



"Your Trash is Our Business"

www.di

Revised 2022
Contract for
5 years

June, 2024
~~May 7, 2024~~

Contract for Trash Hauling Services

THIS IS AN ADDENDUM TO THE ORIGINAL CONTACT FROM OCTOBER 2022

D&S Sanitation and the Town of Calhoun Falls agree to the following:

The Town of Calhoun Falls grants D & S Sanitation the exclusive right to collect and dispose of all residential waste for the next five years.

D & S Sanitation will collect household waste for the Town of Calhoun Falls on a weekly basis. This does not include recycling or any other waste that may be on the side of the road with the carts.

D & S Sanitation asks that all trash be in bags and inside the carts. If it is determined that customers need an extra cart, the Town of Calhoun Falls will be notified.

The following are the new monthly rates for service.

| Year | New Rates | | | | |
|-------|-----------------------------|----------|----------|----------|----------|
| | Jun-24 Jul 24 | 2025 | 2026 | 2027 | 2028 |
| Resi | \$ 9.00 | \$ 9.00 | \$ 10.00 | \$ 10.00 | \$ 11.00 |
| Comm | \$ 25.00 | \$ 25.00 | \$ 25.00 | \$ 25.00 | \$ 25.00 |
| Comm | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 |
| Extra | \$ 8.00 | \$ 8.00 | \$ 8.00 | \$ 8.00 | \$ 8.00 |

The following is the number of containers billed currently. D & S Sanitation will provide carts at town events for the Town Yard Sale and Blue Hole Festival at no charge.

| | Residential | Commercial | Commercial 2 | Extra |
|------------|-------------|------------|--------------|-------|
| # of homes | 918 | 29 | 5 | 26 |

**These numbers are subject to change if new residents/businesses are added.*

D & S Sanitation will use the numbers to calculate billing each month, unless there are changes to the count. All changes should be emailed to D & S at the designated email address below.

The following are the monthly and yearly charges based on the new rates and the containers listed above.

| Year | 2024 | 2025 | 2026 | 2027 | 2028 |
|---------------|--------------|--------------|--------------|--------------|--------------|
| Monthly Total | \$ 9,245.00 | \$ 9,245.00 | \$ 10,163.00 | \$ 10,163.00 | \$ 11,081.00 |
| Yearly Total | \$110,940.00 | \$110,940.00 | \$121,956.00 | \$121,956.00 | \$132,972.00 |

**These numbers are subject to change based on the number of containers.*

Thank you for your business!



"Your Trash is Our Business"

402 Kay Street
Belton, SC 29627
864-847-4170
www.dandssanitation.net

Payment is due each month on the 15th. Payment must be received via check and mailed to 402 Kay Street, Belton SC 29627. An additional late fee of 2% will be charged if payment is not received by the 25th of the month. Please contact the treasurer Calandra Young if payment will not be made prior to the next billing cycle.

The first billing for new rates will be ~~June~~^{July} 1, 2024.

Residents of the Town of Calhoun Falls will not correspond with D & S Sanitation concerning their household waste. All issues and concerns should be communicated by Town of Calhoun Falls staff to the office of D & S Sanitation via email as soon as possible. This ensures the city has the ability to know and understand any issues the residents may have and if D & S Sanitation is performing at the expected service level.

D & S contact information:

- Email - info@dandssanitation.net
- Phone - 864-847-4170

Town of Calhoun Falls contact information:

- Email - _____
- Phone - _____
- Emergency Contact - _____

Signed:

D & S Sanitation, Inc. Owner
Charles Simmons

06/26/2024
Date

Town of Calhoun Falls Mayor
Terrico Holland

06/17/2024
Date

Thank you for your business!

CONTRACT

THIS CONTRACT (the "CONTRACT") is made and entered into this 7th, day of, April, 2017, by and between the TOWN OF CALHOUN FALLS, SOUTH CAROLINA, a governmental subdivision of the State of South Carolina, (the "TOWN"), acting by and through its authorized representative, (the "TOWN ADMINISTRATOR"), and D & S SANITATION, INC., a corporation duly authorized to transact business in the State of South Carolina, (the "COMPANY").

WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Company to provide Solid Waste management, collection, hauling, and disposal services; in accordance with the mandates of local, state and federal legislation; and

WHEREAS, the Town has determined that the Company is qualified to provide the services and the Company desires to provide those services;

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

Section 1. Definitions

1.1 **Approved Containers & Carts** shall include a Roll-Out Cart Receptacle with two (2) wheels and a properly designed axle and fittings with a top lid that is to remain closed except when loading household garbage and Solid Waste and with a body consisting of approximately ninety-five (95) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with the proper configuration of attachments for the hydraulic lifts that are to be affixed to reach vehicle body.

1.2 **Bag** are defined as plastic or canvas sacks designed to store and enclose Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top.

1.3 **Bulky Waste** are large items such as furniture, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal Solid Waste collection, processing or disposal methods.

1.4 **Change in Law** means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting

a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

1.5 **Collection** is the act of pickup and removing Solid Waste to a transfer station facility, recycling processing facility or approved ultimate disposal facility. The same act is provided in handling Recyclables to the processing center.

1.6 **Commercial Collection Service** shall mean the Collection of Commercial Solid Waste generated on Commercial Property.

1.7 **Commercial Property** shall mean all the improved property in the Town that is used for: (a) Multiple Dwelling Units; or (b) commercial, institutional, church, not-for-profit, governmental, nonresidential or industrial purposes.

1.8 **Commercial Solid Waste** shall mean Garbage, Bulk Trash, Trash, and that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulk Trash, Trash, and Industrial Solid Waste generated by or at: (a) commercial business, including, without limitation, retail stores, offices, restaurants, and warehouses; (b) governmental and institutional offices and buildings, including, without limitation, schools and hospitals; (c) churches and not-for-profit organizations; (d) hotels and motels; (e) Multiple Dwelling Units that use Commercial Containers; (f) Mobile Home Parks that use Commercial Containers; and (g) agricultural and industrial facilities.

1.9 **Compactor** shall mean any Solid Waste container that has a stationary or mobile compaction mechanism.

1.10 **Construction and Demolition Debris** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of Solid Waste will cause it to be classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

1.11 **Construction and Demolition Debris Commercial Container** shall mean a Commercial Container that is used to hold Construction and Demolition Debris.

1.12 **Construction and Demolition Debris Service** shall mean the Collection and transport of Construction and Demolition Debris in a Commercial Container or a Construction and Demolition Debris Commercial Container in the Town by the Company.

1.13 **Disposal Site** shall mean a facility for ultimate Disposal of Solid Waste.

1.14 **Garbage** is all putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption and the accumulation of waste including vegetable waste and other similar matter that is left over from the preparation, processing, consumption, dealing in or with the handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, by no way of limitation, used tin cans and other food containers and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodents, but excluding human waste.

1.15 **Hazardous Waste** is any type of chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.16 **Industrial Solid Waste** (Industrial Waste) shall mean Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather or leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastic products and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment This term does not include mining waste or oil and gas waste.

1.17 **Medical Wastes** are any Solid Waste generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.

1.18 **Multiple Dwelling Units** shall mean any building containing four (4) or more permanent living units. Multiple Dwelling Units include condominiums, but do not include hotels or motels.

1.19 **Municipal Solid Waste (MSW)** is Solid Waste resulting from the operation of residential, commercial, industrial, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private Solid Waste management service. Municipal Solid Waste never includes Hazardous Waste, Special Waste, Medical Waste, or Solid Waste from mining or agricultural operations.

1.20 **Person** shall mean any and all persons, natural or artificial, including, without limitation, any individual, firm, partnership, corporation, company, association, social club, fraternal organization, church, religious sect, religious denomination, society, organization or league, estate, trust, receiver, executor, administrator, trustee, or syndicate, municipal corporation, municipality, district or county of South Carolina and any other state; any governmental agency or political subdivision of any state or the federal government; or any other legal entity, and any group or combination of the above acting as a unit.

1.21 **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials are not Solid Waste.

1.22 **Refuse** shall mean all non-putrescible waste.

