



# PURCHASING DEPARTMENT

12 EAST 4<sup>TH</sup> AVENUE, SUITE 106 • ROME, GEORGIA 30161  
PHONE: 706.291.5118 • [www.romefloyd.com](http://www.romefloyd.com)

## Addendum I

### Questions and Answers for Solid Waste Remote Site Services: Bid #19-1219

- Question: Is there a Pre-Bid meeting scheduled?  
Answer: No. Anyone wishing to see the actual site may contact Michael Skeen at Floyd County Public Works.
- Question: Are all requests & questions to be sent to Bill Gilliland via e-mail-  
[gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org).  
Answer: All questions should be sent via email to Bill Gilliland at the email shown.
- Question: Is a Bid Bond required?  
Answer: No.
- Question: Is a Performance Bond required?  
Answer: No, The original document states in section 7 that a Performance Bond is Required. That requirement is being removed.
- Question: Will all addenda be sent to all interested parties?  
Answer: No. Individual's that ask specific questions should receive an email response to those questions. However, all questions will be posted on our website [www.romefloyd.com](http://www.romefloyd.com) as addenda. It will be the responsibility of interested parties to visit the website regularly to receive all information that is currently available.
- Question: Can you provide copies of invoices from July to October of 2019?  
Answer: Yes, they will be posted on the website [www.romefloyd.com](http://www.romefloyd.com) as part of this addendum (see appendix A).
- Question: Can a site visit be set up the week of December 9th, 10<sup>th</sup> and 12<sup>th</sup>. 2019 with your contact for these sites.  
Answer: We can accommodate visits if requested on any of these dates. Be advised, most of the sites are closed on Monday, December 9<sup>th</sup>.

#### BOARD OF COMMISSIONERS

SCOTTY HANCOCK, CHAIR  
WRIGHT BAGBY, VICE-CHAIR  
RHONDA WALLACE  
ALLISON WATTERS  
LARRY MAXEY

#### ADMINISTRATION

JAMIE McCORD, COUNTY MANAGER  
GARY BURKHALTER, ASSISTANT COUNTY MANAGER  
BILL GILLILAND, DIRECTOR

- Question; Please identify the sites below where the county owns the chute / hoppers attached to compactor(s).

Answer:

Potts, (2) Solid Waste compactors

Berry Hill, (2) Solid Waste compactors

Hatfield, (2) Solid Waste compactors

Cave Springs, (2) Solid Waste compactors (1 Solid Waste, 1 Cardboard)

Shannon, (1) Solid Waste compactors (a 2<sup>nd</sup> packer is now at Shannon for Solid Waste)

Walker Mountain, Open Tops at Landfill. (Currently, no equipment is rented at the Landfill – roll-off service only)

*Midway, does not have extended chute / hoppers.*

Floyd County does not own any of the chutes or hoppers on any of the compactors, Solid Waste or Cardboard. Any equipment change should include installation similar to what is in place today.

- Question: Please confirm? All Roll Off Recycle containers are provided by the County or City.

Answer: Yes, all Recycling roll-offs are owned and provided by Floyd County

- Question: Please confirm? Recycle Trailers are serviced by the County or Recycle center?

Answer: There are no trailers involved in this package

- Question: 1. Please confirm? Recycle Cardboard compactors are provided by the vendor awarded the contract. 2. Are these still in place?

Answer: 1. Yes 2. Yes

Thanks,  
Bill Gilliland  
Purchasing Director  
Floyd County Board of Commissioners  
12 E 4<sup>th</sup> Ave  
Suite 106  
Rome, Ga. 30161  
Phone (706) 291-5109

# Appendix A

COPY OF INVOICES FOR  
JULY, AUGUST, SEPTEMBER,  
OCTOBER

2019



**REPUBLIC SERVICES**

20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Customer Service (706) 235-8503

Account Number 3-0999-4000222  
Invoice Number 0999-000586438  
Invoice Date July 31, 2019  
Previous Balance \$21,935.00  
Payments/Adjustments -\$13,324.00  
Current Invoice Charges \$22,349.22



Inv# 586438  
BFI WASTE SERVICES LLC  
07/16/2019 # Pages 10

\$ 30,960.22

FP10 DOC134S3552

Assign your account,  
before Sign up  
amount

Total Amount Due	Payment Due Date
\$30,960.22	Past Due

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 07/25	2043	-\$21,935.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$2,800.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$3,150.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$1,436.00
07/22/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$1,225.00

P.O. \_\_\_\_\_  
 VENDOR: 101044  
 INVOICE: 586438  
 AMOUNT: 30,960.22  
 ACCOUNT: 220461 55400  
 WARRANT: SW080819  
 INV. DATE: 7/31

RECEIVED AUG 07 2019

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Floyd County Midway Blacks Bluff Rd SW CSA C032619A</b> Rome, GA				
<b>2 Roll Off Comp 45 Yd, 8 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$3,511.50	\$115.45
Pickup Service 07/02-07/31			\$3,510.00	\$3,461.92
<b>1 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$3,511.50	\$115.45
Pickup Service 07/02-07/31			\$3,510.00	\$3,461.92
<b>1 Waste Compactor 35 Cu Yd, On Call Service</b>				
Pickup Service 07/01-07/01			\$251.50	\$8.27
Pickup Service 07/02-07/31			\$250.00	\$246.58
<b>Floyd County Berryhill 434 Berry Hill Rd CSA C032619A</b> Rome, GA				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,756.50	\$57.75

Past Due	30 Days \$8,611.00	60 Days \$0.00	90+ Days \$0.00
----------	-----------------------	-------------------	--------------------



20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Please Return This  
Portion With Payment

Total Amount Due \$30,960.22  
Payment Due Date Past Due  
Account Number 3-0999-4000222  
Invoice Number 0999-000586438

Total Enclosed

[Empty box for Total Enclosed]

Return Service Requested

For Billing Address Changes,  
Check Box and Complete Reverse.

