



AGREEMENT FOR VENDOR/CONTRACTOR SERVICES

This Agreement for Vendor/Contractor Services is made and entered into this 6th day of March, 2023, between the **City of Powder Springs, Georgia**, a municipal corporation, and Waste Pro of Georgia, contracted Vendor /Contractor. The City of Powder Springs and Vendor/Contractor may hereafter be referred to as “**Party**” individually or collectively as the “**Parties.**”

W I T N E S S E T H:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Vendor/Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in Vendor/Contractor’s bid for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, “the attached quoted services”);

WHEREAS, Vendor/Contractor is knowledgeable and experienced in the attached quoted services required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Contract Time. Vendor/Contractor shall complete and/or perform attached quoted services within timeframe mutually agreed upon by both parties . All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Vendor/Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work by another contract or otherwise.
- Contract Price. Vendor/Contractor shall complete the Work for the agreed upon rates as dictated by the attached quote/qualified bid response – Exhibit A. The City of Powder Springs shall pay \$160 per pick-up of a 48-54’ trailer plus \$185 monthly rental for baled or compacted PET/HDPE bottles. The City of Powder Springs shall pay \$204 per pick-up of a 30-yard open dumpster plus \$92 monthly rental for aluminum and metal/tin cans. If market rates result in a rebate, Vendor/Contractor shall deduct market rate rebate for all three material types from the cost of hauling and container rental. If the market rates result in a processing fee, Vendor/Contractor will invoice the city for those fees.
- Agreement shall mean this written agreement between City and Contractor covering the work to be performed, including any and all exhibits hereto, said exhibits being incorporated herein by reference.
- Required Documentation. Vendor/Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or things required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon the Vendor/Contractor’s execution of the Agreement. (Security and Immigration Affidavit, W-9, etc.)
- Insurance. Required insurances (Liability, Worker’s Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which the Vendor/Contractor is required to obtain. Vendor/Contractor shall agree to waive all rights of subrogation against the City, the City council, the mayor, its officers, officials, employees, and volunteers from losses arising from attached quoted services performed. Vendor/Contractor shall at a minimum apply risk management practices accepted by the Vendor/Contractors’ industry.
- Services Performed. Vendor/Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Vendor/Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Vendor/Contractor will provide competent, suitably qualified personnel to perform the Work. Vendor/Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event the

Vendor/Contractor causes damages, the Vendor/Contractor shall repair such damage at its sole expense. The Vendor/Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted

- Subcontractors. Vendor/Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- Permits. Vendor/Contractor will secure and pay for all permits, certifications, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Attached quoted services.
- Laws and Regulations. Vendor/Contractor will give all notices and comply with and cause all Subcontractors to comply with all federal, state, and/or local laws, ordinances, requirements, standards, rules and/or regulations (“Laws”) applicable to the attached quoted services and materials to be provided. If the Vendor/Contractor performs any services contrary to such laws, it shall bear all costs arising therefrom.
- Taxes. Vendor/Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is to be performed. Notwithstanding the preceding sentence, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work.
- Indemnification and Limitations of Liability. Vendor/Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, including reasonable attorneys’ and other professional fees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of the attached quoted services by the Vendor/Contractor or its employees, agents, servants, associates, or Subcontractors however such injuries or death or damage to property may be caused arising out of any breach by the Vendor/Contractor of any representation, warranty, covenant, duty or obligation; City shall not be liable to the Vendor/Contractor or any Subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from the City’s performance or non-performance of the City’s obligations under this Agreement, or from the City’s termination or suspension of Work under this Agreement, or for any other reason. Furthermore, the City shall not be liable in contract or tort to Vendor/Contractor, Subcontractors, or suppliers thereof, regardless of tier, for incidental or consequential damages arising out of or resulting from the City’s performance or non-performance of the City’s obligations under the Agreement, or from the City’s termination or suspension of Attached quoted services under the Agreement, or for any other reason.
- Warranty and Guarantee. Vendor/Contractor will perform the attached quoted services in accordance with this Agreement, the Laws, and, at a minimum, that degree of care and skill ordinarily exercised by and consistent with the standards of care of others ordinarily providing the same or similar services/work in the same or similar locality as the area where the Work is to be performed. Vendor/Contractor further warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all Work will be, at a minimum, of the degree of care and skill set forth above and in accordance with the requirements of the Agreement and of any inspections, tests, or approvals. Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the City prior to the making of the application for payment, free and clear of all liens, claims, security interests, and encumbrances (referred to below as “liens”); and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- Work Stoppage. If the attached quoted services are defective, or if the Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Vendor/Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such an order has been eliminated; however this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

