

# WASTE COLLECTION and DISPOSAL AGREEMENT

This Agreement is made and entered into this 5<sup>th</sup>-day of **November, 2014**, by and between Tift County, hereinafter referred to as "Owner" and Golden Environmental, LLC, hereinafter referred to as "Contractor."

## **WITNESSETH:**

**WHEREAS**, the Owner published a request for proposals (RFP) to collect and dispose of residential, light commercial and commercial municipal solid waste for Tift County (hereinafter the "Service Area");

**WHEREAS**, Contractor responded to said RFP and was later selected to be the service Contractor;

**WHEREAS**, the Contractor understands that it must comply with all terms of this Agreement which includes the disposal of all waste collected under this agreement at the Tifton/Tift County Landfill (hereinafter "Landfill");

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the adequacy of which are hereby acknowledged by the parties, it is hereby agreed as follows:

## **1. DEFINITIONS**

As used herein, the following terms shall have the following definitions:

### **1.1 ACCEPTABLE SOLID WASTE:**

Mixed household solid waste, commercial solid waste, industrial solid waste, mixtures of household, commercial and industrial solid waste, and construction and demolition waste, all of which are permitted under the governing permits and applicable laws to be managed at the Landfill and that are not otherwise Unacceptable Solid Waste.

### **1.2 ANIMAL CARCASS:**

A deceased animal or portion thereof greater than ten pounds in weight that has expired from any cause except those slaughtered or killed for human use.

### **1.3 APPROVED CONTAINERS:**

- a. 90 to 100-gallon carts shall be provided by Contractor;
- b. Contractor shall provide carts for new customers and replacement of broken, damaged, or stolen carts.

### **1.4 BULKY WASTE:**

White goods, appliances, furniture and other materials with weights or volumes greater than those capable of being placed in Approved Containers, not to include construction demolition waste.

- 1.5 CONSTRUCTION AND DEMOLITION DEBRIS:**  
Waste building materials resulting from construction, remodeling, repair or demolition operations either residentially or commercially.
- 1.6 DOMESTIC WASTE:**  
Waste, garbage, rubbish and trash as are ordinarily generated at a residence or light commercial establishment. By way of example, such waste includes, but is not limited to, waste accumulated from the preparation, processing, consumption, handling, packing, canning, storage and decay of food products, food containers and other consumer goods containers, waste wood, paper, plant, crockery, cloth, glass, small appliances, such as, fans, toasters, lamps, small chairs, packing materials, floor sweepings, and deceased animal matter of less than 10 pounds.
- 1.7 ENVIRONMENTAL LAWS:**  
All applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation, or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.8 HAZARDOUS WASTE:**  
Any chemical, compound, mixture, substance or article which is now or later may be designated by the United States Environment Protection Agency or appropriate agency of the State to be "hazardous waste" as that term is defined by or pursuant to Federal or State law or regulation.
- 1.9 LANDFILL:**  
The Tifton/Tift County Landfill and the Tifton/Tift County Inert Landfill (hereinafter "Landfill") operated by the Owner.
- 1.10 COMMERCIAL UNIT:**  
A business unit within the Service Area which uses Approved Commercial Containers as defined herein.
- 1.11 LIGHT COMMERCIAL UNIT:**  
A business unit within the Service Area which uses an approved 90 – 100 gallon cart as defined herein.
- 1.12 REFUSE:**  
Domestic waste generated at a residential unit, light commercial unit or commercial unit unless the context otherwise requires.
- 1.13 RELEASE:**  
Any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface, water, groundwater, wetlands, lands or subsurface strata.

**1.14 RESIDENTIAL UNIT:**

A dwelling within the Service Area occupied by a person or group of persons. Each unit of an apartment, condominium dwelling or multi-family dwelling of any kind, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, Contractor will collect from each Residential Unit all domestic waste in Approved Containers.

**1.15 ROADSIDE:**

This term shall mean at or near the curb and mailbox in front of any residence or business easily visible and accessible to Contractor. Such area shall be at least within 3 to 6 feet from the edge of the road and shall not block mailbox.

**1.16 SPECIAL SERVICES:**

**a. Disabled Household:**

A residential Unit in which there is no one physically capable of placing Domestic Waste by the roadside, and which has registered with the Contractor on a form prescribed by the Contractor as a Disabled Household. Medical proof of disability may be required before this service may be provided. Contractor must comply with all HIPAA and other privacy laws in the management of the medical proof described herein.

**b. Other Discretionary Services:**

Contractor may provide special services to Subscribers on terms negotiated and agreed upon between the parties. However, when special services are being offered to any group of Subscribers, Contractor must notify in writing Owners of the intent to provide these services, the nature of said services and affirm that those services shall be available to all residents based on the same terms submitted to Owner for review and approval. These services may include but are not limited to:

- (i) Removal of yard waste exceeding mandatory pick-up requirements under this contract. (See 3.2(c)).
- (ii) Commercial recycling (See 3.2 (e)).

**1.17 UNACCEPTABLE SOLID WASTE:**

Any and all solid waste which the Landfill is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, recycled waste, and other materials deemed by state or federal law.

**a. For purposes of this Agreement, "Unacceptable Solid Waste" also means:**

- (i) Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous or otherwise ineligible for disposal at the applicable disposal facility;

(ii) Explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) Any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the applicable disposal facility or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility or has an unreasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- b. Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator of said waste and shall not be deemed to pass to OWNER at any time, even if improperly disposed of in Owner's landfill. Acceptable solid waste shall become property of Owner once legally and property disposed in the landfill.**

### **TERM OF AGREEMENT**

This Agreement shall be binding on all parties for a period of five (5) years beginning November 17<sup>th</sup>, 2014, and ending November 17<sup>th</sup>, 2019 (the "Term"). Upon the mutual agreement of the parties, this Agreement may be renewed for additional terms of single or multiple years. Prior to the end of the Term of this Agreement, the parties may enter into negotiations to establish acceptable terms for a new agreement or to extend this Agreement. Negotiations shall be completed no later than One Hundred Twenty (120) days prior to the end of the Term, and any new agreement or extension must be approved by Tift County in an open meeting and then executed in writing before any such agreement shall be binding on the parties. The parties may at the end of the Term, temporarily extend this Agreement while negotiating any new contract desired by the parties. Any extension period will be included in the definition of "Term". This Agreement is subject to the multi-year provisions of O.C.G.A. § 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the Agreement consistent with the provisions of this contract.

