

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee’s performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

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

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report