Make Checks Payable To:

FLOYD COUNTY PUBLIC WORKS  
DENTON WRIGHT  
337 BLACKS BLUFF RD SW  
ROME GA 30161-3766

REPUBLIC SERVICES #999  
PO BOX 9001099  
LOUISVILLE KY 40290-1099



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747  
**Customer Service** (706) 235-8503  
 RepublicServices.com/Support

**Important Information**  
 With My Resource, you can easily access your account, pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

**Account Number** 3-0999-4000222  
**Invoice Number** 0999-000586438  
**Invoice Date** July 31, 2019  
**Previous Balance** \$21,935.00  
**Payments/Adjustments** -\$13,324.00  
**Current Invoice Charges** \$22,349.22

<b>Total Amount Due</b> \$30,960.22	<b>Payment Due Date</b> Past Due
--	-------------------------------------

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 07/25	2043	-\$21,935.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$2,800.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$3,150.00
07/12/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$1,436.00
07/22/19 Unreferenced Memo For Site 00001 Service Group 01 Re: Pickup Service		\$1,225.00

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Floyd County Midway Blacks Bluff Rd SW CSA C032619A Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 8 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$3,511.50	\$115.45
Pickup Service 07/02-07/31			\$3,510.00	\$3,461.92
<b>1 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$3,511.50	\$115.45
Pickup Service 07/02-07/31			\$3,510.00	\$3,461.92
<b>1 Waste Compactor 35 Cu Yd, On Call Service</b>				
Pickup Service 07/01-07/01			\$251.50	\$8.27
Pickup Service 07/02-07/31			\$250.00	\$246.58
<b>Floyd County Berryhill 434 Berry Hill Rd CSA C032619A Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,756.50	\$57.75

<b>Past Due</b>	<b>30 Days</b> \$8,611.00	<b>60 Days</b> \$0.00	<b>90+ Days</b> \$0.00
-----------------	------------------------------	--------------------------	---------------------------

L2RCFCDTLJ 000146 1NNNNNNNNNN NNN NNN 001 002 000631 21290546-1



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747

Please Return This  
 Portion With Payment

**Total Amount Due** \$30,960.22  
**Payment Due Date** Past Due  
**Account Number** 3-0999-4000222  
**Invoice Number** 0999-000586438

Return Service Requested

**Total Enclosed**

For Billing Address Changes.  
 Check Box and Complete Reverse.  
 Make Checks Payable To:

L2RCFCDTLJ 000146  
  
 FLOYD COUNTY PUBLIC WORKS  
 DENTON WRIGHT  
 337 BLACKS BLUFF RD SW  
 ROME GA 30161-3766

REPUBLIC SERVICES #999  
 PO BOX 9001099  
 LOUISVILLE KY 40290-1099

30999400022200000005864380022349220030960220



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747

Account Number  
 Invoice Number  
 Invoice Date

3-0999-4000222  
 0999-000586438  
 July 31, 2019

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 07/02-07/31			\$1,755.00	\$1,730.96
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,756.50	\$57.75
Pickup Service 07/02-07/31			\$1,755.00	\$1,730.96
<b>Floyd County Potts Rd Potts Rd CSA C032619A</b>				
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,366.50	\$44.93
Pickup Service 07/02-07/31			\$1,365.00	\$1,346.30
<b>2 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,366.50	\$44.93
Pickup Service 07/02-07/31			\$1,365.00	\$1,346.30
<b>Floyd County Hatfield Jones Mill Rd CSA C032619A</b>				
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,659.00	\$54.54
Pickup Service 07/02-07/31			\$1,657.50	\$1,634.80
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,659.00	\$54.54
Pickup Service 07/02-07/31			\$1,657.50	\$1,634.80
<b>Floyd County Shannon 1 Burlington Dr CSA C032619A</b>				
<b>Shannon, GA</b>				
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,756.50	\$57.75
Pickup Service 07/02-07/31			\$1,755.00	\$1,730.96
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 07/01-07/01			\$1,756.50	\$57.75
Pickup Service 07/02-07/31			\$1,755.00	\$1,730.96
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A</b>				
<b>Cave Springs, GA</b>				
<b>1 Roll Off Comp 45 Yd, 1 Lift Per Week</b>				
Pickup Service 07/01-07/01			\$489.00	\$16.08
Pickup Service 07/02-07/31			\$487.50	\$480.82
<b>Public Works Open Tops 337 Blacks Bluff Rd SW CSA C032619A</b>				
<b>Rome, GA</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Pickup Service 07/09	Steve	1.0000	\$187.50	\$187.50
Receipt Number 57880				
Pickup Service 07/24	Steve	1.0000	\$187.50	\$187.50
Receipt Number 59843				
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A</b>				
<b>Cave Spring, GA</b>				
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Pickup Service 07/01-07/01			\$489.00	\$16.08
Pickup Service 07/02-07/31			\$487.50	\$480.82
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Rental 07/01-07/01			\$251.50	\$8.27
Rental 07/02-07/31			\$250.00	\$246.58
<b>CURRENT INVOICE CHARGES, Due by August 20, 2019</b>				<b>\$22,349.22</b>

LTRCFCDTLJ 000146 1NNNNNNNNNN NNN NNN 002 002 000633 21290846,1





20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Customer Service (706) 235-8503  
RepublicServices.com/Support

**Important Information**  
With My Resource, you can easily access your account, pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Account Number 3-0999-4000222  
Invoice Number 0999-000591137  
Invoice Date August 31, 2019  
Previous Balance \$30,960.22  
Payments/Adjustments -\$28,160.22  
Current Invoice Charges \$21,935.00

<b>Total Amount Due</b>	<b>Payment Due Date</b>
<b>\$24,735.00</b>	<b>Past Due</b>

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 08/16	2054	-\$30,960.22
08/27/19 Unreferenced Memo		\$2,800.00
For Site 00001 Service Group 01		
Re: Pickup Service		

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Floyd County Midway Blacks Bluff Rd SW CSA C032619A</b>				
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 8 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$3,510.00	\$3,510.00
<b>1 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$3,510.00	\$3,510.00
<b>1 Waste Compactor 35 Cu Yd, On Call Service</b>				
Pickup Service 08/01-08/31			\$250.00	\$250.00
<b>Floyd County Berryhill 434 Berry Hill Rd CSA C032619A</b>				
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,755.00	\$1,755.00
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,755.00	\$1,755.00
<b>Floyd County Potts Rd Potts Rd CSA C032619A</b>				
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,365.00	\$1,365.00
<b>2 Roll Off Comp 45 Yd, 4 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,365.00	\$1,365.00
<b>Floyd County Hatfield Jones Mill Rd CSA C032619A</b>				

Past Due	30 Days \$2,800.00	60 Days \$0.00	90+ Days \$0.00
----------	-----------------------	-------------------	--------------------

L2RCFCDTMF 000142 1NNNNNNNNNN NNN NNN NNN 001 002 000917 21332030.1

**REPUBLIC SERVICES**  
20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Please Return This  
Portion With Payment

**Total Amount Due \$24,735.00**  
**Payment Due Date Past Due**  
**Account Number 3-0999-4000222**  
**Invoice Number 0999-000591137**

Return Service Requested

**Total Enclosed**

For Billing Address Changes,  
Check Box and Complete Reverse.  
Make Checks Payable To:

L2RCFCDTMF 000142  
FLOYD COUNTY PUBLIC WORKS  
DENTON WRIGHT  
337 BLACKS BLUFF RD SW  
ROME GA 30161-3766

REPUBLIC SERVICES #999  
PO BOX 9001099  
LOUISVILLE KY 40290-1099

30999400022200000005911370021935000024735000



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747

Account Number  
 Invoice Number  
 Invoice Date

Page 3 of 3  
 3-0999-4000222  
 0999-000591137  
 August 31, 2019

**CURRENT INVOICE CHARGES**

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<b>Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,657.50	\$1,657.50
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,657.50	\$1,657.50
<b>Floyd County Shannon 1 Burlington Dr CSA C032619A</b>				
<b>Shannon, GA</b>				
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,755.00	\$1,755.00
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$1,755.00	\$1,755.00
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A</b>				
<b>Cave Springs, GA</b>				
<b>1 Roll Off Comp 45 Yd, 1 Lift Per Week</b>				
Pickup Service 08/01-08/31			\$487.50	\$487.50
<b>Public Works Open Tops 337 Blacks Bluff Rd SW CSA C032619A</b>				
<b>Rome, GA</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Pickup Service 08/08	Steve	1.0000	\$187.50	\$187.50
Receipt Number 61333				
Pickup Service 08/19	Steve	1.0000	\$187.50	\$187.50
Receipt Number 62529				
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A</b>				
<b>Cave Spring, GA</b>				
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Pickup Service 08/01-08/31			\$487.50	\$487.50
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Rental 08/01-08/31			\$250.00	\$250.00
<b>Floyd County Hatfield Temp Jones Mill Rd CSA A194712518</b>				
<b>Rome, GA</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Container Delivery 08/17	Denton	1.0000	\$209.50	\$209.50
Receipt Number 62638				
Delivery Discount 08/17	Denton	1.0000	\$209.50	-\$209.50
Receipt Number 62638				
<b>CURRENT INVOICE CHARGES, Due by September 20, 2019</b>				<b>\$21,935.00</b>

L2RCFCDTMFE 000142 1NNNNNNNNNN NNN NNN 002 002 000619 21332030.1



**REPUBLIC SERVICES**

20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Customer Service (706) 235-8503  
Customer Support

Account Number 3-0999-4000222  
Invoice Number 0999-000596803  
Invoice Date September 30, 2019  
Previous Balance \$24,735.00  
Payments/Adjustments -\$24,735.00  
Current Invoice Charges \$21,935.00

Inv# 596803  
BFI WASTE SERVICES LLC  
09/30/2019 # Pages 3  
FP3 DOC138S1148

\$ 21,935.00  
Services, you can easily pay your bill,  
and more. Sign up today at  
com/MyAccount

<b>Total Amount Due</b> \$21,935.00	<b>Payment Due Date</b> October 20, 2019
--	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 09/12	2064	-\$24,735.00

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Floyd County Midway Blacks Bluff Rd SW CSA Rome, GA	C032619A			
2 Roll Off Comp 45 Yd, 8 Lifts Per Week				
Pickup Service 09/01-09/30			\$3,510.00	\$3,510.00
1 Roll Off Comp 45 Yd, 4 Lifts Per Week				
Pickup Service 09/01-09/30			\$3,510.00	\$3,510.00
1 Waste Compactor 35 Cu Yd, On Call Service				
Pickup Service 09/01-09/30			\$250.00	\$250.00
Floyd County Berryhill 434 Berry Hill Rd CSA Rome, GA	C032619A			
1 Roll Off Comp 45 Yd, 6 Lifts Per Week				
Pickup Service 09/01-09/30			\$1,755.00	\$1,755.00
1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week				
Pickup Service 09/01-09/30			\$1,755.00	\$1,755.00
Floyd County Potts Rd Potts Rd CSA Rome, GA	C032619A			
2 Roll Off Comp 45 Yd, 4 Lifts Per Week				
Pickup Service 09/01-09/30			\$1,365.00	\$1,365.00
2 Roll Off Comp 45 Yd, 4 Lifts Per Week				
Pickup Service 09/01-09/30			\$1,365.00	\$1,365.00
Floyd County Hatfield Jones Mill Rd CSA Rome, GA	C032619A			
2 Roll Off Comp 45 Yd, 6 Lifts Per Week				
Pickup Service 09/01-09/30			\$1,657.50	\$1,657.50

101044  
596803  
21,935.00  
22046155400  
SW 101019  
9/30

RECEIVED OCT 03 2019



20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Please Return This  
Portion With Payment

Total Enclosed

Return Service Requested

[Empty box for Total Enclosed]

Total Amount Due \$21,935.00  
Payment Due Date October 20, 2019  
Account Number 3-0999-4000222  
Invoice Number 0999-000596803

For Billing Address Changes,  
Check Box and Complete Reverse.

Make Checks Payable To:

FLOYD COUNTY PUBLIC WORKS  
DENTON WRIGHT  
337 BLACKS BLUFF RD SW  
ROME GA 30161-3766

REPUBLIC SERVICES #999  
PO BOX 9001099  
LOUISVILLE KY 40290-1099



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747

Account Number  
 Invoice Number  
 Invoice Date

Page 3 of 3  
**3-0999-4000222**  
 0999-000596803  
 September 30, 2019

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 09/01-09/30			\$1,657.50	\$1,657.50
<b>Floyd County Shannon 1 Burlington Dr CSA C032619A Shannon, GA</b>				
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 09/01-09/30			\$1,755.00	\$1,755.00
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 09/01-09/30			\$1,755.00	\$1,755.00
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A Cave Springs, GA</b>				
<b>1 Roll Off Comp 45 Yd, 1 Lift Per Week</b>				
Pickup Service 09/01-09/30			\$487.50	\$487.50
<b>Public Works Open Tops 337 Blacks Bluff Rd SW CSA C032619A Rome, GA</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Pickup Service 08/30	Steve	1.0000	\$187.50	\$187.50
Receipt Number 63811				
Pickup Service 09/16	Steve	1.0000	\$187.50	\$187.50
Receipt Number 65537				
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A Cave Spring, GA</b>				
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Pickup Service 09/01-09/30			\$487.50	\$487.50
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Rental 09/01-09/30			\$250.00	\$250.00
<b>CURRENT INVOICE CHARGES</b>				<b>\$21,935.00</b>



**REPUBLIC SERVICES**

20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

**Customer Service** (706) 235-8503  
RepublicServices.com/Support

**Important Information**

With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

**Account Number** 3-0999-4000222  
**Invoice Number** 0999-000601392  
**Invoice Date** October 31, 2019  
**Previous Balance** \$21,935.00  
**Payments/Adjustments** -\$18,260.00  
**Current Invoice Charges** \$21,935.00

<b>Total Amount Due</b>	<b>Payment Due Date</b>
<b>\$25,610.00</b>	<b>Past Due</b>

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 10/17	2078	-\$21,935.00
10/28/19 Unreferenced Memo		\$2,275.00
For Site 00001 Service Group 01		
Re: Pickup Service		
10/28/19 Unreferenced Memo		
For Site 00001 Service Group 01		
Re: Pickup Service		
	Inv# 601392 \$ 25,610.00	\$1,400.00
	BFI WASTE SERVICES LLC	
	10/31/2019 # Pages 3	
	<b>FP3 DOC140S1893</b>	

P.O.

