Addendum **1**

City of Springfield
The heart of Effingham

RFP 26-004 RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

Questions Asked and Answered October 23, 2026

1. Is the $25,000.00 bond a Bid Bond to be submitted with the response, or is it a Performance Bond to be provided only upon the successful bidders award, or are both a Bid Bond and a Performance Bond required? $25,000.00 Bid Bond to be submitted with the response,

2. For the city owned dumpster locations, can you please identify:
   i. address/location/dumpster size/number of dumpsters
      City Hall – 130 S Laurel St Springfield, GA – (1) 4yd dumpster and 2 carts
      Mars Theater- 106 S Laurel St Springfield, GA- (1) 4yd dumpster
      WWTP- 313 Industrial Blvd Rincon, GA – (1) 4yd dumpster
      Public Works Building – 200 E Fourth St Springfield- (1) 8 yd dumpster
      Public Parking Lot – 200 S Laurel St Springfield – (2) 8 yd cardboard recycling dumpsters
   ii. collection frequency; and Weekly
   iii. whether the contractor or City owns the containers Contractor Owned

3. Does the City intend the annual escalation provision to be the sole method of adjusting rates, or will extraordinary increases in fuel, disposal fees, governmental fees, taxes, or regulatory costs be considered separately? The City has not established a predetermined annual escalation provision. Vendors are responsible for proposing their rates, including any anticipated annual escalations or other proposed rate adjustment provisions, as part of their submission. All proposed pricing structures and escalation provisions will be considered during the evaluation process. The City expects vendors to account for foreseeable fluctuations in operating costs, including fuel, disposal fees, governmental fees, taxes, and regulatory costs. Any rate adjustments outside of the provisions agreed upon in the executed contract would require written justification and approval by the City and would not be automatic or guaranteed.

4. Can a copy of the current waste collection contract be provided to us? Yes.

5. The cost evaluation section says pricing must include all charges, pass-through provisions and profit ratio. Please define "profit ratio". All fees proposed to the City must be inclusive of all costs associated with providing the requested services, including overhead, administrative expenses, and contractor profit. The intent of this requirement is to ensure transparent, all-inclusive pricing and prevent additional charges, fees, or pass-through costs that were not clearly identified in the original proposal. The City does not require a separate disclosure of the contractor's profit margin.

CITY OF SRINGFIELD, GA
SOLID WASTE SERVICE AGREEMENT

This Agreement made and entered into on this the 8 day of June, 2021 by and between the City of Springfield, Georgia (hereinafter referred to as the "the City"), a municipal corporation having a principal place of business at 130 S. Laurel Street, Springfield, Georgia 31329 and Waste Pro of South Carolina, Inc. (hereinafter referred to as "Contractor"), a South Carolina corporation existing and organized under the laws of the State of South Carolina and registered to do business in Georgia having its principal place of business at 422 Industrial Park Rd, Hardeeville, SC 29927.

W I T N E S S E T H:

WHEREAS, the City desires that the Contractor provide waste hauling services for the City; and

WHEREAS, the Contractor desires to provide waste hauling services for the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than July 5th, 2021.

Section 2. TERM

The term of the Agreement shall be for a period beginning July 5th, 2021 and terminating July 4th, 2024. This Agreement shall be automatically renewed for consecutive two-year periods unless a party provides notice of intent not to renew at least 90 days prior to the end of the initial term or any renewal term.

Section 3. DEFINITION OF TERMS

3.1 Agreement. Shall mean this Agreement and the attached Exhibits.

3.2 Biomedical Waste. Shall mean any solid waste or liquid waste, which is defined as biomedical waste pursuant to O.C.G.A. § 12-8-22(1.1).

3.3 Bulk Goods. Household items that are too large to fit in your trash container, including appliances including refrigerators, ranges, water heaters, freezer. Furniture, mattresses or other household items that can be disposed of with the garbage being serviced in the curbside carts.

3.3 Commercial Service. Shall herein refer to the service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.4 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.5 Construction and Demolition Debris. Shall mean materials defined as such from time to time by the Department and O.C.G.A. § 12-8-22(5.1).