1.23 **Residential Unit** is a dwelling within the Service Area, as hereinafter defined, occupied for at least a portion of the relevant month by a person or group of persons. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether of single or multi-level construction shall be treated as a Residential Unit. On any one collection day, the Company will collect from each Residential Unit (and Town approved small businesses) all Garbage in approved containers.

1.24 **Roll-Off Container** shall mean a Drop Box or Compactor used for Collection of Permitted Materials and serviced by a Roll-off Collection Truck.

1.25 **Roll-Off Collection Truck** shall mean a collection vehicle with a mechanical device such as a winch that pulls or loads a Roll-Off Container onto the truck bed or attached trailer and separately transports each Roll-Off Container to a Disposal Site or Processing Site.

1.26 **Rubbish** shall be defined as waste materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste or Yard Debris.

1.27 **Sanitary Landfill** is a facility for disposal of Solid Waste on land in a sanitary manner in accordance with the laws and regulations concerning sanitary landfills or part of a disposal facility where waste is placed in or on land which is not a land-treatment facility or a surface impoundment, an injection well or a hazardous waste long-inter storage facility or a surface storage facility. In the State of South Carolina, a Sanitary Landfill must be in compliance with the rules, regulations, laws and ordinances of the State of South Carolina and Federal Regulations promulgated as Subtitle D Landfill Facilities.

1.28 **Services** are the Solid Waste and Recycling management, collection, hauling, and disposal services provided by the Company as set forth in Section 4 hereof.

1.29 **Service Area** is where all Residential Units, Commercial Property, and approved light industrial entities are found within the confines of the Town's corporate boundaries, along with all dwellings outside of the Town's corporate boundaries that receive Solid Waste Collection services from the Town as of the effective date of this Contract.

1.30 **Special Waste** is Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead acid batteries and Medical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemicals containing equipment; demolition debris; incinerator ash; medical wastes; off spec chemicals; sludges; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.31 **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

1.32 **Solid Waste** is all solid and semi-solid Garbage, Refuse, Rubbish and Trash, but never (a) Hazardous Waste or Special Waste, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).

1.33 **Solid Waste Disposal Site** is a location at which Solid Waste is disposed of by incineration, Sanitary Landfill or other approved method by local, state and federal rules and regulations.

1.34 **Transfer Station** shall mean a site at which Solid Waste is concentrated for transport to an approved Landfill Facility.

1.35 **Trash** shall mean all accumulations of refuse, rags, paper, paper boxes and containers, sweepings, other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Debris.

1.36 **Uncontrollable Force** shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. Such causes may include, by way of example and not limitations, but is not limited to, an act of God (hurricanes, tornadoes, landslides, lightning, storms, earthquakes, fire, flood, epidemic or other natural disaster); acts of war or public enemy; act of foreign enemies; invasion; terrorism; hostilities (regardless of whether war is declared); civil war; civil commotion or civil disturbance; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; nationalization; riot or, governmental interference; explosion; accident; blockade; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the Services envisioned by this Agreement, provided that such failure is not due to any act or failure to act of the Company; national defense requirements; or any judicial administrative or governmental laws, regulations, requirements, rules, orders or actions, injunctions or restraining orders or any other event beyond the control of the Company renders substantially impossible its performance hereunder.

1.37 **White Goods** are inoperative and discarded refrigerators, ranges (with all Freon removed), water heaters, freezers, scrap metal, copper and iron and other similar domestic and commercial large appliance.

1.38 **Yard Debris** is Solid Waste consisting solely of vegetative matter resulting from landscaping maintenance.

Section 2. Award

2.1. The Town hereby awards the Contract to the Company. The Company shall be the only person or entity to provide Services on behalf of the Town within the Service Area, as expanded by any subsequent annexation, during the term hereof and all renewals and extensions.

Section 3. Term

3.1. The Term of this Contract shall begin on May 1st, 2017 (the "Commencement Date") and continue for a term of five (5) years, provided however, that the term of this Contract shall extend without further action of the parties for an additional term of five (5) years followed by the mutual agreement of parties for successive additional five (5) year terms; unless, not less than one hundred twenty (120) days before the termination of

the then current term one party notifies the other of its desire to terminate the Contract at the conclusion of the then current term. Any such written notice shall be served by certified or registered mail, return receipt requested as defined in Section 24 (NOTICE) of this Contract. In no event shall the total term of this Contract (including all renewals or extensions) extend beyond that allowed by applicable South Carolina State law.