ENDORSEMENT: 101044  
INVOICE: 601392  
AMOUNT: 25,610.00  
ACCOUNT: 22046155400  
WARRANT: SW111419  
M. DATE: 10/31

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Floyd County Midway Blacks Bluff Rd SW CSA	C032619A			
Rome, GA				
2 Roll Off Comp 45 Yd, 8 Lifts Per Week				
Pickup Service 10/01-10/31			\$3,510.00	\$3,510.00
1 Roll Off Comp 45 Yd, 4 Lifts Per Week				
Pickup Service 10/01-10/31			\$3,510.00	\$3,510.00
1 Waste Compactor 35 Cu Yd, On Call Service				
Pickup Service 10/01-10/31			\$250.00	\$250.00

RECEIVED NOV 04 2019

Floyd County Berryhill 434 Berry Hill Rd CSA C032619A  
Rome, GA

2 Roll Off Comp 45 Yd, 6 Lifts Per Week				
Pickup Service 10/01-10/31			\$1,755.00	\$1,755.00
1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week				
Pickup Service 10/01-10/31			\$1,755.00	\$1,755.00

Floyd County Potts Rd Potts Rd CSA C032619A  
Rome, GA

2 Roll Off Comp 45 Yd, 4 Lifts Per Week				
Pickup Service 10/01-10/31			\$1,365.00	\$1,365.00
2 Roll Off Comp 45 Yd, 4 Lifts Per Week				

Past Due	30 Days \$3,675.00	60 Days \$0.00	90+ Days \$0.00
----------	-----------------------	-------------------	--------------------



**REPUBLIC SERVICES**

20 Hardwood Ridge Parkway  
Adairsville GA 30103-244747

Please Return This  
Portion With Payment

**Total Amount Due** \$25,610.00  
**Payment Due Date** Past Due  
**Account Number** 3-0999-4000222  
**Invoice Number** 0999-000601392

Return Service Requested

**Total Enclosed**

For Billing Address Changes,  
Check Box and Complete Reverse.

Make Checks Payable To:

FLOYD COUNTY PUBLIC WORKS  
DENTON WRIGHT  
337 BLACKS BLUFF RD SW  
ROME GA 30161-3766

REPUBLIC SERVICES #999  
PO BOX 9001099  
LOUISVILLE KY 40290-1099



20 Hardwood Ridge Parkway  
 Adairsville GA 30103-244747

Account Number  
 Invoice Number  
 Invoice Date

Page 3 of 3  
**3-0999-4000222**  
 0999-000601392  
 October 31, 2019

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 10/01-10/31			\$1,365.00	\$1,365.00
<b>Floyd County Hatfield Jones Mill Rd CSA C032619A Rome, GA</b>				
<b>2 Roll Off Comp 45 Yd, 6 Lifts Per Week</b>				
Pickup Service 10/01-10/31			\$1,657.50	\$1,657.50
<b>1 Waste Compactor 40 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 10/01-10/31			\$1,657.50	\$1,657.50
<b>Floyd County Shannon 1 Burlington Dr CSA C032619A Shannon, GA</b>				
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 10/01-10/31			\$1,755.00	\$1,755.00
<b>1 Roll Off Comp 45 Yd, 3 Lifts Per Week</b>				
Pickup Service 10/01-10/31			\$1,755.00	\$1,755.00
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A Cave Springs, GA</b>				
<b>1 Roll Off Comp 45 Yd, 1 Lift Per Week</b>				
Pickup Service 10/01-10/31			\$487.50	\$487.50
<b>Public Works Open Tops 337 Blacks Bluff Rd SW CSA C032619A Rome, GA</b>				
<b>1 Waste Container 30 Cu Yd, On Call Service</b>				
Pickup Service 10/01	Steve	1.0000	\$187.50	\$187.50
Receipt Number	67495			
Pickup Service 10/15	Steve	1.0000	\$187.50	\$187.50
Receipt Number	68792			
<b>Floyd County Cave Spring 101 Kingsbridge Rd SW CSA C032619A Cave Spring, GA</b>				
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Pickup Service 10/01-10/31			\$487.50	\$487.50
<b>1 Waste Compactor 40 Cu Yd, On Call Service</b>				
Rental 10/01-10/31			\$250.00	\$250.00
<b>CURRENT INVOICE CHARGES, Due by November 20, 2019</b>				<b>\$21,935.00</b>

# APPENDIX B

COPY OF AGREEMENT FOR THE  
COLLECTION AND DISPOSAL OF SOLID  
WASTE AND RECYCLING

**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF  
SOLID WASTE AND RECYCLING**

THIS AGREEMENT is made and entered into by and between **FLOYD COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "County") and **BFI Waste Services LLC d/b/a Republic Services of Adairsville/ Republic Services of GA** (hereinafter "REPUBLIC SERVICES"), and shall be effective as of March 1, 2016.

**WITNESSETH**

For and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin effective March 1, 2016, and shall run for a period of three (3) one-year terms in the following manner. Pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate absolutely and without further obligation to the County at the close of each calendar year in which the Agreement is in force; however, the Agreement shall automatically renew each year for a total of three (3) one-year terms, unless positive action is taken by the Board of Commissioners of Floyd County to terminate this Agreement prior to the end of one of the respective one-year terms. If not terminated sooner, the County shall have the option to extend the Agreement for two (2) additional one-year terms for a total of five (5) one-year terms by notifying Republic Services, in writing, on or before February 1, 2019, of the County's intent to extend the terms of the Agreement. If the Agreement is extended March 1, 2019, the Agreement will terminate absolutely and without further obligation to the County March 1, 2020, but shall automatically renew for a one-year term beginning March 1, 2021, unless affirmative action is taken by the County to terminate the Agreement prior to the February 1, 2021. The contract will not be extended past March 1, 2022.

2. **Scope of Work.** REPUBLIC SERVICES agrees to provide equipment and services to collect and remove household garbage from six (6) remote collection sites operated by the County located in Midway, Potts, Berryhill, Hatfield, Cave Spring and Shannon. REPUBLIC SERVICES acknowledges that it is familiar with the sites and is currently performing work at each site.