3.6 Contractor. Shall mean Waste Pro of South Carolina, Inc.

3.7 Department. Shall mean the Georgia Environmental Protection Division.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the proposed disposal facility or such other disposal facility designated by the City for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the City and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches.

3.12 Hazardous Waste. Shall mean any solid waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any applicable state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. 2601, *et seq.* as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "Hazardous Substances", as defined by Georgia Environmental Protection Division

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste land disposal area that is a fully permitted, Subtitle D Municipal Solid Waste Landfill.

3.15 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).

3.17 City. Shall mean the City of Springfield, Georgia, a municipal corporation having a principal place of business at 130 S. Laurel Street, Springfield, Georgia 31329.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash, Construction and Demolition Debris, Garden and Yard Trash.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the area within the corporate boundaries of the City, including any subsequent changes thereto.

3.22 Special Waste. Shall mean solid wastes listed in Exhibit A attached hereto.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4. GRANT OF RIGHT; GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash, Bulk Goods, and White Goods collection services within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse curbside collection service in the Service Area in accordance with the terms hereof. In furtherance of such grant, City shall take any and all actions, which may be necessary or desirable to enforce the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a fully permitted Subtitle D Municipal Solid Waste Landfill.

Section 5. CURBSIDE GARBAGE COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse other than those items excluded under Section 6.5 from all pickup locations in the Service Area.

5.2 Frequency of Collection. Contractor shall collect Refuse from residences and places business within the Service Area once per week.

5.3 Point of Pickup of Refuse. Collection of Refuse shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle.

5.4 Handicap / Disabled /Elderly Services. The Contractor shall provide back door residential refuse collection at no extra charge for City-approved customers with documented medical records that indicate they are unable to roll carts to the curb. If it is readily apparent that the customer cannot roll his or her cart to the curb (for example, if the customer is wheelchair bound) then medical records shall not be required to receive this type of service.

5.5 Carts. The Contractor shall initially provide every served location with a new garbage cart (and additional cart if requested).

5.6 Notification of Customers. Contractor shall notify all customers about service inquiry procedures, regulations, and day(s) of collection. On collection day, if the Refuse to be collected is mixed with materials excluded under this Agreement, or if the garbage cart is improperly placed or overloaded, then the Contractor shall not be obligated to collect such Refuse and shall notify the customer and the City of the reasons for not collecting the Refuse.

Section 6. BULK AND WHITE GOODS COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Bulk and White Goods from or generated by any location receiving services outlined in section 6.

6.2 Frequency of Collection. Bulk and White Goods will be collected weekly at the same time the curbside garbage is being serviced.

6.3 Point of Pickup of Bulk & White Goods. Collection of Bulk and White goods shall be at curbside beside the Contractor-provided cart, or other such locations as will be easily seen and provide ready accessibility to Contractor's collection crew and vehicle.

6.5 Exclusions. Special Waste, Hazardous Waste, Biomedical Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, are excluded from Contractor's obligation to collect and dispose of waste.

6.6 Limitations. Each pickup is limited to a total of 4 items and a cumulative weight of 200 pounds.

Section 7. CITY FACILITIES

7.1. Dumpsters for City Facilities. At no cost to the City, Contractor shall provide separate dumpsters for each of the City facilities listed in Section 7.2.

7.2 Duties. At no cost to the City, Contractor shall collect and dispose of garbage from or generated by the following City facilities on the same schedule and manner as provided to the residents and commercial business of the City.

(a) City Hall
(b) Police Department
(c) WWTP (excluding sludge)
(d) Public Works
(e) Mars Theatre

7.3 Cardboard Dumpster. Contractor shall provide a cardboard dumpster to the City, to be placed at a location of the City's choice. The dumpster will be serviced as requested by the City and all proceeds from the recycling of cardboard will be disbursed to the City.

Section 8. SCHEDULES AND ROUTES

8.1 Schedules. Contractor shall provide City with schedules for all residential collection routes.

8.2 Holidays. Contractor will not provide service on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, and Christmas. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse the next day. For example, if the holiday falls on Monday, the service will be provided on Tuesday. If the holiday falls on a Friday, the service will be provided on Saturday.