### **3. SERVICES**

#### **3.1 General Summary**

The services to be provided by the Contractor shall be for unincorporated Tift County. After collecting each unit, Contractor shall return containers to their normal positions, replace or properly handle trashcan covers, and be responsible for cleaning spills by its employees or in any way caused by its actions. Contractor shall not block or impair access to driveways or mailboxes.

### **3.2 Specific Services**

#### **(a) Collection of Residential Solid Waste**

The Contractor shall collect unincorporated Residential Solid Waste from all unincorporated Residential Premises who subscribe with the Contractor one (1) time per week at the Curbside. The Subscriber will receive a 90 - 100 gallon Cart from the Contractor. The Subscriber shall place only unincorporated Residential Solid Waste in the Cart and shall place the Cart at the Curbside no later than 7:00 a.m. on the designated collection day and in a location as determined appropriate by the Contractor. Contractor shall not be responsible for the collection of unincorporated Residential Solid Waste not placed in a Cart, from any Cart not in the proper location at the Curbside, or waste other than Residential Solid Waste, unless otherwise provided for in this Agreement.

The Contractor shall dispose of all unincorporated Residential Solid Waste at the Landfill and shall be responsible for the payment of all fees associated with disposal. The Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor shall pay those tipping fees set forth herein, the amounts of which for residential solid waste shall constitute the preferred rate for Contractor.

#### **(b) Collection of Bulky Waste**

The Contractor shall collect Bulky Items every other week from Subscribers on Contractor's scheduled collection days at the Curbside. Items shall be placed at Curbside by 7:00 a.m. on the designated collection day. Contractor shall be responsible for the proper disposal of all Bulky Items.

#### **(c) Collection of Yard Waste**

The Contractor shall collect Yard Waste from any residential subdivision having curb-and-gutter and any heavily populated residential service areas deemed necessary by Owner. Designated areas by the Owner will be listed in Addendum C, attached to this document and approved by all parties. Any additional residential areas not included in said Addendum, must be approved by both parties in writing and made part of Addendum C. Therefore, unless a residential service is listed in Addendum C, or otherwise stated herein, the collection of yard waste is not mandated by the Owner as a required Contractor service. However, any additional residential service area properly added to Addendum C shall require the Contractor to offer the collection of Yard Waste to Subscribers on the Contractor's regularly scheduled collection days. Contractor shall provide the collection of Yard Waste on an every other week basis. Yard Waste material shall be placed at the Curbside by 7:00 a.m. on the designated collection day. Yard Waste shall be stacked or bundled. Trees and stumps shall not exceed 6" in diameter, and cannot exceed 6 feet in length. Yard Waste material shall not exceed 5 cubic yards per collection. The Contractor shall be responsible for the proper disposal of all Yard Waste material. Trees and stumps that exceed 6" in diameter shall be considered a special service that is not included under the Agreement. The Contractor may negotiate with the Subscriber for the hauling and disposal of such items as a "special service" at a price negotiated and agreed upon by both parties. (See 1.16 above). To the extent the Contractor deviates from this provision of the Agreement and charges Subscribers for disposal of any and all yard waste otherwise covered under this Agreement, Contractor shall be subject to sanctions suitable for the infraction as determined by Owner including termination of this Agreement.

**(d) Collection of Light Commercial, Commercial/Industrial Waste:**

Contractor will provide collection of all unincorporated commercial customers currently serviced by the Owner. Contractor shall collect light commercial and commercial/industrial waste from residents, apartments, schools, institutional organizations, small businesses, manufacturing concerns, etc. This aspect of the work will be driven by customer demand, but generally may provide for the use of 90-100 gallon cans; four (4), six (6) and eight (8) yard dumpsters; and twenty (20), thirty (30), and forty (40) yard roll offs.

The contractor will service any unincorporated commercial container currently owned by the subscriber for the price listed herein. However, any new commercial account will obtain an approved container from the Contractor. Furthermore, as privately owned containers become unusable any and all new containers will be obtained from the contractor. **Disposal containers that have contents which decay or otherwise create odor shall be managed in a way so as not to create a persistent odor or unsanitary condition.**

**(e) Recycling**

The Contractor shall collect recyclables from all unincorporated Residential Premises who subscribe with the Contractor for curb side recycling. Curb side recycling collection will be every other week from a 90 gallon recycling container supplied by Contractor. Contractor shall be responsible for the disposal of recyclable waste through agreements negotiated between third party recycling agents.

Commercial recycling shall be provided by request to any unincorporated Commercial Subscriber, as a service to be negotiated between Subscriber and Contractor.

Recyclables properly placed in an approved recycling collection container, shall not be disposed of in the "landfill.

**(f) Carts**

Contractor shall furnish one (1) 90 – 100 gallon cart to every unincorporated Residential Waste Subscriber and one (1) 90 – 100 gallon cart to every unincorporated Residential Recycling Subscriber. Carts shall remain the Property of the Contractor. It shall be the responsibility of the Subscriber to properly use and safeguard the Carts. Contractor shall maintain carts in a reasonably good condition. Contractor shall have the right to charge Subscribers for the cost of repair or replacement of Carts, if such repair or replacement is required as a result of Subscriber's excessive abuse, gross neglect or intentional damage, or due to fire. Contractor shall replace carts at no additional charge due to theft. Carts shall be of the same color and style. The color shall be selected or agreed upon by the Owner. Subscribers may request one additional Cart for the approved contract price of (\$5.00), from Contractor for an additional volume of waste collection service. The additional can price agreed upon herein, by the Owner and the Contractor shall not increase unless agreed to by both parties.

**(g) Service Centers**

Contractor shall continue to operate the Pecan Street Convenient Center. The center will receive acceptable solid waste in blue bags sold by the Contractor. There will be no charge for recyclable waste, bulky items or yard debris at the Convenient Center. Convenient Center operational hours will be Monday thru Friday 7a.m. to 6p.m. and Saturday 7a.m. to 5p.m and mirror Contractors Holiday schedule. Contractor will not change the operational hours of the Center without the written consent of the owner.