Section 4. Service

4.1 Residential & Small-Commercial Carts

4.1.1. Municipal Solid Waste. The Services to be provided by the Company shall be for once per week curbside Collection of residential household garbage (MSW) from an initial approximately eight hundred (800) Residential Units and Town-approved small commercial businesses. Should a location generate on a continuing basis more volume than the capacity of one (1) Cart will accommodate, the Town will authorize the Company to provide an additional Cart for servicing at the then current per Cart rate.

The Company will service each Residential Unit and Town-approved business utilizing one (1) Company Roll Out Cart for the storage and collection of MSW. In the event that the Roll Out Cart for any Residential Unit or small business must be replaced, the Company shall provide any such Roll Out Carts as soon as is practicable at no charge to the Town or the customer except in the event of damage or vandalism not due to normal wear of the cart. Under such circumstances, the Town will assess the cost of repair or replacement to the customer's monthly billing statement. In the event that additional Roll Out Carts are required for any Residential Unit or small business, the Company shall provide any such Roll Out Carts as soon as is practicable and shall provide the Services for such Roll Out Carts at the then-current rate charged by the Company for each MSW Roll Out Cart. The color of all MSW Roll Out Carts issued by the Company shall be black.

4.2. Company shall discontinue collection Service at any location set forth in a written notice sent to the Company by the Town. Upon further notification by the Town, the Company shall resume collection on the next regularly scheduled collection day. All other service additions or deletions shall be adjusted on a monthly basis.

4.3. The Company shall notify the Town should an occasion arise where the landfill or Transfer Station is denied due to a holiday or other closure which would render pickup Service impractical and Company shall be excused from pickup on Town-approved holidays.

Section 5. Ownership of Solid Wastes

5.1. Upon collection, title to all collected approved Solid Waste shall be accepted by the Company upon placement into the Company's equipment, except for any Hazardous Waste materials and other items excluded herein, and the responsibility for all Solid

Waste shall remain that of the Company until deposited in a DHEC approved Transfer Station Facility and/or Landfill Facility.

Section 6. Newly Developed & Annexed Area

6.1. The Company will, within thirty (30) days of notification by the Town, provide the Services at the same frequency and quality required by this Contract to newly annexed areas. As vacant areas within the existing Service Area are developed and occupied, the Company shall, after proper notification from the Town, provide the Services as required by this Contract on the next scheduled day of collection following proper notification.

Section 7. Point of Contact

7.1. All dealings and contacts between the Company and the Town shall be directed between the designated Supervisor/Manager of the Company and the Town Administrator or his/her designee

Section 8. Observed Holidays and Inclement Weather

8.1. The following holidays may be observed by the Company:

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| New Year's Day | Martin Luther King, Jr's Birthday | |
| Memorial Day | Good Friday | Memorial Day |
| Independence Day | Labor Day | Thanksgiving Day and day after |
| Christmas Day and day after | | |

8.2. The Company may decide to observe any or all of the above-mentioned holidays by the suspension of the Services on the holiday. The Company shall be responsible for publicizing any changes in Town-approved collection schedules due to the observance of the above holidays. Proper publicizing includes the Company providing brochures or leaflets and similar information immediately prior to the scheduled change and/or the purchasing of advertising from the newspaper and/or other media serving the affected area to assure communications with citizens. The Company shall deliver Service on the next business day following the observed holiday.

8.3. The Town herein agrees that the Company may not be able to provide Services on days when the approved landfill facilities are closed; however, the Company shall provide notice to the Town as quickly as reasonably possible should such a scenario occur.

8.4. In the event of inclement weather that adversely effects the routine delivery of Service, the Company shall deliver Service on the next business day following the alleviation of inclement weather.