Section 9. SPECIAL WASTE COLLECTION

Contractor may offer Special Waste collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste.

Section 10. MISSED COLLECTIONS; COMPLAINTS

10.1 In the event that a regularly scheduled collection is missed and a complaint received by the City or the Contractor, and where no fault can be found on the customer's part, a special collection of the Refuse by the Contractor shall be required by the close of business on the next business day.

10.2 The Contractor shall receive and respond to all complaints regarding services provided under this Agreement. Any complaints that the City receives will be directed to the Contractor's office. Should a complaint go unresolved for three business days after the Contractor has been notified of it, the City shall have the right to demand an explanation and resolution to its reasonable satisfaction.

10.3 The Contractor shall provide, at its expense, a suitable office located in the vicinity of the Service Area with telephone service where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

10.4 Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after receipt and Owner shall have the right to review Contractor's records regarding the receipt and handling of complaints.

Section 11. PAYMENT AND BILLING

11.1 Billing. Contractor shall bill the City for services provided during the previous month and City shall pay Contractor within 30 days of receipt of such invoice. The rates for such service shall be initially as set forth in Exhibit B.

11.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average from May of one year to April of the following year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year. The first adjustment shall not be considered until the end of April 2022.

(b) Changes in Disposal Costs. The parties acknowledge that the current Disposal Cost is $ 40 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of residential solid waste collected pursuant to this Agreement will change. In

the event of such change in the Disposal Cost, the collection rates shall be increased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the per-unit rates shall include a landfill disposal portion based on each resident generating 0.91 tons of Refuse per year.

(c) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to Sections 11.2(b) and (d) of this Agreement.

(d) Change in Disposal Site. Should the City designate a disposal site other than the Chatham County Transfer Station, Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide City with supporting documentation for such adjustment and City shall respond to such claim within 30 days of receipt of it.

Section 12. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

12.1 Organization, Power and Authority. Contractor is a corporation duly organized and validly existing and authorized to engage in business under the laws of the State of Georgia, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

12.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

12.3 Equal Employment and Non-Discrimination. Contractor hereby acknowledges and commits to the City's Equal Employment and Non-Discrimination policies. Contractor is an Equal Employment Opportunity ("EEO") employer committed to providing equal opportunity in all of its employment practices, including but not limited to, recruitment, selection, hiring, assignment,

re-assignment, promotion, transfer, and compensation, discipline and termination. Contractor prohibits discrimination, harassment, and/or retaliation in employment based upon race; color; religion; national origin; sex (including same sex); sexual orientation, pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; public assistance status; or any other category protected by federal, state or local law.

Section 13. BREACH AND DEFAULT

In the event either party breaches this Agreement or defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting or breaching party shall give the other written notice of each default or breach, specifying with particularity the default or breach complained of. In the event that the defaulting or breaching party fails or refuses to cure each default or breach within thirty (30) days from receipt of such notice, then the non-defaulting or non-breaching party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

Section 14. PERMITS, LICENSES, AND TAXES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor shall promptly pay all taxes which it is required to pay under local, state, and federal law.

Section 15. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

15.1 Certificate. During the term of this Agreement and any renewals thereof, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without thirty (30) days' prior written notice to City. Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

15.2 Workers' Compensation. Contractor shall provide and maintain during the term of this Agreement and any renewals thereof, at its own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

15.3 Employer's Liability. Contractor shall provide and maintain during the term of this Agreement and any renewals thereof, at its own expense, Employer's Liability coverage to apply for all employees with a limit of $500,000.00 per accident.

15.4 Comprehensive General Liability. Contractor shall provide and maintain during the term of the Agreement and any renewals thereof, at its own expense Comprehensive General Liability coverage and shall have City named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.
Independent contractors.
Products and/or completed operations.

15.5 Business Automobile Policy. Contractor shall provide and maintain during the term of the Agreement and any renewals thereof, at its own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.
Hired and non-owned vehicles.
Employer's non-ownership.