**(h) Special Events**

Contractor shall provide roll-off containers to the Owner for special events sponsored by the City of Tifton and the City of Tifton shall be responsible for the payment of Landfill tipping fees.

**4. CONTRACTOR'S DELIVERY OF WASTE**

**4.1 Delivery of Acceptable Solid Waste to the Landfill:**

So long as this Agreement is in effect, Contractor shall deliver Acceptable Solid Waste collected in its Hauling Business to the Landfill. Contractor agrees that it shall not deliver any Unacceptable Solid Waste to the Landfill. Contractor shall promptly notify Owners of any information it obtains indicating that Unacceptable Solid Waste was delivered to the Landfill. If a delivery of solid waste is made which contains both Acceptable Solid Waste and Unacceptable Solid Waste, the entire delivery may, at Owners's option, constitute Unacceptable Solid Waste if the Unacceptable Solid Waste cannot be separated from the Acceptable Solid Waste through the reasonable efforts of Owners, as Contractor's agent to cause such separation, the cost of such separation to be paid by Contractor.

Failure to deliver any contracted waste under this Agreement collected within the service area to the Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

**4.2 Delivery of Acceptable Yard Waste to the Inert Landfill:**

So long as this Agreement is in effect, Contractor shall deliver Acceptable Yard Waste collected in its Hauling Business to the Inert Landfill. Failure to deliver any contracted yard waste under this Agreement collected within the service area to the Inert Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

**4.3 Authorizations; Compliance with Law:**

Contractor shall obtain or make available, as the case may be, all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment or delivery of waste contemplated hereby, whether Acceptable Solid Waste or Unacceptable Solid Waste. Contractor's activities hereunder shall comply in all material respects with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of solid waste; provided, however, that the terms of this Agreement shall govern the obligations of the Contractor where conflicting ordinances exist.

**4.4 Waste Delivery Vehicles:**

Contractor shall deliver Acceptable Solid Waste to the Landfill at its expense, in enclosed container vehicles or enclosed compactor vehicles complying in all material respects with all applicable regulations or procedures which are required by any governmental entity, including, but not limited to, any local rules and the permits pertaining to the Landfill.

## 5. OWNERS'S MANAGEMENT OF WASTE

### 5.1 Landfill Operations Generally:

Contractor understands that the Landfill is owned jointly by the City of Tifton and Tift County and is operated as a department known as "Tifton/Tift County Solid Waste Collection and Disposal". Although the Owners are the contracting authority for this Agreement, the day to day management of this contract, as well as Contractor's relationship with the Landfill, shall be managed through this department and its department head or his or her designee.

Throughout the Term of this Agreement, Owners agrees to:

- a. Provide equipment, material and personnel sufficient to accept Contractor's solid waste at the Landfill; and,
- b. Keep the Landfill open for receiving waste based on the following schedule:  
  
7:00 a.m. to 5:00 p.m Monday through Friday  
8:00 a.m. to 12:00 p.m. on Saturday  
7:00 a.m. to 2:00 p.m. on all holidays referenced herein except Thanksgiving Day, Christmas Day, as the landfill will be closed on these holidays

### 5.2 Procedures:

The management and disposal of acceptable solid waste at the Landfill shall be regulated by procedures applicable generally to customers utilizing the Landfill reasonably determined by Owners, through the Landfill management, and provided to Contractor in writing or posted at the Landfill. Owners may modify such prodecures from time to time and shall provide prompt notice of any such modification to the Contractor.

### 5.3 Acceptance of Acceptable Solid Waste:

During the Term of this Agreement, Owners shall accept Acceptable Solid Waste that the Contractor delivers in accordance with the terms of this Agreement. Owners shall have the right in its reasonable discretion to reject delivery of any solid waste offered for acceptance by Contractor that does not constitute Acceptable Solid Waste.

### 5.4 Rejection of Unacceptable Solid Waste:

If Contractor delivers Unacceptable Solid Waste to the Landfill, Owners may:

- a. Reject acceptance of such Unacceptable Solid Waste at the Contractor's expense, or
- b. If Owners do not discover such Unacceptable Solid Waste in time to reject and reload such Unacceptable Solid Waste, after giving Contractor telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Solid Waste, Owners may remove such Unacceptable Solid Waste to a location or facility fully authorized to accept such type of waste in accordance with all applicable federal, state and local laws and regulations and charge Contractor all reasonable direct costs incurred due to delivery of such Unacceptable Waste, unless Contractor otherwise elects to arrange for the management of such waste. If Contractor elects to manage such Unacceptable Solid Waste, it shall do so within a reasonable period of time as Owners shall deem necessary or appropriate in connection with the operation of the Landfill, including without limitation, the preservation of the health and safety of its employees. If, after electing to

do so, Contractor does not arrange for the management of the Unacceptable Solid Waste within the prescribed time period, Owners may so arrange as Contractor's agent, without further notice to Contractor, and at Contractor's expense. Notwithstanding the foregoing, no notice to Contractor shall be required to manage Unacceptable Solid Waste as Contractor's agent in emergency situations where in the reasonable, good faith judgment of Owners a delay in such management would constitute a hazard to the Landfill, or any person on, about or near the premises. Owners will use reasonable efforts to provide telephone notice to Contractor that such emergency disposal will occur.

**6. SERVICE AREA**

The Service Area shall include all unincorporated Tift County for residential, light commercial and commercial collection.

**7. METHOD OF CONTACT**

All dealings, contacts, etc., between the Contractor and the Owner shall be directed to the Owners County Manager. The Contractor shall designate its contact in writing to the Owners.

**8. COLLECTION HOURS AND DAYS OF OPERATION**

**8.1 Hours of Operation**

Collection of Residential Solid Waste shall not start before 7:00 a.m. and shall be conducted on weekdays only; except in the event of holidays or unavoidable equipment issues which prevent compliance with this provision on a short term basis.

