor's right of use and hereby agrees not to resist or assail said priority.

4. The use of said area within said right of way by Grantee shall be at the sole risk and expense of Grantee, and Grantor is specifically relieved of any responsibility for damage to the encroaching facilities resulting or occurring from the use of said right of way by Grantor. Grantee covenants not to sue Grantor in that instance.
5. Grantee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Grantee from using on said right of way any tools, equipment or machinery in such a manner as will do damage to Grantor's facilities.
6. Notwithstanding anything contained herein, the Grantee agrees to reimburse Grantor for all cost and expense for any damage to Grantor's facilities resulting from the use by Grantee of said area within said right of way. Also, Grantee agrees that if in the opinion of Grantor, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change, raise or lower any of Grantor's facilities, to promptly reimburse Grantor for all cost and expense involved in such relocation, rearrangement, change, raising or lowering, of said facilities.
7. Grantee shall restore all areas affected by the construction within said area to as near as possible to the conditions and original lay of the land prior to said activities.
8. Grantee agrees to notify, or have its contractor notify, Grantor's Right of Way Department, located at Ten Peachtree Place N. E., Atlanta Georgia 30309, phone 404-584-3839 or preferably Tito Cintron, the area Asset Protection representative, phone 470-218-5996 at least five (5) business days prior to actual construction on Grantor's right of way.
9. Grantee hereby agrees to defend, indemnify, and hold harmless the Grantor from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons (including death) or damage to property (including damage to property of Grantor) attributable to or arising out of the use of said rights of way by Grantee, its agents, employees, contractors or any combination of these including but without limitation all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense. Provided, however, that the Grantee shall not be responsible to defend, indemnify or hold harmless the Grantor for losses or damages caused by or resulting from the sole negligence of the Grantor, its agents or employees. Grantor shall have the right, but not the obligation, to defend any suit against Grantor for which Grantee is obligated to indemnify Grantor. Grantee hereby agrees to cooperate with such defense. Upon Grantor's request, Grantee shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any such suit.

ADDITIONAL REQUIREMENTS

- A. No construction equipment or materials (if applicable) shall rest directly on top of pipeline(s).
- B. All equipment used during encroachment activity shall not change from the equipment listed on the attached SCG Contractor Equipment Information form.
- C. Grantee agrees to abide by the attached (if applicable) Stress Analysis findings regarding added matting, soil, etc. to protect the pipeline.

[Signatures on Following Page]

ATLANTA GAS LIGHT COMPANY

BY: Rob Hembree

TITLE: Director, Engineering

DATE: 05/20/2020

Grantee hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event Grantee fails to perform as herein provided or fails to fully execute this document by June 25, 2020, this agreement shall become void and no use of Grantor's right of way as herein provided for shall be made.