15.6 Excess Umbrella Policy. Contractor shall provide and maintain during the term of this Agreement and any renewals thereof, at its own expense, Excess Umbrella Liability Coverage with a limit of $1,000,000.00 per occurrence.

15.7 Bond. Contractor shall provide City, at Contractor's own expense, with a performance bond in the amount of Twenty Five Thousand Dollars ($25,000.00) for the faithful performance of Contractor's duties and obligations under this

Agreement. The bond shall be executed by a surety company licensed to do business in the State of Georgia.

Such security may be issued for a period shorter than the term of the Agreement, but no less than one year (the "Initial Bond Period"). The City, in its sole discretion, shall determine whether the Contractor has to extend the bond beyond the Initial Bond Period and, if so, for what amount of time. After the Initial Bond Period, the bond may be extended through the remainder of the term of the Agreement.

If the bond is to be extended, it may be extended by continuation certificate executed by the Surety, at the option of the Surety for an additional annual term. Neither non-continuation by the Surety, nor failure, nor inability of the Contractor to file acceptable replacement security shall constitute a loss recoverable under the bond. Failure of the Contractor to furnish and maintain adequate security shall be considered a material default by the contractor, but not the Surety.

In the event of a default under this provision by the Contractor, the City, without terminating the Agreement and in addition to other equitable, legal, and contractual remedies available to it, may withhold further payment for services until such time as security meeting the requirement of this Section is delivered by the Contractor and accepted by the City.

Section 16. BOOKS AND RECORDS

16.1 Contractor shall provide monthly to the City a detailed measurement of the amount and composition of solid waste generated by the City. These amounts must be reported to the City by the 15th of each month for the previous month's collections.

16.2 Contractor shall also keep a record of all solid waste weight tickets (the tickets printed each time a garbage truck crosses the scales at the entrance to a landfill) for a period of three years after receipt and City shall have the right to review Contractor's records regarding the same.

16.3 The City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. Contractor shall maintain all records in accordance with Georgia's Local Government Records Retention Schedules. City shall maintain such records in a confidential manner to the extent permitted by law.

16.4 The City shall have the right to require Contractor to submit to the City at any time, the name and business address of each officer, director, and holder of ten percent (10%) or more of the stock or other ownership interests of such corporation or other business entity.

Section 17. NOTICES

Notice sent by certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, pandemics, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from a third party and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Agreement.

Section 20. AMENDMENTS

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the City and the Contractor.

Section 21. CONSTRUCTION OF AGREEMENT

The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the contract to be drafted.

Section 22. ASSIGNMENT

This Agreement may not be assigned or transferred in whole or in part by the Contractor without the prior written approval of the City. Failure to obtain the City's approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 23. GOVERNING LAW; FORUM SELECTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 24. ENTIRE AGREEMENT

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 25. PARAGRAPH HEADINGS

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 26. NO CREATION OF RELATIONSHIPS

Nothing in this Agreement, nor any act of the City or Contractor, shall be deemed or construed to create any third-party beneficiary or principal/agent association or relationship involving the City.

Section 27. INDEMNITY

27.1 Contractor acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Contractor therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder. Contractor further covenants and agrees that the City shall not be liable to Contractor for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

27.2 To the extent that Contractor has claimed an exemption to any of its copyrighted material, trade secrets, or other proprietary information being disclosed as a matter of public record, Contractor agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request.

27.3 Contractor acknowledges that it is independent of the City and accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for worker's compensation, Social Security, unemployment benefits, health benefits, sick leave or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Agreement. Contractor further agrees to defend, indemnify, and hold harmless the City from any claims or liability for such contributions or taxes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

CITY OF SPRINGFIELD GEORGIA INCORPORATED 1907

ATTEST:

By: Jennifer Y. Smith

Title: City Clerk

CITY: THE CITY OF SPRINGFIELD

By: Barton A. Alderman

Title: MAYOR

ATTEST:

Geri Placencia

WASTE PRO OF SOUTH CAROLINA, INC.