**8.2 Collection Routes**

Residential collection routes shall be established by the Contractor and provided to Owners. Contractor will provide each resident with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

Commercial/industrial routes shall be established by the Contractor and provided to Owners. Contractor will provide each Subscriber with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

There shall be no changes in routes which are not first approved by Owners. Notice shall also be given to the Owners in writing, said notice to be provided no later than two weeks prior to the change of routes. Owners shall not unreasonably delay their approval of the same and approval shall be liberally granted in the absence of material concerns over service delivery. Anytime there is an approved route change, day of collection change, or other change that will impact customers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

### **8.3 Holidays**

Contractor shall observe the following holidays:

THANKSGIVING  
CHRISTMAS DAY

Contractor may observe the following holidays:

NEW YEARS DAY  
MARTIN LUTHER KING'S BIRTHDAY (3RD MONDAY IN JANUARY)  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY (1ST MONDAY IN SEPTEMBER)  
CHRISTMAS EVE

In the event that the Landfill is closed in observance of holidays not provided herein, Landfill shall give two weeks' notice of said closure to Contractor and Contractor may correspondingly observe said day as a holiday. The observance of any or all of the above holidays may be accompanied by the suspension of collection services on that holiday, provided, however, the Contractor shall cause the collection of solid waste, bulky items, yard waste or recyclables on the day following the holiday for those Subscribers whose collection day falls on the observed holiday.

### **8.4 Complaints**

All subscriber complaints about services shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the Residential Solid Waste not collected within 24 hours after the complaint is received.

Contractor shall establish a written policy for addressing Subscriber complaints as well as a methodology for documenting said complaint, the resolution of that complaint, and the duration of time associated with said resolution. Contractor shall provide on a monthly basis to Owner a statistical summary of those complaints, as well as a list of Subscribers lodging said complaints. Owner expects Contractor to exercise a high degree of professionalism in the resolution of any Subscriber complaint. Likewise, the efficiency with which complaints are resolved, and the satisfaction of the Subscriber with Contractor's solution shall be a criteria by which Contractor shall be evaluated under this Agreement. Habitual poor response and/or resolution to Subscriber complaints shall be a basis for Owners sanctioning in a manner suitable for the infraction as determined by Owners, including termination of this Agreement.

### **8.5 Local Office**

The Contractor shall maintain an office and telephone number in Tift County and shall at all times between the hours of 8:00 a.m. and 5:00 p.m. of each normal working day, excepting Saturday, Sunday and holidays, have an employee available at such telephone number with whom Subscribers, or County residents and the County, its employees or agents may communicate to discuss or refer and complaint or inquiry regarding waste collection and disposal service provided hereunder. Such office and facility shall be equipped with sufficient telephones to adequately handle normal contacts from residential and light commercial customers. Contractor shall provide approved and reliable communication equipment, such as radio or telephone, for communication between all collection vehicles and the Owner's office.

### **8.6 Collection Equipment and Personnel**

The Contractor shall provide an adequate number of standard waste collection vehicles, together with properly trained personnel, to provide waste collection services as required under the terms of the Agreement. All vehicles, cans, and other equipment shall be late model and specifically designed for collection of Residential Solid Waste material and shall have fully enclosed leak resistant compaction bodies. Vehicles and equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have clearly visible on each side the name and telephone number of the Contractor. Contractor will require all of its employees and personnel to be courteous and considerate to all citizens. Employees shall wear uniforms or an identifying shirt that signifies that they are an employee of the Contractor.

Any damage caused by the Contractor or Contractor's equipment will be immediately corrected at the Contractor's expense. This includes fluid leaks of any type.

### **8.7 Hauling**

All refuse hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

### **8.8 Access**

The Contractor shall provide collection services to all Subscribers, residential or commercial, located on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by Subscribers. Subscribers not accessible to standard waste collection vehicles or locations not currently being utilized by Subscribers, the Subscriber shall place Carts at an accessible location on a publicly-owned or private roadway agreed upon by the Subscriber and the Contractor. If Subscribers cannot place Carts or containers (or Residential Solid Waste material containerized in a manner acceptable to the Contractor for Collection) on publicly owned or private roadways accessible to standard waste collection vehicles and at locations currently being utilized by Subscribers, then the Contractor may offer to provide collection service at another location if the Subscriber agrees to compensate the Contractor for any additional costs incurred in providing such special service.

**8.9 Collection Day Changes:**

There shall be no changes to collections days or schedules without written notice to Owners said notice to be provided no later than two weeks prior to the change in collection days or schedules. Owners must approve any changes in Contractor's collection schedule. Anytime there is an approved change day of collection, or other change that will impact Subscribers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

**9. APPROVED CONTAINERS**

Garbage placed for collection by Residential Units, Light Commercial and Commercial Units shall be placed in Approved Containers as defined herein.

**10. EXTRAORDINARY MATERIALS**

Hazardous waste, animal carcasses, construction debris (all as defined herein), body wastes, abandoned vehicles, and large equipment and parts will not be collected by the Contractor under the terms of this contract. The Contractor, however, may collect such items under private agreement with residents and light commercial customers.

**11. COLLECTION RATES AND OTHER FEES**

Collection rates and other fees associated with this Agreement are attached hereto in Addendum A. All rates set forth in Addendum A with the exception of Rolloff Services include an approved container and corresponding tipping fee. Moreover, all rates set forth in Addendum A shall remain unchanged for three (3) calendar years from the execution of this Agreement. For this Agreement to be binding, Addendum A must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners.

The base rates for the collection of municipal solid waste and commercial waste may be reconsidered at the expiration of the three (3) year rate freeze. The base rate may be adjusted in the fourth year of this Agreement to match the percent increase, if any, in the consumer price index published by the Bureau of Labor Statistics of the United States Department of Labor, all items, for Urban Wage Earners and Clerical Workers, (The "CPI"). However the increase shall be no more than 2% in any one year. In determining the percentage change, the base period shall be at all times the CPI as of the date of this Agreement. The base rate shall be those rates set forth on Addendum A.

**12. DISPOSAL RATES:**

Disposal rates and other fees set by Owner associated with this Agreement are attached hereto as Addendum B. All rates set forth in Addendum B shall remain unchanged for three (3) calendar years from the execution of this Agreement. However, if tipping fees or other charges increase then Contractor, at his discretion, may also increase his price to accommodate for these changes in its cost structure. Any increases that Contractor may pass on to Subscribers as a result of increased fees from Owner shall be limited to those agreed upon amounts as set forth herein. For this Agreement to be binding, Addendum B must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners. If Owner raises its tipping fees or other charges within the three year Contractor rate freeze, the adjustments discussed herein shall not affect Contractor's right to adjust rates in the fourth and fifth years of this Agreement pursuant to appropriate changes in the CPI. The base rate in

this context shall be the appropriately approved rates occurring in connection with any change in Owner tipping fees or expenses. If Owner increases its disposal rates, the following formula shall govern Contractors maximum rate increase as a result thereof:

**RESIDENTIAL:**

For every \$1.00 increase per ton tipping fee, Contractor may raise its residential monthly rate by \$0.12 per month per can.

