

1 Appendix A - Sample Contract

Part A Contract Form
CONTRACT FOR SERVICES

BY AND BETWEEN

[INSERT CITY] CITY BOARD OF COMMISSIONERS

AND

This Agreement made and entered into by and between **[Insert City]** City, Georgia, party of the first part (hereinafter called the "City") and _____ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The City at its _____ Meeting awarded the bid for Solid Waste Collection & Recycling Services hereinafter referred to as the Project (Solicitation #00337) and,

WHEREAS, the Contractor and the City for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as Solid Waste Collection & Recycling Services, in strict conformity with all sections of the Solicitation # 00337, hereinafter set forth, whose program services together with the Contractor's Proposal, the Advertisement for Proposals, Instructions to Consultants, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed.

ARTICLE 3. The City agrees to pay the Contractor, in current funds, for the performance of this Contract those fees established and agreed upon in Section Fee Schedule, which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The City and Contractor agree that the Request for Proposal #00337, Contractor's technical and fee proposals in response to RFP #00337, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the City

budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the Georgia Prompt Pay Act.

Contractor agrees that the work and services required by this contract may require inspection and approval by the City's Technical Representative and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereunder for an additional and reasonable period of time for the City department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed.

The City shall have 30 working days from approval by the Contract Technical Representative in which to pay the Contractor; subject to any documentation requests by the City as necessary to allow the City to evaluate the completeness and accuracy of monies due.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its officers, directors, employees, agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Performance Bond
- Part C: Payment Bond
- Part D: Affidavit of Payment of Claims
- Part E: Certificate of Insurance

Contractor agrees to perform the services as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, City personnel or any other person. In addition, Contractor agrees to perform the services contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory

exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefore, including all issues relating to liability for taxes, licenses or fees levied by the State.

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in **[Insert City]** City, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in **[Insert City]** City, Georgia and in any said action or proceeding.

Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The City shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the City.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the City.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are

to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the City, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

XXX CITY/CITY, GEORGIA

Approved As to Form

Before Execution

By:

By:

Title: Chairman/Mayor

(Seal)

Attorney for the City/City

CONTRACTOR:

Signed and sealed in the presence of:

Attest:

Title:

Date:

(Company)

1.

2.

By:

Title:

(Seal)

Attest:

(Corporate Secretary)

Title _____

Date. _____

2 Appendix B - Performance Bond

STATE OF GEORGIA

CITY OF ***[INSERT CITY]***

KNOW ALL MEN BY THESE PRESENTS, that we,

as Principal, (herein after known as 'Contractor'), and we as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto ***[Insert City]*** City, Georgia for the use and benefit of those entitled thereto in the sum of

_____ Dollars (\$) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS

WHEREAS, the City has engaged the said Contractor for the sum of

_____ Dollars (\$) for the, Solid Waste Collection & Recycling Services, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said City from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said City such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

3 Appendix C- Payment Bond

PART C

PAYMENT BOND

STATE OF GEORGIA

CITY OF ***[Insert City]***

KNOW ALL MEN BY THESE PRESENTS, that

we _____

as Principal, (herein after known as "Contractor"), and

we - as Surety are held

and firmly bound unto ***[Insert City]*** City, Georgia (hereinafter called the "City"), in the penal sum of _____ Dollars (\$) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract with said City, for the Solid

Waste Collection & Recycling Services, as more fully appears in a written Agreement

bearing the same project title, (hereinafter called the "Contract"), which Contract and the

Specifications for said project shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the City in which the work provided for in said Contract is to be performed or in any City in which Contractor

or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-70 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its

duly authorized officers, on this _____ day of _____ 20___. Executed in three (3) counterparts.

CONTRACTOR: _____

(Company Name)

By: _____

Signed, sealed and delivered

in the presence of: Title: _____

(Seal)

1. _____

2. _____

SURETY: _____

(Surety' Name)

By: _____

Signed, sealed and delivered

in the presence of: Title: _____

(Seal)

1. _____

4 Appendix D - Affidavit of Claims

PART D

AFFIDAVIT OF PAYMENT OF CLAIMS

(Submitted with Invoice)

_____ this _____ day of
_____ 20__.

appeared before me, _____, a
Notary Public, in

and for _____, and being by me first
duly sworn states that all subcontractors and suppliers of labor and materials
have been paid all sums due them to date for work performed or material
furnished in the performance of the contract between:

xxxx City Board of Commissioners/XXXX City Council City and
_____ (CONTRACTOR), last signed
_____ for Solid Waste Collection & Recycling Services.