Gwinnett County Water and Sewerage Authority

BY: _____
Signature

Print Name

TITLE: _____

DATE: _____

Gwinnett County Board of Commissioners

BY: _____
Signature

Print Name

TITLE: _____

DATE: _____

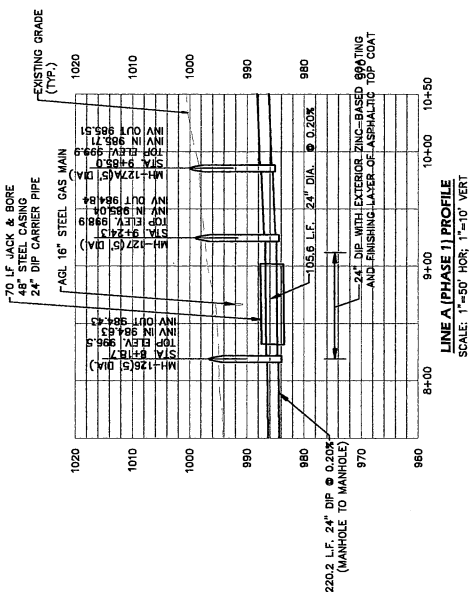
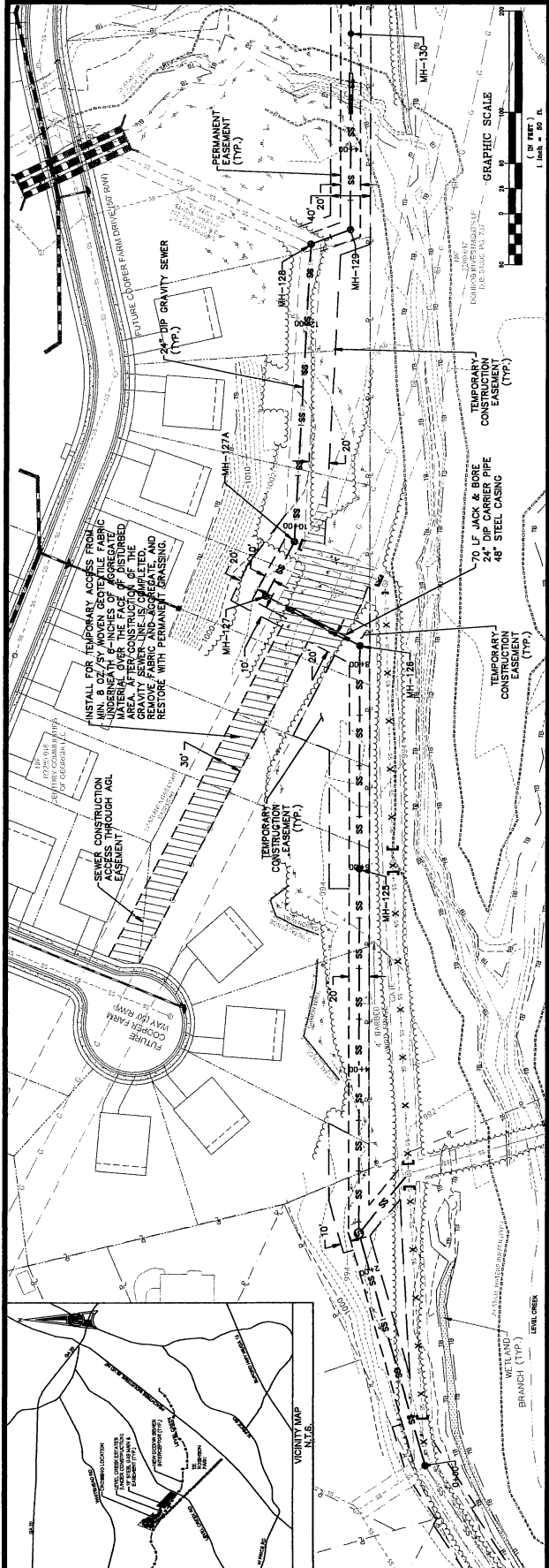


EXHIBIT A

I. CONTRACTOR EQUIPMENT INFORMATION FORM

(To be accompanied with Encroachment Request)



Contractor Equipment Information Form

Ver. 061417

Date: _____

Project or Development Name: _____

Construction Contractor Name or Logo: _____

Construction Contractor Contact Name & Phone #: _____

	Machine	Model	Weight	# Axels	# Tracks/ Tires	Track Width	Track Length
*Example	Hogzilla Grinder	HC 1462P	108,000 lbs.	N/A	2 Tracks	28"	17'
	CAT EXCAVATOR	336	86,000 lbs.	N/A	2 TRACKS	32"	16.5'
	JOHN DEERE LOADER	544J	29,000 lbs.	2	4 TIRES	N/A	N/A
	KOBELCO EXCAVATOR	135SR	31,000 lbs.	N/A	2 TRACKS	24"	12.25'
	TAKEUCHI LOADER	TL140	9,590 lbs.	N/A	2 TRACKS	18"	4.91'

Please fill in the above information and return to the Land Services Department via email to Mary Jo Diana mdiana@southernco.com and Melissa Vickery mickery@southernco.com or via regular mail to the following address:

Southern Company Gas
Dept. 1355
Ten Peachtree Place
Atlanta, GA 30309

Thank you,

Southern Company Gas
Land Services Department

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20200487			
Department:	Commissioners		Date Submitted: 05/07/2020
Working Session:	06/16/2020	Business Session:	06/16/2020
Submitted By:	dfkemp		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:			Locked by Purchasing <input type="checkbox"/> No
to fill the term of Greg Cantrell to the Development Advisory Committee. Member serves at the Pleasure of the Board. Chairman's Appointment			
Attachments	None		
Authorization: Chairman's Signature?	<input type="checkbox"/> No		
Staff Recommendation			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	Discussion	Vote	5-0; Nash-Yes; Brooks-Yes; Ku-Yes; Hunter-Yes; Fosque-Yes
Action	Tabled		
Tabled	05/19/2020		
Motion	Nash		
2nd by	Brooks		