**COMMERCIAL:**

For every \$1.00 increase per ton tipping fee, Contractor may raise its commercial rate by \$0.10 per yard.

**13. CONTRACTOR INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless Owners and its subsidiaries and affiliates, and their respective directors, officers, agents and employees (the "Owners Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons, including any Owners Indemnified Parties, caused (i) by the breach of any material term, covenant, agreement or undertaking herein of Contractor or (ii) by the negligence or willful misconduct of Contractor.

**14. BILLING AND COLLECTION**

Billing and collection for unincorporated Residential Units, unincorporated Commercial/Industrial Units and unincorporated Light Commercial Units for Tift County shall be the responsibility of the Contractor. All complaints regarding billing shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention.

**15. INDEPENDENT CONTRACTOR STATUS AND CONTRACTOR PERSONNEL**

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

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name, as well as, appropriate reflective safety wear.

Each employee, subcontractor or assignee of Contractor who drives a vehicle pursuant to his or her duties under this contract shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment or services by the Contractor for reasons of age, race, sex, creed, religion, national origin or status of disability in violation of Federal or State law.

Services rendered by Contractor under this contract are not rendered as an Owners employee, and amounts paid under this contract do not constitute compensation paid to an employee. It is understood that the relationship of Contractor and the Owner is that of an independent contractor and the Owner does not retain control of the mode, manner and method of performance of the work associated with this Agreement. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States. The parties hereto expressly agree that Contractor, as an independent contractor, is not an

Owners agent or employee, and such as, is solely responsible for Contractor's own employment taxes, workers compensation premiums, and similar expenses and benefits. The Owners assumes no liability for the actions of Contractor or its agents or employees. This contract does not create any joint venture, partnership, undertaking, or business between the parties hereto, nor any rights or benefits to third parties.

**16. OWNERS EMPLOYEES**

The Contractor shall hire all Owner employees which currently provide collection services for Owner's collection and hauling operation. No employee shall be required to accept employment by the Contractor. Said employment is mandatory provided these employees pass any pre-employment drug screen and criminal background check.

If hired, these employees will be paid at a rate equal to or higher than their current hourly rate. They shall also be provided those benefits set out in Addendum G.

These employees shall be guaranteed one year employment by Contractor provided their performance, conduct, attendance and other employment responsibilities are minimally satisfactory to Contractor. Any pre-textual and unsubstantiated basis for termination of any employees transferring employment under this Agreement shall be a basis for terminating this Agreement with Contractor.

**17. PURCHASE OF EXISTING EQUIPMENT**

Contractor will purchase all usable commercial containers and all usable 90-100 gallon carts from the City of Tifton and Tift County for the lump sum of Seven Hundred Ten Thousand Dollars (\$710,000.00) and will be responsible for delivery, pick-up and replacement of additional carts. The inventory of carts and commercial containers is attached hereto as Addendum D and E respectively.

Contractor will purchase all equipment, listed on Addendum F, at the recycling center from the City of Tifton and Tift County for the lump sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) dollars.

**18. INSURANCE**

Contractor shall maintain in full force and effect insurance of the type and in the amount set forth below. Contractor shall furnish to the Owner with its execution and delivery of the Agreement and at each annual anniversary of the date of the Agreement, or at any time upon the Owner's request, certificates of insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force and certifying that the Owner shall receive 30 days' notice prior to any modification, revocation, cancellation or non-renewal of said insurance. No such insurance coverage shall have retentions or deductibles of the insured in excess of \$10,000 per occurrence.

<b>Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory
General Liability and Property Damage (Except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000.00 \$100,000
Excess Liability Umbrella	\$5,000,000 aggregate
Pollution and Environmental Liability	\$5,000,000 per occurrence and Remediation Coverage

The Owners shall be named as an "Additional Insured" on each such policy.

All insurance contracts or policies procured by Contractor pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the Owner and shall be issued and maintained by insurance companies authorized to do business in the State of Georgia and reasonably acceptable to the Owner.

Any failure to provide such evidence of, or to maintain, insurance as required by this Section shall be grounds for termination of the Agreement.

Contractor shall not be permitted to purchase any policy that allows payment of claims where costs and expense of litigation will diminish the required limits purchased pursuant to this liability contract.

**19. FORCE MAJEURE**

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

**20. GUARANTEE / CERTIFICATION**

The Contractor agrees to guarantee its actions pursuant to this agreement by providing to Owners either a performance bond acceptable to the Owners, or letters of personal guarantee from the Contractor, or a letter of credit from a banking institution authorized to transact business in the State of Georgia and approved by the Owners.

**21. TERMINATION AND DEFAULT**

**21.1 Events of Default:**

Each of the following shall be an "Event of Default" under this Agreement:

- a. If either party fails to observe and perform any material term, covenant or agreement contained in the Agreement on its part to be performed and such failure continues for a period of 30 days after written notice specifying the nature of such failure and requesting that it be remedied; or
- b. Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.

- c. Contractor fails to pay any undisputed amounts, including without limitation any undisputed Disposal Fee or Transfer Station Fee, which become due hereunder, within 30 days after written notice of delinquency from Owners, or
- d. Contractor fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Contractor specifying the nature of such failure and requesting that it be remedied; or,

**22. REMEDIES ON DEFAULT**

Upon an Event of Default, following the applicable periods set forth above, the non-defaulting party shall have the option to terminate this Agreement in writing and pursue its right under this Agreement and under Georgia Law.

**23. TERMINATION**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the defaulting party written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may:

- a. Terminate this Agreement, as of any date which the said other party may select provided curing.
- b. Cure the breach or default created by the breaching party, at the expense of the breaching or defaulting party; and/or,
- c. Have recourse to any other right or remedy to which it may be entitled by law, including but not limited to, the right for all damage or loss or suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or of any subsequent breach or default.