REPUBLIC SERVICES further agrees to service, remove and replace County owned recycling containers from the six (6) remote collection sites referenced above, as well as the Walker Mountain Landfill, and agrees to deliver the recycling contained therein to the Rome-Floyd Recycling Center. REPUBLIC SERVICES also agrees to provide and pull as needed by the County a 40-yard open top container located at the Floyd County Public Works Department. In addition to the equipment and vehicles needed for pulling and hauling solid waste and recyclables which are supplied by REPUBLIC SERVICES, REPUBLIC SERVICES will provide two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Midway site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Potts Site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Berryhill site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Hatfield site; one (1) trash compactor with box at the Cave Spring site; one (1) trash compactor with box and one (1) cardboard compactor with box at the Shannon site; and one (1)

open-top container at the Floyd County Public Works site, plus two roll-off containers located at Walker Mountain Landfill. REPUBLIC SERVICES agrees to a pull schedule that will meet all of the needs of the County with respect to household garbage and recycling. REPUBLIC SERVICES shall be available on an "on-call" basis as needed by the County as part of the contract price to perform the scope of work outlined herein. REPUBLIC SERVICES shall be responsible for keeping all of its equipment in a good and workable order and will repair or replace any equipment which does not operate satisfactorily. REPUBLIC SERVICES agrees to provide open-top containers at all locations specified herein during holiday periods or other times of heavy utilization by the public. In servicing a container, REPUBLIC SERVICES shall bring an empty container, pull the loaded container and transfer the full container to the Walker Mountain Landfill or the Rome-Floyd County Recycling Center as applicable. REPUBLIC SERVICES agrees that it will service the sites set forth herein during periods when the sites are closed rather than when the sites are open to the public.

REPUBLIC SERVICES agrees to furnish all labor, equipment, tools and services required and necessary for the collection and disposal of solid waste and recyclables from the sites set forth herein and provide qualified supervisory personnel to direct the activities under this Agreement, and REPUBLIC SERVICES agrees to have sufficient standby trucks and equipment and personnel to guarantee collection of said solid waste and recyclables. Also, all trucks for the collection of solid waste and recyclables used and operated by REPUBLIC SERVICES shall be in closed trucks and shall be designed to be watertight and drip proof so that no garbage or waste may spill or drip at any time upon the highways or streets.

3. **Payment.** For REPUBLIC SERVICES's work as set forth in paragraph 2, the County shall pay to REPUBLIC SERVICES payments during the term of this Agreement in the amount of Twenty One Thousand Two Hundred Ten and No/100 Dollars (\$21,210.00) each month, with an additional \$150.00 per pull of the 40 yard roll off located at Floyd County Public Works priced on a "per pull" basis. Invoices will be paid within thirty (30) days of receipt by the County of an invoice following performance of the work by REPUBLIC SERVICES, which invoice shall be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Georgia 30162-0946. The annual cost to the County shall be Two Hundred Fifty Four Thousand Five Hundred Twenty and No/100 Dollars (\$254,520.00), plus an additional \$150.00 per pull of the 40 yard roll off container located at the Floyd County Public Works, payable as set forth in this paragraph. REPUBLIC SERVICES acknowledges receipt of monthly payments from the County pursuant to the terms of this Agreement for work performed since March 2016. The parties agree that if the term of this Agreement is extended for the year beginning March 1, 2020, the parties may adjust the price in accordance with the change in the CPI-U since March 1, 2016, and if the term is extended into 2021, the parties may adjust the price in accordance with the change in the CPI-U from March 1, 2020 to March 1, 2021.

4. **Insurance.** At the time of execution of this Agreement, REPUBLIC SERVICES shall be required to furnish a Certificate of Liability Insurance in an amount of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and \$500,000.00 per occurrence/aggregate for property damage to protect the County throughout the life of this Agreement against "all risks", and will name Floyd County, Georgia, its employees and elected officials as additional insured thereunder. Insurance coverage provided by REPUBLIC SERVICES shall include, but not be limited to, General Liability: Comprehensive Form,

Premises Operations, Products Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Workers' compensation and employer's liability shall be provided and shall be in statutory amounts.

5. **Bond.** REPUBLIC SERVICES agrees to furnish a bond in the sum of Two Hundred Fifty Four Thousand Five Hundred Twenty and No/100 Dollars (\$254,520.00) for the faithful performance of this Agreement, which bond shall be furnished contemporaneously with the execution of this Agreement.

6. **Regulatory Agencies.** REPUBLIC SERVICES shall be responsible for all required permits and/or licenses required by regulatory agencies of the City, County, State and/or federal government. REPUBLIC SERVICES shall also be responsible for meeting all requirements of any regulations or guidelines of any of said governmental entities or any independent agency recognized by said governmental entities as publisher of any such regulations or guidelines.

7. **Independent Contractor.** REPUBLIC SERVICES agrees that it is experienced and properly qualified to perform the functions and services set forth herein and that it has the proper equipment, and is organized and financed to perform such functions. REPUBLIC SERVICES at all times shall operate as an independent contractor and not as an agent or employee of the County, and nothing contained in this Agreement shall be construed to constitute REPUBLIC SERVICES as an employee, servant, agent or subcontractor of the County, it being the intent of the parties that REPUBLIC SERVICES shall always operate as an independent contractor.

8. **Assignment of Contract Rights.** REPUBLIC SERVICES shall not assign, transfer, convey or otherwise dispose of this Agreement without written consent of the County.

9. **Indemnity.** REPUBLIC SERVICES agrees to defend, indemnify and hold harmless the County, its employees and elected officials, from any and all claims, causes of actions, losses, suits and liabilities of every kind, including all expenses of litigation and attorney's fees or damages to any person or property arising out or related, directly or indirectly, to any work or operations performed by REPUBLIC SERVICES, any of its subcontractors of any tier or any other person or entity by reason of this Agreement. This indemnity shall apply even though any such damage to person or property is caused, in whole or in part, by any defect in the condition of equipment or premises of the County and shall apply regardless of whether such damages were contributed to by the negligence or fault of the County, or its employees or elected officials. This indemnity shall include, but not be limited to, not only any claims for damages on account of injury or illness of an employee of REPUBLIC SERVICES or any of its subcontractors of any tier, but shall also include any claim or action by the agents or representatives of such employee who is deceased or by the workers' compensation insurance carrier of REPUBLIC SERVICES or of any such subcontractor. REPUBLIC SERVICES is agreeing to indemnify County, its employees and elected officials from their own negligence or fault, but the indemnification shall not apply to damages caused by the sole fault of the county, its employees or elected officials, and which was not caused in part by the negligence or fault of REPUBLIC SERVICES or any other person or entity. As set forth in paragraph 4 above,



15. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

16 **Other Contracts and Third-Party Beneficiaries.** The parties acknowledge that REPUBLIC SERVICES is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of the services outlined herein. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

17. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

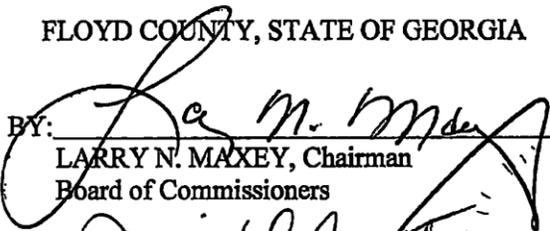
18 **Time of Essence.** Time is and shall be of the essence of this Agreement.