- Correction or Removal of Defective Work. If required by the City prior to approval of final payment, the Vendor/Contractor will promptly, without cost to the City and as specified by the City, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not correct defective Work or remove and replace rejected Work within a reasonable time, all as specified in a written notice from the City, the City may have the deficiency corrected or the rejected Work removed or replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- Termination. The Agreement may also be terminated for cause by either party upon five (5) days written notice for a failure to both (a) perform substantially in accordance with the terms and conditions of the Agreement and (b) for the sole convenience of the City. Upon written notice to the Vendor/Contractor, the City may also exercise its right to early termination in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Vendor/Contractor. City shall reimburse the Vendor/Contractor for Work actually and properly performed by the Contractor up to the date of termination. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Vendor/Contractor.
- Force Majeure. Except for payment of sums due and except as otherwise specified herein, neither Party shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement regarding disaster recovery.
- Registration with a Federal Work Authorization Program. Vendor/Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A") Sec. 13-10-91 and Rule 300-10-1-.02 and compliance therewith is a condition of the Agreement. Compliance shall include but not be limited to execution of the attached Contractor Affidavit and Agreement and Subcontractor Affidavit should there be any subcontractor or subcontractors.
- Jurisdiction. The Agreement shall be governed and interpreted by the laws of the State of Georgia and any action brought to clarify or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.
- Contractual Relationship. The relationship between the City and the Vendor/Contractor is that of an independent contractor. Vendor/Contractor is not authorized to act as an agent, employee, or legal representative of the City, and may not hold itself out to the public as such. The method and manner of performance of the Work shall be under the exclusive control of the Contractor. The City shall have the right to inspect such undertakings at any time without prior notice.

IN WITNESS WHEREOF, each of the parties hereto has executed this Contract as of the date first above written.

The City of Powder Springs, Georgia

Waste Pro of Georgia

BY: Albert Thurman

BY: _____

PRINT: Albert Thurman

PRINT: _____

ITS: Mayor

ITS: _____

DATE: 4/12/23

DATE: _____

ATTEST: Kelly Axt

ATTEST: _____

PRINT: Kelly Axt

PRINT: _____

ITS: City Clerk

ITS: _____

CITY ATTORNEY: [Signature]

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Powder Springs, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 202_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Waste Pro of Georgia, Inc. on behalf of the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 202_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



City Boilerplate Contract Instructions /Check List

**If new Vendor/Contractor – New Vendor Pack must be completed and submitted with contract pack.
(G:\Finance\Complete Vendor Packet.pdf)**

_____ New Vendor/Contractor
_____ Existing Vendor/Contractor

Instructions:

1. Update “2022 City Contract approved by City Attorney” in **yellow highlighted** fields. No additional changes may be made without approval by the City Attorney. If additional changes are required, please contact the City Clerk’s Office to coordinate requested changes with the City Attorney. **DO NOT CONTACT THE CITY ATTORNEY DIRECTLY.**
2. Mark your quote or bid response as “EXHIBIT A”
3. Provide to Vendor/Contractor to sign, initial and complete contract pages 1-5. Be sure the signer is authorized to sign for the vendor/contractor – the City Attorney will review to confirm signing party is authorized to sign the contract.
4. Review contract pack against check list below, sign the checklist and provide the full pack to the City Clerk’s Office
5. Once the City Attorney, the Mayor and City Clerk have fully executed the contract, an electronic version of the contract will be made available to the initiating department and a PO will be issued. This may also trigger a notice to proceed, where applicable.

Checklist:

- _____ “2022 City Contract approved by City Attorney” updated in yellow highlighted fields for your contract parameters
- _____ Quote or Bid is marked as “Exhibit A’ and include with contract pack
- _____ Contract is signed, initialed on all pages, and attested by Vendor/Contractor
- _____ Vendor/Contractor has completed CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 4)
- _____ Vendor/Contractor has completed SUBCONTRACTOR AFFIDAVIT (Page 5)
- _____ Copy of Vendor/Contractor’s Certificate of Insurance (COI) is included with contract pack.
- _____ Verification with Secretary of State website of Business License and Officers for signature. (<https://ecorp.sos.ga.gov/BusinessSearch>)

Submitted By: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Powder Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

#629398

Federal Work Authorization User Identification Number

January 4, 2013

Date of Authorization

Waste Pro of GA, Inc.

Name of Contractor

Recycle Hauling Services


Name of Project

City of Powder Springs

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April 11, 2013 in Atlanta (city), GA (state).


Signature of Authorized Officer or Agent

Bob Wolk Director Government Relations

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 11 DAY OF April, 2013.