**24. EXCLUSIVE CONTRACT**

The Contractor shall be the sole Franchised Contractor of the Owner to provide solid waste collection services on behalf of the Owner under the terms of the contract for the Service Area as defined herein.

**25. NOTICE**

A letter sent by certified United States mail to either party at the business addresses specified below shall be sufficient notice whenever required for any purpose in this contract. The addresses designated may be changed from time to time by written notice sent by certified U.S. mail as provided herein.

Contractor: Golden Environmental, LLC  
21 Farmers Market Road  
Tifton, Georgia 31794  
(229) 256-2883

Owners: Tift County Board of Commissioners  
c/o Office of the County Manager  
225 Tift Avenue, Room 204  
Tifton, Georgia 31793  
(229) 386-7850

**26. MODIFICATION**

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 all parties hereto. No contractual modification shall be binding on Owners in the absence of a legal vote by their governing boards.

**27. COMPLIANCE WITH LAWS**

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

**28. ASSIGNMENT**

This Agreement may not be assigned or otherwise transferred without the express written consent of the parties.

**29. GOVERNING LAW / JURISDICTION**

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance. Both parties agree that venue for any legal action pursuant to this Contract shall be in Tift County, Georgia.

**1. ENTIRE AGREEMENT**

This Contract and all exhibits hereto, contain the entire agreement between the parties. There are no other promises or conditions between the parties, either oral or written. This contract supersedes any prior oral or written agreements or contracts between the parties.

**IN WITNESS WHEREOF**, this agreement has been executed in duplicate original on the date and year first above mentioned.

**TIFT COUNTY**

By: [Signature]

Title: Chairman

Witness:

[Signature]

**GOLDEN ENVIRONMENTAL, LLC**

By: [Signature]

Title: President

Witness:

[Signature]

**ADDENDUM A**

**RATE**

1. **Residential Municipal Solid Waste Tift County**

\$15.13

- Includes RMSW, Yard Waste Bulky Items, recyclables

- Additional Cart

\$5.00

2. **Commercial Rates:**

Contractor Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
90-100 Gallon Light Commercial				\$20.00					
Four Yard Container	\$75.00	\$60.00	\$50.00	\$55.90	\$111.80	\$167.70	\$223.60	\$279.50	\$335.40
Six Yard Container	\$85.00	\$70.00	\$60.00	\$83.85	\$167.70	\$251.55	\$335.40	\$419.25	\$503.10
Eight Yard Container	\$95.00	\$80.00	\$80.00	\$111.80	\$223.60	\$335.40	\$447.20	\$559.00	\$670.80

Subscriber Owned	Call In	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Four Yard Container	\$50.00	\$50.00	\$45.00	\$50.90	\$106.80	\$162.70	\$218.60	\$274.50	\$330.40
Six Yard Container	\$60.00	\$60.00	\$55.00	\$77.85	\$162.70	\$256.55	\$330.40	\$414.25	\$498.10
Eight Yard Container	\$75.00	\$75.00	\$75.00	\$106.80	\$218.60	\$330.40	\$442.20	\$554.00	\$665.80

One Time Rolloff Pricing	DELIVERY PRICE	PICK-UP PRICE	TOTAL COST + TIPPING FEE
Twenty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total
Thirty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total
Forty Yard Rolloff	\$50.00	\$100.00	\$50.00 + \$100.00 + Tipping Fee = Total

3. Commercial Recycling Rates:

Contractor Owned	1 x Month	2 x Month	1 x Week	2 x Week	3 x Week
Six Yard Container	\$18.50	\$25.00	\$51.60	\$103.20	\$154.80
Eight Yard Container	\$22.00	\$32.00	\$68.80	\$137.60	\$206.40

3a. Contractor shall be responsible for Commercial Recycling Customers with 4 yard compactors. The Contractor will be responsible for negotiating a contract managing transfer of any existing agreements between third party recycling agents and the Contractor.

4. Service Centers:

- Purchase Blue Bag from Contractor \$1.50
- No Charge for Recyclables
- No Charge for Yard Waste
- No Charge for Bulky Items

TIFT COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
Chairman

COUNTY CLERK: \_\_\_\_\_

*[Handwritten Signature]*

GOLDEN ENVIRONMENTAL, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
President

**ADDENDUM B**

1. Land Fill Disposal Rates

- All forms of approved waste \$38.50/ton
- All waste collection pursuant to this Agreement must be disposed in the Landfill, except unacceptable waste, recyclables and that waste which can otherwise be disposed of in the Tifton/Tift County Inert Land Fill

2. Inert Land Fill

Wood

- Minimum charge for any load less than 1,200 pounds \$15.00/ton  
\$9.50/ton
- Loads between 1,200 and 2,000 pounds Pro rata of ton price
- Any load >2,000 pounds, ton price and pro rata for weight exceeding a ton unit

Concrete

\$6.50/ton

**TIFT COUNTY**

By: \_\_\_\_\_

Title: Chairman

COUNTY CLERK: \_\_\_\_\_

Ollynda Hemby

**GOLDEN ENVIRONMENTAL, LLC**

By: \_\_\_\_\_

Title: Pres. Int

### **ADDENDUM C**

The Contractor shall collect yard waste from any residential subdivision having curb-and-gutter and any heavily populated residential service areas deemed necessary by owner. All designated service areas by owner will be listed in this Addendum:

- 1.