19. **Authority.** The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

20 **Binding Effect.** The parties agree that this Agreement constitutes a binding contract between themselves with a full meeting of the minds and a complete disposition of the issues. There are no essential terms of this Agreement missing herefrom that is or are necessary for performance of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission and/or portable document format ("PDF") via electronic mail, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

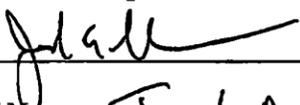
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, this 23 day of FEBRUARY, 2016.

FLOYD COUNTY, STATE OF GEORGIA

BY:   
LARRY N. MAXEY, Chairman  
Board of Commissioners

ATTEST:   
JAIME ARMSTRONG, Interim Clerk [SEAL]

**BFI Waste Services LLC d/b/a Republic Services  
of Adairsville/ Republic Services of GA**

BY: 

Printed Name: Joseph A Salamone

Title: General Manager



## Performance Bond

Bond No: 880153

KNOW ALL MEN BY THESE PRESENTS, that BFI Waste Services, LLC, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the Floyd County, Georgia, as Obligees, in the penal sum of Two Hundred Fifty Four Thousand Five Hundred Twenty Dollars and 00/100 (\$254,520.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for Collection and Disposal of Solid Waste and Recycling with the above mentioned Obligees, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning March 1, 2016 and ending February 28, 2017.
2. If there is no breach or default on the part of the Obligees, then the Surety's performance obligation under the bond shall arise after:
  - a. The Obligees has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligees, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligees's right, if any subsequently to declare a Principal default;
  - b. The Obligees has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Obligees has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligees.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligees recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 29th day of February, 2016.

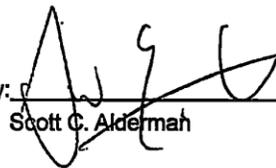
BFI Waste Services, LLC

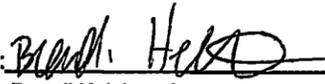
EVERGREEN NATIONAL INDEMNITY COMPANY

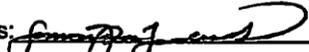
Principal

Surety

By:   
John F. Drumme, Jr. Attorney-in-Fact Title  
(Corporate Seal)

By:   
Scott C. Aldermah Attorney-in-Fact  
(Corporate Seal)

Witness:   
Brandi Heinbaugh

Witness:   
Simone Rae Frederick

  
Rebecca M. Howard, Georgia Resident Agent

**POWER OF ATTORNEY**

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

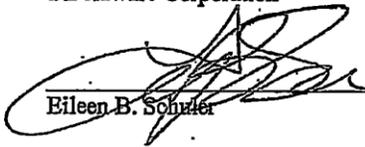
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

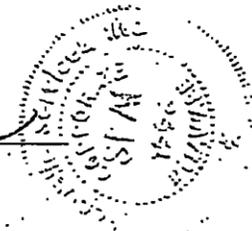
2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC.,  
a Delaware Corporation

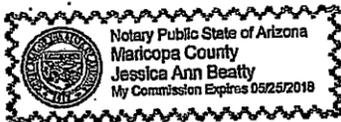
  
Eileen B. Schuler



STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 18 day of November, 2014 by Eileen B. Schuler, Assistant Secretary.



  
Notary Public

**EVERGREEN NATIONAL INDEMNITY COMPANY**  
**MAYFIELD HEIGHTS, OH**  
**POWER OF ATTORNEY**

POWER NO. 880153

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Kathleen M. Mitchell, Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Scott C. Alderman and Simone Rae Frederick its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00).

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*  
Matthew T. Tucker, President  
By: *David A. Canzone*  
David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 04, 2017

*Penny M. Hamm*  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2017

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 29th day of February, 2016.



*Wan C. Collier*  
Wan C. Collier, Secretary



Wells Fargo Ins Services USA, Inc. (SEA)  
PO BOX 203588  
Dallas, TX 75320-3588  
(206) 731-1200

**INVOICE**

Bill To: Republic Services, Inc.  
18500 North Allied Way  
Phoenix, AZ 85054

Invoice Date: 02/29/2016  
Transaction Date: 03/01/2016  
Print Date: 02/29/2016  
Policy Term: 03/01/2016 to 02/28/2017  
Invoice Number: 880153  
Amount Invoiced: \$1,145.00

Line of Business	Policy Number	Issuing Carrier	Description	Amount Due	Total
Surety	880153	Evergreen National Indemnity Company	Performance Bond	\$1,145.00	
					\$1,145.00
				<b>Total Invoice Balance:</b>	<b>\$1,145.00</b>

**PAID IN FULL**

Invoice Message: \$254,520.00 Performance Bond for BFI Waste Services, LLC to Floyd County, Georgia. Annual Premium. Bond requires continuation certificate upon renewal.

Please send with payment:

Bill To Name : Republic Services, Inc.  
Invoice # : 880153

Amount Paid: \_\_\_\_\_

Remit Payment To:  
Wells Fargo Ins Services USA, Inc. (SEA)  
PO BOX 203588  
Dallas, TX 75320-3588

Remit Electronic Payment To:  
Wells Fargo Bank N.A  
Account Name: Wells Fargo Insurance Services USA, Inc.  
Wire RTN: 121000248; Bank Account #: 7431000000000710  
ACH RTN: 021062053; Bank Account #: 42874722; Ref: 203588

AGREEMENT FOR THE COLLECTION AND DISPOSAL OF  
SOLID WASTE AND RECYCLING

THIS AGREEMENT is made and entered into by and between FLOYD COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") and BFI Waste Services LLC d/b/a Republic Services of Adairsville/ Republic Services of GA (hereinafter "REPUBLIC SERVICES"), and shall be effective as of March 1, 2016.

WITNESSETH

For and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Term. The term of this Agreement shall begin effective March 1, 2016, and shall run for a period of three (3) one-year terms in the following manner. Pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate absolutely and without further obligation to the County at the close of each calendar year in which the Agreement is in force; however, the Agreement shall automatically renew each year for a total of three (3) one-year terms, unless positive action is taken by the Board of Commissioners of Floyd County to terminate this Agreement prior to the end of one of the respective one-year terms. If not terminated sooner, the County shall have the option to extend the Agreement for two (2) additional one-year terms for a total of five (5) one-year terms by notifying Republic Services, in writing, on or before February 1, 2019, of the County's intent to extend the terms of the Agreement. If the Agreement is extended March 1, 2019, the Agreement will terminate absolutely and without further obligation to the County March 1, 2020, but shall automatically renew for a one-year term beginning March 1, 2021, unless affirmative action is taken by the County to terminate the Agreement prior to the February 1, 2021. The contract will not be extended past March 1, 2022.