NOTARY PUBLIC

My Commission Expires:

05-27-2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554--GAWU-22-23	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Greenwich Insurance Company	NAIC # 22322
	INSURER B : XL Insurance America, Inc.	24554
INSURED Waste Pro of Georgia Inc. 3512 Oakcliff Rd. Doraville, GA 30340	INSURER C : N/A	
	INSURER D : XL Specialty Insurance Company	
	INSURER E : N/A	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-005535728-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC300138205	11/22/2022	11/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAE943788405 SIR: \$2,000,000	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y N/A	RWD300138005 (AOS) RWE943549705 (FL, GA) (SIR: \$500,000)	11/22/2022	11/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Powder Springs Ga Attn: Kelly Axt, City Clerk City of Powder Springs Police Department 1114 Richard Sailors Parkway Powder Springs, GA 30127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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COST PROPOSAL

Form 1		
<i>Please place a check in the column to the right of those materials which you are proposing to accept for recycling from the City of Powder Springs Recycling Center. Please complete the referenced form for each material you are proposing to accept.</i>		
Baled Cardboard (Form 2)		✓
Baled Mixed Paper (Form 3)		
Baled PET and HDPE (Form 4)		✓
Compacted PET and HDPE delivered in rear loader to your facility (Form 4)		✓
Baled Steel and Tin Cans (Form 5)	No form provided	
Loose Steel and Tin Cans (Form 5)		✓
Baled Aluminum Cans (Form 6)	No form provided	
Loose Aluminum Cans (Form 6)		✓
Loose Mixed Color Glass (Form 7)	No form provided	

Baled cardboard will be baled in a vertical baler and bales will be stored on site for pick up. Please complete the form below if proposing to accept baled cardboard.

Form 2	
Baled Cardboard	
Minimum number of bales per pick-up	20
Storage container provided (if applicable) and if so, what size/type?	48'-53' Trailer
Charge per pick-up (to include container rental if providing)	\$177 plus \$185 monthly rental
Revenue per ton paid to Powder Springs	Market rates minus \$65
Specifications (e.g., materials, bale size and weight, etc.)	Market pays better once over 1500lbs.

***At this time there is no available location accepting mixed paper.

Form 3	
Baled Mixed Paper	
Minimum number of bales per pick-up	
Storage container provided (if applicable) and if so, what size/type?	
Charge per pick-up (to include container rental if providing)	\$ N/A
Revenue per ton paid to Powder Springs	\$ N/A
Specifications (e.g., materials, bale size and weight, etc.)	

PET and HDPE will be baled in a vertical baler and will be stored on-site for pick up OR compacted in rear-loader and delivered to processor. Please complete the form below if proposing to accept HDPE or PET bottles.

Form 4	
PET and HDPE Bottles, Baled or Compacted	
IF PICKED UP BALED	
Minimum number of bales per pick-up	20
Storage container provided (if applicable) and if so, what size/type?	48'-53' Trailer
Charge per pick-up (to include container rental if providing)	\$160 plus \$185 monthly rental
Revenue per ton paid to Powder Springs for baled HDPE and PET bottles	Market rate
Specifications (e.g., materials, bale size and weight, etc.)	#1 & #2 only (no other plastics)
IF DELIVERED COMPACTED	
Revenue per ton paid to Powder Springs for compacted HDPE and PET bottles delivered	Market rate
Address where compacted HDPE and PET bottles would be received	1775 County Services Pkwy Marietta Ga 30008
Specifications for delivery of compacted HDPE and PET delivered	#1 & #2 only (no other plastics)

Steel and tin cans will be sorted and stored on-site loose for pick up. Please complete the form below if proposing to accept steel and tin cans.

Form 5	
Steel and Tin Cans	
PICKED UP LOOSE	

Minimum quantity for pick-up	None
Storage container provided and if so, what size/type?	30 Yard Open Top
Charge per pick-up (to include container rental if providing)	\$204 plus \$92 monthly rental
Revenue per ton paid to Powder Springs	Market Rates
Specifications (e.g., materials accepted, etc.)	N/A

Aluminum will be sorted and stored on-site loose for pick up. Please complete the form below if proposing to accept aluminum cans.