By: _____

Title: 6-10-21

Exhibit A
Special Wastes

Special Waste are those that are above and beyond the normal limits of every day house keeping and maintenance. Examples of Special Waste include but are not limited to:

1. Garden and Yard Trash
2. Construction and Demolition Debris
3. Oversized Waste of any Type
4. Propane Tanks
5. Storm Debris
6. Loose Un-containerized materials
7. Any Materials Requiring Special Handling
8. Bulk or White goods that exceed the limitations outlined in 6.6

The collection of Special Wastes will be priced upon application and billed separately to the customer.

Exhibit B
Rates

The rates charged for the services included in this Agreement are established as indicated below:

1. Once per week Garbage Service $9.99 per month
   - billed to the City

2. Once per week Garbage Service (Additional Cart) $6.24 per month
   - billed to the City

2. Once per week Bulk and White Goods $10.00 per pickup
   - billed to the resident / business owner

FIRST AMENDMENT
TO SOLID WASTE SERVICE AGREEMENT

THIS FIRST AMENDMENT TO THE CONTRACT ("First Amendment") is entered into this 1st day of April, 2025 ("Effective date"), by and between Springfield, Georgia (the "City"), a political subdivision of the State of Georgia, and Waste Pro of South Carolina, Inc. ("Contractor"), a South Carolina Corporation authorized to do business in the State of Georgia. The City and Contractor shall hereinafter collectively be referred to as the "Parties"."

WITNESSETH:

WHEREAS, on or about the 8th day of June, 2021, the Parties executed a contract wherein Contractor agreed to provide solid waste collection and disposal services to the City (the "Agreement");

WHEREAS, the Parties now wish to amend the Agreement as described in this First Amendment;

NOW, THEREFORE, AND IN CONSIDERATION for the mutual covenants herein, the City and Contractor agree as follows:

1. Section 2 of the Agreement shall be amended and restated in its entirety as follows: The term of the Agreement shall be for a period of two-years beginning on April 1, 2025. This Agreement will automatically renew for consecutive two-year periods under the terms included herein, unless either party provides notice of intent not to renew at least 90 days prior to the end of the term. Beginning on April 1, 2025, the rate for "once per week Garbage Service" shall be $14.00 per month, subject to annual CPI adjustments as provided in Section 11.2.

2. Section 2 of the Agreement, as amended above, shall supersede and be controlling over any conflicting provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date written above.

SPRINGFIELD, GEORGIA

By: _____
BARTON ALDERMAN
Its: Mayor

Attest: _____
Its: City Clerk

CITY OF SPRINGFIELD GEORGIA INCORPORATED 1907

WASTE PRO OF SOUTH CAROLINA, INC.

By: _____

Title: _____

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TO SOLID WASTE SERVICE AGREEMENT

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WITNESSETH:

WHEREAS, on or about the 8th day of June, 2021, the Parties executed a contract wherein Contractor agreed to provide solid waste collection and disposal services to the City (the "Agreement");

WHEREAS, the Parties now wish to amend the Agreement as described in this First Amendment;

NOW, THEREFORE, AND IN CONSIDERATION for the mutual covenants herein, the City and Contractor agree as follows:

1. Section 2 of the Agreement shall be amended and restated in its entirety as follows: The term of the Agreement shall be for a period of two-years beginning on April 1, 2025. This Agreement will automatically renew for consecutive two-year periods under the terms included herein, unless either party provides notice of intent not to renew at least 90 days prior to the end of the term. Beginning on April 1, 2025, the rate for "once per week Garbage Service" shall be $14.00 per month, subject to annual CPI adjustments as provided in Section 11.2.

2. Section 2 of the Agreement, as amended above, shall supersede and be controlling over any conflicting provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date written above.

SPRINGFIELD, GEORGIA

By: _____
BARTON ALDERMAN
Its: Mayor

Attest: _____
Its: City Clerk

CITY OF SPRINGFIELD GEORGIA INCORPORATED 1907

WASTE PRO OF SOUTH CAROLINA, INC.

By: _____

Title: _____