Section 9. Exclusions

9.1. The Company shall not be required to collect, transport, dispose of or otherwise handle Commercial/Residential Dumpsters, Bulky Waste, Recyclables, Construction and Demolition Waste, Dead Animals larger than ten (10) pounds, Hazardous Waste, Medical Waste, Special Waste, White Goods, Yard Waste, Industrial Wastes, toxic substances, seepage, storm debris, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Municipal Solid Waste in Section 1 (DEFINITIONS) of this Contract; nor shall the Company be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.

9.2. The Services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which the Company has no control. In the event of such a flood, hurricane or other acts of God, Company and the Town shall negotiate the payment to be made to Company for additional services, if the Company and Town, agree that the increased volume is to be handled by the Company. Further, if the Town and Company reach such agreement, the Town shall grant the Company variances in routes and schedules as deemed necessary by the Company.

Section 10. Schedules & Reports

10.1. The Town and the Company shall abide by the Town's procedures for notification of Clerk complaints, inquiries and requests as well as adding new accounts, canceling existing accounts and increasing or decreasing the service requirements of the Town's customers to provide proper resolution within forty-eight (48) hours of notice on normal work days Monday through Friday. Should a request for change in occur on Friday, the Company shall have until the end of the day Monday to process and implement the change for the customer.

Section 11. Rates and Fees

11.1. **Residential & Small Commercial Services:** For the residential and small commercial business Services provided with Roll Out Carts, the Company shall be compensated by the Town at the rate of Ten Dollars and Zero Cents (\$10.00) per month, per MSW Roll Out Cart for which Services are provided. The number of residential and commercial business estimated are approximately eight hundred (800). The Company shall be compensated by the Town at the rate of Six Dollars and Zero Cents (\$6.00) per additional Roll Out Cart where existing Service is being provided. Adjustments shall be made monthly by mutual agreement with the Company providing the Town with documentation of all increases and decreases by location. The Town may additionally provide the Company with information regarding decreases in any such number which the Company shall, upon verification, use to adjust the total number of Roll Out Carts Serviced by the Company accordingly.

11.2. **Rate Increases:** The Company shall maintain the rate of Ten Dollars and Zero Cents (\$10.00) per month, per MSW Roll Out Cart for which services are provided for

the first two (2) years of this Contract. After the second (2nd) year the rates will increase by an increment of Fifteen Cents (\$0.15) per year after that to the expiration of this Contract. Fee schedule is as follows:

| | | |
|----------------------|--------------|------------------------|
| 1 st Year | \$10.00/cart | \$6.00/additional cart |
| 2 nd Year | \$10.00/cart | \$6.00/additional cart |
| 3 rd Year | \$10.15/cart | \$6.00/additional cart |
| 4 th Year | \$10.30/cart | \$6.00/additional cart |
| 5 th Year | \$10.45/cart | \$6.00/additional cart |

11.3. **Landfill Fees:** The Town shall be responsible for the payment of any and all landfill fees associated with MSW.

Section 12. Date of Payment

12.1. The Company shall provide, to the Town, an invoice by the 1st of the month in which Services are rendered. The payment by the Town for each calendar month of Services provided by the Company will be processed and mailed within ten (10) days of the date of receipt of the invoice. If the Fifteenth (15th) of the month falls on a day which the Town is not open for business, payment shall be due on the next day of Town business proceeding the fifteenth (15th).

Section 13. Indemnification

13.1. The Company shall indemnify the Town against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by (a) the Company's negligent or willful misconduct in providing the Services herein required, or (b) the Company's negligent or willful misconduct in its operation of its equipment in connection with the performance or the Services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Town shall notify the Company immediately. The Company shall have the right to defend or contest any such claim or demand in the name of the Town. The Town shall provide such cooperation in connection therewith as the Company may reasonably request and shall make available to the Company or its representatives all records and other materials reasonably required in such defense. So long as the Company is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Town has been required by order of any court to pay any sum arising from the subject matter of the suit.

Section 14. Force Majeure

14.1. The Company shall be relieved of its obligations hereunder in the event of Uncontrollable Forces; Change in Law; or the order or judgment of any federal, State, or local court, administrative agency or governmental body if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the

contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party.

14.2. During such periods a mutually agreed reduction in charges reflecting the reduction in Services shall be made. The Company shall make all reasonable efforts to resume Services as expeditiously as reasonably possible.