**TIFT COUNTY**

By: [Signature]  
Title: Chairman

COUNTY CLERK: [Signature]

**GOLDEN ENVIRONMENTAL, LLC**

By: [Signature]  
Title: President

**ADDENDUM D**

**INVENTORY OF CANS AND DUMPSTERS**

Approximately 9,665 – 95 gallon Residential Containers

Approximately 525 – 65 gallon Senior Residential Containers

Approximately 311 – 4 yard dumpsters

Approximately 134 – 6 yard dumpsters

Approximately 149 - 8 yard dumpsters

All Old Dumpsters at the Recycling Facility

**TIFT COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
Chairman

**COUNTY CLERK:** \_\_\_\_\_

*[Handwritten Signature]*

**GOLDEN ENVIRONMENTAL, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
President

ADDENDUM E

99  
27  
126

LANDFILL

1029 LF	2002 Peterbilt	Cable Roll Off	Diesel	Cummins 360	Allison Auto	1NPZL00X02D714290	bad motor
1031-09 LF	2009 Peterbilt	Cable Roll Off	Diesel	Cummins 360	Allison Auto	3BPZL00X20F718904	
1032 LF	Lewis Steel	Roll-off Bin 30 yard				71391	
1033 LF	Lewis Steel	Roll-off Bin 30 yard				71344	
1034 LF	Lewis Steel	Roll-off Bin 30 yard				71771	
1035 LF	Lewis Steel	Roll-off Bin 30 yard				71375	
1036 LF	Lewis Steel	Roll-off Bin 30 yard				71772	
1037 LF	Lewis Steel	Roll-off Bin 30 yard				71770	
1038 LF	Lewis Steel	Roll-off Bin 30 yard				71758	
1039 LF	Lewis Steel	Roll-off Bin 30 yard				71769	
1040 LF	Lewis Steel	Roll-off Bin 30 yard				71759	
1041 LF	Lewis Steel	Roll-off Bin 30 yard				71767	
1042 LF	Lewis Steel	Roll-off Bin 40 yard				73027	
1043 LF	Lewis Steel	Roll-off Bin 40 yard				73024	
1044 LF	Lewis Steel	Roll-off Bin 40 yard				73028	
1045 LF	Lewis Steel	Roll-off Bin 40 yard				71625	
1046 LF	Lewis Steel	Roll-off Bin 40 yard				71626	
1047 LF	Lewis Steel	Roll-off Bin 40 yard				73029	
1048 LF	Lewis Steel	Roll-off Bin 40 yard				71622	
1049 LF	Lewis Steel	Roll-off Bin 40 yard				71623	
1050 LF	Lewis Steel	Roll-off Bin 20 yard				71803	
1051 LF	Lewis Steel	Roll-off Bin 20 yard				71807	
1052 LF	Lewis Steel	Roll-off Bin 20 yard				71801	
1053 LF	Lewis Steel	Roll-off Bin 20 yard				71501	
1054 LF	Lewis Steel	Roll-off Bin 20 yard				71502	
1055 LF	Lewis Steel	Roll-off Bin 20 yard				71800	
1056 LF	Lewis Steel	Roll-off Bin 20 yard				71802	
1057 LF	Lewis Steel	Roll-off Bin 20 yard				71804	
1058 LF	Lewis Steel	Roll-off Bin 20 yard				61619	

## ADDENDUM E CONT.

1059 LF	Lewis Steel	Roll-off Bin 20 yard	71805
1060 LF	Lewis Steel	Roll-off Bin 20 yard	71504
1061 LF	Lewis Steel	Roll-off Bin 20 yard	71500
1062 LF	Lewis Steel	Roll-off Bin 20 yard	71799
1063 LF	Lewis Steel	Roll-off Bin 20 yard	71503
1064 LF	Lewis Steel	Roll-off Bin 20 yard	71808
1065 LF	Lewis Steel	Roll-off Bin 40 yard	208 VOLTZ 74250
1066 LF	Lewis Steel	Roll-off Bin 40 yard	460 VOLTZ 74249
1067 LF	Lewis Steel	Roll-off Bin 20 yard	61620
1068 LF	Lewis Steel	Roll-off Bin 20 yard	71408
1069 LF	Lewis Steel	Roll-off Bin 20 yard	71409
1071 LF	Lewis Steel	Roll-off Bin 20 yard	71413
1072 LF	Lewis Steel	Roll-off Bin 40 yard	73025
1073 LF	Lewis Steel	Roll-off Bin 40 yard	73026
1076 LF	Lewis Steel	Roll-off Bin 40 yard	79564
1077 LF	Lewis Steel	Roll-off Bin 40 yard	79565
1078 LF	Lewis Steel	Roll-off Bin 40 yard	79566
1079 LF	Lewis Steel	Roll-off Bin 40 yard	79563
1080 LF	Lewis Steel	Roll-off Bin 30 yard	79545
1081 LF	Lewis Steel	Roll-off Bin 40 yard	79549
1082 LF	Lewis Steel	Roll-off Bin 30 yard	79536
1083 LF	Lewis Steel	Roll-off Bin 30 yard	79548
1084 LF	Lewis Steel	Roll-off Bin 30 yard	79546
1085 LF	Lewis Steel	Roll-off Bin 30 yard	81697
1086 LF	Lewis Steel	Roll-off Bin 30 yard	81698
1087 LF	Lewis Steel	Roll-off Bin 30 yard	81699
1088 LF	Lewis Steel	Roll-off Bin 30 yard	81700
1089 LF	Lewis Steel	Roll-off Bin 30 yard	81701
1090 LF	Lewis Steel	Roll-off Bin 40 yard	# 76032
1091 LF	Lewis Steel	Roll-off Bin 40 yard	# CD1694
1092 LF	Lewis Steel	Roll-off Bin 40 yard	83518
1093 LF	Lewis Steel	Roll-off Bin 40 yard	83556
1094 LF	Lewis Steel	Roll-off Bin 40 yard	83519