(Contractor)

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before me the day

of _____ 200

My commission expires on the _____ day

of _____ 200

NOTARY PUBLIC

(Seal)

5 Appendix E - Certificate of Insurance

PART E

CERTIFICATE OF INSURANCE

This is to certify that _____

(Insurance Company)

of _____

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

[Insert City] City Georgia Board of Commissioners, Purchasing Agent, ***[Insert Address of Purchasing Agent]***

It is further agreed that ***[Insert City]*** City Board of Commissioners shall be named as an additional insured on the Contractor's policy

1. Insured:
2. Project Name: Solid Waste Collection & Recycling Services
3. Project Number: RFP # 00337
4. Policy Numbers(s): _____

DATE: _____

(INSURANCE COMPANY)

ISSUED AT:

(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

Exhibit A City Facilities

ID	Location	Service Address	Quantity	Yards	Frequency	Period
1	Courthouse	100 Main Street	1	8	1	Week

The successful Service Provider will provide adequate staffing to operate these sites—Wednesday, Monday through Friday 10:00 a.m. to 3:00 p.m. I-i Saturday 40 a.m. to 5:00

p.m.

Use of the drop-off centers will be on a fee basis for both residential and commercial users.

The City's Finance Department will establish a method of payment by users of the drop-off centers. The method will be fully described to the successful Service Provider prior to the contract's effective date. The-Service Provider-wlll--suggest-a-method its—technical proposal fee collection by the City and User identification etc The successful Service Provider will not be responsible for collecting—fees however—it-will be responsible for ensure cig that users of the facilities are authorized. Itwill-fui4he 4-intends that only authorized individuals-use-the4acilitiesT

Disposal of the MSW is the responsibility of the successful Service Provider and will become the property of the Service Provider once dropped-off.

All eligible recycled materials will be kept separate from garbage and must be recycled at an approved recycling facility. The successful Service Provider will not landfill any recyclable material collected without the prior written approval of the City's Contract Technical Representative. The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

H

Before recycling or disposal of materials collected, the successful Service Provider will weigh and record the amount collected by category. It will provide the City with monthly tonnage reports for each facility by type of material collected. The report shall be given to the City's Contract Technical Representative within ten days after month end for which the data was collected. The successful Service Provider will maintain, for a period of five years, copies of weight tickets that are to be made available for City inspection.

The Service Provider is reminded that all costs proposed must be inclusive of collection and disposal of the respective materials as well as all other costs associated with providing services of this nature, i.e. material, labor, overhead, staff, etc.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seat, by its

duly authorized officers, on this _____ day of _____ 2002.
Executed in three (3) counterparts.

CONTRACTOR: _____

(Company Name)

By: _____

Signed, sealed and delivered

in the presence of: Title: —

(Seal)

1. _____

2. _____

SURETY: _____

(Surety Name)

By: _____

Signed, sealed and delivered

in the presence of: Title: _____

(Seal)

1. _____

2.

The Contractor's employees will wear a clean uniform or shirt bearing the Contractor's name. Each driver of a collection vehicle will at all times carry a valid driver's license for the type of vehicle that is being driven. The Contractor will provide operating and safety training for all personnel on a regular basis.

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor. The Contractor is in no respect an agent or employee of the City.

8.0 STATEMENT OF WORK

S

Describe the events/venues/areas expected to be serviced under the proposed program for a period of one year.

SECTION H

REPRESENTATION

AFFIDAVIT

This proposal is submitted to the City of **[Insert City]**, (City) by the undersigned who is an authorized officer of the company and said company is licensed to do

business in Georgia and ***[Insert City]*** City. Fur the undersigned is authorized to make these representations and certifies these representations are valid. The Service Provider recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Service Provider.

The Service Provider understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Service Provider's proposal with no re-submittal rights.

The successful Service Provider understands that the City, after considering the legal, financial, technical, and character qualifications of the Service Provider, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Service Provider understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Service Provider's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in the Glynn City, Georgia Actuarial Services Request For Proposal and the successful Service Provider's response.

Company Name: _____

Authorized Person: _____ Signature

(Print/Type)

Title Date