2. Scope of Work. REPUBLIC SERVICES agrees to provide equipment and services to collect and remove household garbage from six (6) remote collection sites operated by the County located in Midway, Potts, Berryhill, Hatfield, Cave Spring and Shannon. REPUBLIC SERVICES acknowledges that it is familiar with the sites and is currently performing work at each site. REPUBLIC SERVICES further agrees to service, remove and replace County owned recycling containers from the six (6) remote collection sites referenced above, as well as the Walker Mountain Landfill, and agrees to deliver the recycling contained therein to the Rome- Floyd Recycling Center. REPUBLIC SERVICES also agrees to provide and pull as needed by the County a 40-yard open top container located at the Floyd County Public Works Department. In addition to the equipment and vehicles needed for pulling and hauling solid waste and recyclables which are supplied by REPUBLIC SERVICES, REPUBLIC SERVICES will provide two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Midway site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Potts Site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Berryhill site; two (2) trash compactors with boxes and one (1) cardboard compactor with box at the Hatfield site; one (1) trash compactor with box at the Cave Spring site; one (1) trash compactor with box and one (1) cardboard compactor with box at the Shannon site; and one (1)

1

open-top container at the Floyd County Public Works site, plus two roll-off containers located at Walker Mountain Landfill. REPUBLIC SERVICES agrees to a pull schedule that will meet all of the needs of the County with respect to household garbage and recycling. REPUBLIC SERVICES shall be available on an "on-call" basis as needed by the County as part of the contract price to perform the scope of work outlined herein. REPUBLIC SERVICES shall be responsible for keeping all of its equipment in a good and workable order and will repair or replace any equipment which does not operate satisfactorily. REPUBLIC SERVICES agrees to provide open-top containers at all locations specified herein during holiday periods or other times of heavy utilization by the public. In servicing a container, REPUBLIC SERVICES shall bring an empty container, pull the loaded container and transfer the full container to the Walker Mountain Landfill or the Rome-Floyd County Recycling Center as applicable. REPUBLIC SERVICES agrees that it will service the sites set forth herein during periods when the sites are closed rather than when the sites are open to the public. REPUBLIC SERVICES agrees to furnish all labor, equipment, tools and services required and necessary for the collection and disposal of solid waste and recyclables from the sites set forth herein and provide qualified supervisory personnel to direct the activities under this Agreement, and REPUBLIC SERVICES agrees to have sufficient standby trucks and equipment and personnel to guarantee collection of said solid waste and recyclables. Also, all trucks for the collection of solid waste and recyclables used and operated by REPUBLIC SERVICES shall be in closed trucks and shall be designed to be watertight and drip proof so that no garbage or waste may spill or drip at any time upon the highways or streets.

3. Payment. For REPUBLIC SERVICES's work as set forth in paragraph 2, the County shall pay to REPUBLIC SERVICES payments during the term of this Agreement in the amount of Twenty One Thousand Two Hundred Ten and No/100 Dollars (\$21,210.00) each month, with an additional \$150.00 per pull of the 40 yard roll off located at Floyd County Public Works priced on a "per pull" basis. Invoices will be paid within thirty (30) days of receipt by the County of an invoice following performance of the work by REPUBLIC SERVICES, which invoice shall be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Georgia 30162-0946. The annual cost to the County shall be Two Hundred Fifty Four Thousand Five Hundred Twenty and No/100 Dollars (\$254,520.00), plus an additional \$150.00 per pull of the 40 yard roll off container located at the Floyd County Public Works, payable as set forth in this paragraph. REPUBLIC SERVICES acknowledges receipt of monthly payments from the County pursuant to the terms of this Agreement for work performed since March 2016. The parties agree that if the term of this Agreement is extended for the year beginning March 1, 2020, the parties may adjust the price in accordance with the change in the CPI-U since March 1, 2016, and if the term is extended into 2021, the parties may adjust the price in accordance with the change in the CPI-U from March 1, 2020 to March 1, 2021.

4. Insurance. At the time of execution of this Agreement, REPUBLIC SERVICES shall be required to furnish a Certificate of Liability Insurance in an amount of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and \$500,000.00 per occurrence/aggregate for property damage to protect the County throughout the life of this Agreement against "all risks", and will name Floyd County, Georgia, its employees and elected officials as additional insured thereunder. Insurance coverage provided by REPUBLIC SERVICES shall include, but not be limited to, General Liability: Comprehensive Form,

2

Premises Operations, Products Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle

Liability. Workers' compensation and employer's liability shall be provided and shall be in statutory amounts.

5. Bond. REPUBLIC SERVICES agrees to furnish a bond in the sum of Two Hundred Fifty Four Thousand Five Hundred Twenty and No/100 Dollars (\$254,520.00) for the faithful performance of this Agreement, which bond shall be furnished contemporaneously with the execution of this Agreement.

6. Regulatory Agencies. REPUBLIC SERVICES shall be responsible for all required permits and/or licenses required by regulatory agencies of the City, County, State and/or federal government. REPUBLIC SERVICES shall also be responsible for meeting all requirements of any regulations or guidelines of any of said governmental entities or any independent agency recognized by said governmental entities as publisher of any such regulations or guidelines.

7. Independent Contractor. REPUBLIC SERVICES agrees that it is experienced and properly qualified to perform the functions and services set forth herein and that it has the proper equipment, and is organized and financed to perform such functions. REPUBLIC SERVICES at all times shall operate as an independent contractor and not as an agent or employee of the County, and nothing contained in this Agreement shall be construed to constitute REPUBLIC SERVICES as an employee, servant, agent or subcontractor of the County, it being the intent of the parties that REPUBLIC SERVICES shall always operate as an independent contractor.

8. Assignment of Contract Rights. REPUBLIC SERVICES shall not assign, transfer, convey or otherwise dispose of this Agreement without written consent of the County.

9. Indemnity. REPUBLIC SERVICES agrees to defend, indemnify and hold harmless the County, its employees and elected officials, from any and all claims, causes of actions, losses, suits and liabilities of every kind, including all expenses of litigation and attorney's fees or damages to any person or property arising out or related, directly or indirectly, to any work or operations performed by REPUBLIC SERVICES, any of its subcontractors of any tier or any other person or entity by reason of this Agreement. This indemnity shall apply even though any such damage to person or property is caused, in whole or in part, by any defect in the condition of equipment or premises of the County and shall apply regardless of whether such damages were contributed to by the negligence or fault of the County, or its employees or elected officials. This indemnity shall include, but not be limited to, not only any claims for damages on account of injury or illness of an employee of REPUBLIC SERVICES or any of its subcontractors of any tier, but shall also include any claim or action by the agents or representatives of such employee who is deceased or by the workers' compensation insurance carrier of REPUBLIC SERVICES or of any such subcontractor. REPUBLIC SERVICES is agreeing to indemnify County, its employees and elected officials from their own negligence or fault, but the indemnification shall not apply to damages caused by the sole fault of the county, its employees or elected officials, and which was not caused in part by the negligence or fault of REPUBLIC SERVICES or any other person or entity. As set forth in paragraph 4 above,

3

REPUBLIC SERVICES further agrees to name the County, its employees and elected officials, as additional insureds under its general liability insurance.