## ADDENDUM E CONT.

1095 LF	Lewis Steel	Roll-off Bin 40 yard	83517
1096 LF	Lewis Steel	Roll-off Bin 40 yard	92838
1097 LF	Lewis Steel	Roll-off Bin 40 yard	92827
1098 LF	Lewis Steel	Roll-off Bin 40 yard	92847
1099 LF	Lewis Steel	Roll-off Bin 40 yard	92845
2000 LF	Lewis Steel	Roll-off Bin 30 yard	90450
2001 LF	Lewis Steel	Roll-off Bin 30 yard	90466
2002 LF	Lewis Steel	Roll-off Bin 30 yard	90432
2003 LF	Lewis Steel	Roll-off Bin 30 yard	90445
2004 LF	Lewis Steel	Roll-off Bin 30 yard	90453
2005 LF	Lewis Steel	Roll-off Bin 20 yard	92869
2006 LF	Lewis Steel	Roll-off Bin 20 yard	92872
2007 LF	Lewis Steel	Roll-off Bin 30 yard	90195
2008 LF	Lewis Steel	Roll-off Bin 40 yard	92837
2009 LF	Lewis Steel	Roll-off Bin 40 yard	92839
2010 LF	Lewis Steel	Roll-off Bin 30 yard	99093
2011 LF	Lewis Steel	Roll-off Bin 30 yard	99092
2012 LF	Lewis Steel	Roll-off Bin 30 yard	99089
2013 LF	Lewis Steel	Roll-off Bin 30 yard	99091
2014 LF	Lewis Steel	Roll-off Bin 30 yard	99097
2015 LF	Lewis Steel	Roll-off Bin 30 yard	101806
2016 LF	Lewis Steel	Roll-off Bin 30 yard	101812
2017 LF	Lewis Steel	Roll-off Bin 30 yard	101813
2018 LF	Lewis Steel	Roll-off Bin 30 yard	101810
2019 LF	Lewis Steel	Roll-off Bin 30 yard	101795
2020 LF	Lewis Steel	Roll-off Bin 40 yard	101379
2021 LF	Lewis Steel	Roll-off Bin 40 yard	101381
2022 LF	Lewis Steel	Roll-off Bin 40 yard	101380
2023 LF	Lewis Steel	Roll-off Bin 40 yard	101382
2024 LF	Lewis Steel	Roll-off Bin 30 yard	102424
2025 LF	Lewis Steel	Roll-off Bin 30 yard	102425
2026 LF	Lewis Steel	Roll-off Bin 30 yard	103459
2027 LF	Lewis Steel	Roll-off Bin 30 yard	103460

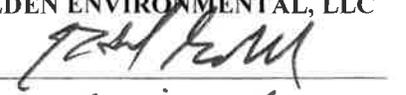
**ADDENDUM E CONT.**

2028 LF	Lewis Steel	Roll-off Bin 30 yard	103462
2029 LF	Lewis Steel	Roll-off Bin 30 yard	110387
2030 LF	Lewis Steel	Roll-off Bin 30 yard	110388
2031 LF	Lewis Steel	Roll-off Bin 30 yard	110389
2032 LF	Lewis Steel	Roll-off Bin 30 yard	110390
2033 LF	Lewis Steel	Roll-off Bin 30 yard	110394
2034 LF	Lewis Steel	Roll-off Bin 30 yard	5314
2035 LF	Lewis Steel	Roll-off Bin 30 yard	5315
2036 LF	Lewis Steel	Roll-off Bin 20 yard	5290
2037 LF	Lewis Steel	Roll-off Bin 20 yard	5293
2038 LF	Lewis Steel	Roll-off Bin 30 yard	5336
2039 LF	Lewis Steel	Roll-off Bin 30 yard	5338
2040 LF	Lewis Steel	Roll-off Bin 30 yard	5342
2041 LF	Lewis Steel	Roll-off Bin 30 yard	5340
2042 LF	Lewis Steel	Roll-off Bin 40 yard	5324
2043 LF	Lewis Steel	Roll-off Bin 40 yard	5325
2044 LF	Lewis Steel	Roll-off Bin 40 yard	5408
2045 LF	Lewis Steel	Roll-off Bin 40 yard	5409
2046 LF	Lewis Steel	Roll-off Bin 30 yard	61555
2047 LF	Lewis Steel	Roll-off Bin 30 yard	61556
2048 LF	Lewis Steel	Roll-off Bin 30 yard	61557
2049 LF	Lewis Steel	Roll-off Bin 30 yard	61558
2050 LF	Lewis Steel	Roll-off Bin 30 yard	61621
2051 LF	Lewis Steel	Roll-off Bin 30 yard	61622
2052 LF	Lewis Steel	Roll-off Bin 40 yard	61623
2053 LF	Lewis Steel	Roll-off Bin 40 yard	61627
2054 LF	Lewis Steel	Roll-off Bin 20 yard	7324
2055 LF	Lewis Steel	Roll-off Bin 20 yard	7325
2057 LF	Lewis Steel	Roll-off Bin 20 yard	7364
2058 LF	Lewis Steel	Roll-off Bin 30 yard	7038
2059 LF	Lewis Steel	Roll-off Bin 30 yard	63257
2060 LF	Lewis Steel	Roll-off Bin 30 yard	63258
2061 LF	Lewis Steel	Roll-off Bin 30 yard	63132

Contractor's purchase price for the items listed on Addendum E does not include 1029LF 2002 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 1NPZL00X92D714290 or 1031-09LF 2009 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 3BPZL00X29F718904. Likewise, the serial numbers associated with the roll off bins may not correlate exactly with the inventory purchased. Contractor is aware that discrepancies may exist and his purchase price is in consideration for 126 roll off containers listed on Addendum E.

**TIFT COUNTY**  
 By:   
 Title: Chairman

COUNTY CLERK: 

**GOLDEN ENVIRONMENTAL, LLC**  
 By:   
 Title: President



ADDENDUM G



**Employee Benefits**

- Based on the employee list provided in the request for proposal, each employee would continue at their current hourly rate or higher
- Average work week is 48 hours, with overtime paid over 40 hours at time and a half
- Golden Environmental provides uniforms at no cost to employees
- 6 paid holidays - New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas
- 5 paid vacation days for 0 - 5 years of service; 7 paid vacation days 6 - 9 years; additional 1/2 day per year for each year 10 and over
- 5 paid sick days
- 401k - 2013 match is 3.5%. Match amount is based on business success and is typically between 2.5 and 3.5%.
- Life insurance is available for purchase by the employee
- Christmas bonus, approximately of 1% of salary
- Vision insurance is available for purchase by the employee for approximately \$20/month
- Dental insurance is available for purchase by the employee for approximately \$25/month

**Major Medical**

Golden Environmental pays half of premiums for employees that choose health coverage. The employee chooses the level of health insurance (ie. individual, individual + spouse, family). I also mentioned that we have several insurance companies that provide health coverage, based on the health needs of the employee. These companies allow Golden Environmental to shop for the best coverage and premium based on individual health conditions.

**All current City of Tifton employees who become employees of Golden Environmental will maintain the same years of service that they have earned thru employment with the City of Tifton, as it pertains to accumulation of vacation days**

TIFT COUNTY

By: [Signature]  
Title: Chairman

COUNTY CLERK: [Signature]

GOLDEN ENVIRONMENTAL, LLC

By: [Signature]  
Title: President