Form 6 Aluminum Cans	
PICKED UP LOOSE	
Minimum quantity for pick-up	None
Storage container provided (if applicable) and if so, what size/type?	30 Yard Open Top
Charge per pick-up (to include container rental if providing)	\$204 plus \$92 monthly rental
Revenue per ton paid to Powder Springs	Market Rate
Specifications (e.g., materials accepted, etc.)	N/A

City of Powder Springs, Georgia

CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

The undersigned further agrees that, should it employ or contract with any Sub CONSULTANT(s) in connection with the physical performance of services pursuant to this contract with the City of Powder Springs, CONSULTANT will secure from such CONSULTANT(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub CONSULTANT Affidavit provided in Rule 300-10-01-08 or a substantially similar form. CONSULTANT further agrees to maintain records of such compliance and provide a copy of

Kelly Axt

From: Pam Conner
Sent: Wednesday, April 19, 2023 10:19 AM
To: Kelly Axt
Subject: FW: contract
Attachments: Bob Wolk.vcf; E-Verify Waste Pro.pdf; PS Tab 9 COI.pdf; PS Tab 6A-J Cost Forms.pdf

From: Robert Wolk <rwolk@wasteprousa.com>
Sent: Wednesday, April 19, 2023 10:17 AM
To: Pam Conner <PCONNER@CityOfPowderSprings.org>
Subject: RE: contract

CAUTION: This email originated from outside the City of Powder Springs network. Maintain caution when opening external links/attachments

Thank you Pam. Please see attached. Our division Manager (Jennifer Herring) will be the signatory for the contract. Please let me know if you need anything else.

Bob Wolk

Waste Pro
Director of Government Relations- GA
(386) 547-2350 Mobile
3512 Oakcliff Rd
Doraville Ga 30340



From: Pam Conner <PCONNER@CityOfPowderSprings.org>
Sent: Tuesday, April 18, 2023 12:15 PM
To: Robert Wolk <rwolk@wasteprousa.com>
Cc: Kelly Axt <kaxt@CityOfPowderSprings.org>
Subject: contract

You don't often get email from pconner@cityofpowdersprings.org. [Learn why this is important](#)

Good afternoon, Mr. Wolk

I am reaching out for your assistance in completing the contract process with the City. Mr. Meyer is out ill and we are trying to keep the process moving since we are opening this weekend. Our Admin Services Director, Kelly Axt, is managing the contract process.

To complete the process, we need a few documents. We need the Contractor Affidavit (and sub affidavit if you use a sub) attached and the bid/quote and documents you submitted to Eric previously as well as Certificate of Insurance.

Finally, if you are signing the contract, then we need verification that you have authority to sign on behalf of the company.

Once we have this, Kelly will send you the executed contract. Council approved last night at its meeting. We look forward to doing business with you.

Sincerely,



Pam Conner
City Manager
PO Box 46
Powder Springs, GA 30127
o:770-943-1666 c:404-998-2249

cityofpowdersprings.org

Julie Livingston

From: Pam Conner <PCONNER@CityOfPowderSprings.org>
Sent: Thursday, April 6, 2023 9:46 AM
To: Julie Livingston; Kelly Axt
Subject: RE: WASTE PRO Contract Review

Per the contractor: the processing fee represents the cost from processors to separate, move and bale commodities once dropped at their locations. Much of the time the market value of those commodities is higher than the cost of processing, but sometimes the value is lower. Typically the value essentially pays for processing costs behind the scenes. When values are lower and do not cover the cost to process material, a processing fee is generated to cover the difference.

There is no cap; so we'll have to pay attention to the yellow rate sheet and determine if we have to put it in the back of one of our vehicles and take it there.

From: Julie Livingston <jlivingston@gdcrlaw.com>
Sent: Monday, April 3, 2023 6:16 PM
To: Kelly Axt <kaxt@CityOfPowderSprings.org>
Cc: Pam Conner <PCONNER@CityOfPowderSprings.org>
Subject: RE: WASTE PRO Contract Review

CAUTION: This email originated from outside the City of Powder Springs network. Maintain caution when opening external links/attachments

Kelly/Pam:

I am fine with Vendor changes, except for needed clarification in Contract price to be clear on how market rate rebates or processing fees will be determined.

- Contract Price. Vendor/Contractor shall complete the Work for the agreed upon rates as dictated by the attached quote/qualified bid response – Exhibit A. The City of Powder Springs shall pay \$160 per pick-up of a 48-54' trailer plus \$185 monthly rental for baled or compacted PET/HDPE bottles. The City of Powder Springs shall pay \$204 per pick-up of a 30-yard open dumpster plus \$92 monthly rental for aluminum and metal/tin cans. **If market rates result in a rebate, Vendor/Contractor shall deduct market rate rebate for all three material types from the cost of hauling and container rental. If the market rates result in a processing fee, Vendor/Contractor will invoice the city for those fees.**

Julie K. Livingston | Senior Counsel

GDCR ATTORNEYS
AT
LAW

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