10. Termination of Contract. Based on the lack of appropriated funds, this Agreement and any continuation will terminate immediately and absolutely at any such time as there are no appropriated or otherwise obligated funds available to satisfy the County's obligations under this Agreement.

11. Termination For Cause. Should either party fail to comply with the terms and conditions of this Agreement, the aggrieved party must give, in writing, to the other party any complaint for noncompliance to the terms and conditions of this Agreement. The other party shall have fifteen (15) days to correct the matter. If corrected to the satisfaction to both parties within the 15 days and stated in writing, then the Agreement shall continue uninterrupted. Failure to correct the matter will result in termination of this Agreement at the end of thirty (30) calendar days following the date of the letter of the initial complaint at the election of the complaining party.

12. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

COUNTY: Floyd County Manager  
12 East 4th Avenue, Suite 210 Rome, GA 30161

REPUBLIC SERVICES:

Notices shall be effective upon receipt regardless of the form used.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof, except that all provisions of the Floyd County, Georgia, General Terms and Conditions Invitation to Bid and attachments attached, which includes the corresponding bid form and documents, hereto as Exhibit "A" shall be incorporated herein by reference and shall be binding on the parties as a part of this Agreement unless specifically contradicted by the terms set forth in Pages 1 through 5 of this Agreement. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

14. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

4

15. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

16 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that REPUBLIC SERVICES is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of the services outlined herein. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

17. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability

thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

18 Time of Essence. Time is and shall be of the essence of this Agreement.

19. Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing

20 Binding Effect. The parties agree that this Agreement constitutes a binding contract between themselves with a full meeting of the minds and a complete disposition of the issues. There are no essential terms of this Agreement missing herefrom that is or are necessary for performance of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission and/or portable document format ("PDF") via electronic mail, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

5

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, this 23 day of May, 2016.

FLOYD COUNTY, STATE OF GEORGIA

ATTEST:

JA AIG, I Clerk-

BFI Waste Services LLC d/b/a Republic Services of Adairsville/ Republic Services of GA

C

: &al a, rn 0

n•ti c.,

BY: Printed Title:

6

Performance Bond

Bond No: 880153

KNOW ALL MEN BY THESE PRESENTS, that BFI Waste Services, LLC, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the Floyd County, Georgia, as Oblige, in the penal sum of Two Hundred Fifty Four Thousand Five Hundred Twenty Dollars and 00/100 (\$254,520.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for Collection and Disposal of Solid Waste and Recycling with the above mentioned Oblige, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning March 1, 2016 and ending February 28, 2017
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall arise after:
  - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Oblige's right, if any subsequently to declare a Principal default;
  - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

ENIC Pert Bond (4/209)

Signed, sealed and executed this 29th day of February, 2016 .

BFI Waste Services. LLCEVERGREEN NATIONAL INDEMNITY COMPANY Surety

Witness:

imone a rederick

g gee e, A. jze

Principal

-

,

.

f-- Byf; kl,-;

---

Dru\_pmey,-Jr. Attorney-in-Fact rate-Segi)

Witness:

Brandi Heinbaugh

-

-

Atfbensiy-In-FaCK,-

-

=

A:Carp orife7.'Sel-).

By:

Rebecca M. Howard, Georgia Resident Agent

ENIC Pert Bond (4/209)

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever. WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC., a Delaware Corporation

STATE OF ARIZONA COUNTY OF MARICOPA

Subscribed and sworn to before me this 18th day of November, 2014 by Eileen B. Schuler, Assistant Secretary.

Notary Public

Notary Public State of Arizona Z c a ,t-C-----941 Maricopa County

cidt.1 I <- :49.' jej Jessica Ann Beatty - 5, .....:1 '7's, • . My Commission Expires 0525/2018

am""11,1"Wer/1.04"A""14"4-4

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH POWER OF ATTORNEY

POWER NO. 880153

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Kathleen M. Mitchell, Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Scott C. Alderman and Simone Rae Frederick its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00).

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and

these presents to be signed by its duly authorized officers this 1st day of December, 2014.  
EVERGREEN NATIONAL INDEMNITY COMPANY

By:  
Matthew T. Tucker, President  
By: David A. Canzone, CFO  
Notary Public)  
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

OwlmmiN,  
PENNY M HAMM la NOTARY PUBLIC  
rt. STATE OF OHIO  
%; • S. Comm. Expires April 04, 2017  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2017  
State of Ohio ) SS:

I, the undersigned, Secretary of the Evergreen CERTIFY that the foregoing Power of Attorney remains of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 29th National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY in full force and has not been revoked; and furthermore that the Resolution of the Board

,  
-  
-  
day cf-Februar42016;,  
/

=-• -  
-- -  
-  
Wan C. Collier, Secretary  
-

Page 1 of 1  
Wells Fargo Ins Services USA, Inc. (SEA)  
PO BOX 203588  
Dallas, TX 75320-3588  
(206) 731-1200  
INVOICE

Bill To: Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054  
Invoice Date: 02/29/2016 Transaction Date: 03/01/2016  
Print Date: 02/29/2016

Line	Pf.	Businats	Policy Numial.	Description	'Aiii;unt Due	Total
Surety	880153	IsSruiing Carrier Evergreen National Performance Bond Indemnity Company			\$1,145.00	
					-t'II ,145 .00:	

rem% A. ir.14. , I lk II Tcittallinvoice Balance \$1 ,145.0.0'

\$254,520.00 Performance Bond for BFI Waste Services, LLC to Floyd County, Georgia. Annual Premium. Bond requires continuation Invoice Message. certificate upon renewal.

Please send with payment:

Bill To Name Republic Services, Inc. Amount Paid:  
Invoice # 880153

Remit Payment To: Wells Fargo Ins Services USA, Inc. (SEA)  
PO BOX 203588 Account Name: Wells Fargo Insurance Services USA, Inc.  
Dallas, TX 75320-3588

Remit Electronic Payment To: Wells Fargo Bank N.A  
Wire RTN: 121000248; Bank Account #: 7431000000000710 ACH RTN: 021052053; Bank Account #: 42874722; Ref: 203588