Section 15. Permits & Licenses

15.1. The Company shall obtain and maintain at its expense all of the necessary permits and licenses from the Town, the State and any Federal agencies that require such a permit or license.

Section 16. Additional Requirements

16.1. All performance and Service by the Company shall be subject to inspection and examination and testing by a Town-designated representative at any reasonable time during the Term of the Contract. A continued finding of unsatisfactory Service shall constitute a Breach of Contract and possible grounds for termination by the Town if not readily remedied by the Company in the determination of the Town. The following procedure shall be followed in the event of a Breach of Contract: The Company shall have ten (10) days after receiving notice of such a breach from the Town to correct or abate the breach. In the event the breach has not been corrected or abated within the initial ten (10) day period, the Town shall provide written notice of such breach to the Company and the Company shall then have twenty (20) days after mailing of the written notice of such breach from the Town to correct or abate the breach. Should the Company fail, refuse, or neglect to correct or abate the breach within the twenty (20) day period, the Town may, at its sole option, immediately terminate the Contract by giving written notice of such termination to the Company. Any notice provided for herein shall be properly submitted in line with Section 21 (NOTICE) of this Contract. In the event the Contract is terminated, the Town may contract with another firm to carry out the duties and responsibilities of the Company or exercise the option to perform the Services and duties of the Company with the Town's personnel.

Section 17. Required Insurance of Company

17.1. During the term of this Contract and all extensions, Company shall maintain in full force and effect the following insurance and a Certificate of Insurance will be provided Town upon execution of the Contract:

| COVERAGE | LIMITS of LIABILITY |
|---|----------------------------|
| All scheduled automobiles | \$1,000,000.00 |
| General Liability – Aggregate | \$1,000,000.00 |
| Products-Comp/Ops Liability Aggregate | \$1,000,000.00 |
| Personal and Advertising Liability | \$1,000,000.00 |
| Liability for Each Occurrence | \$1,000,000.00 |
| Liability for fire damage for anyone fire | \$100,000.00 |
| Medical Expense Liability for anyone person | \$5,000.00 |

| Workers Compensation and Employers Liability | Statutory Limits |
|---|-------------------------|
| Worker's Comp E.L. Each Accident | \$100,000.00 |
| Worker's Comp E.L. Each Disease-Ea. Employee | \$100,000.00 |
| Worker's Comp Disease. E.L. Policy Limit | \$100,000.00 |

Section 18. Company’s Personnel and Equipment

18.1. Company agrees to hire and employ two (2) Town of Calhoun Falls sanitation employees for a period of at least six (6) months. Upon two (2) employees hire date and commencement of Service the employees will be released from their employment with the Town of Calhoun Falls. Pay, hours and benefits to be negotiated between the Company and former employees.

18.2. Town agrees, as part of the Contract, to allow Company to utilize a reasonable area at the Town Maintenance Facility located at 939 Anderson Street, Calhoun Falls, SC 29628 to serve as a base of operation for Services rendered in the Town.

18.3. Company shall assign a qualified person or persons to be in charge of its performance of the Contract.

18.4. The Company’s collection employees shall wear a clean uniform or shirt bearing the Company’s name and shall conduct their work courteously with all citizens of the Town.

18.5. Each employee shall, at all times, carry a valid driver's license for the type of vehicle he/she is assigned or driving.

18.6. Company shall provide operating and safety training for all personnel during the Term of the Contract and any and all renewals.

18.7. All persons employed by the Company shall be hired, employed and otherwise dismissed if necessary in accordance with the Company's posted "Non-Discrimination Policy".

18.8. The Company shall repair and maintain its equipment in a reasonably clean, reasonably sanitary and with a reasonably good appearance and in serviceable and operable condition to timely serve the Town's customers for the Services required by the Contract.

18.9. The Company shall maintain an inventory of Roll-Out Carts, dumpster containers, recommended repair parts, wheels and lids for cart maintenance and lids and doors and drain plugs for dumpster containers at no additional cost to the Town in order to timely provide the Services required by the Contract.

Section 19. Service to Town and Certain Town-Sponsored Special Facilities/Events

19.1. The Company shall, at no additional charge to the Town, provide the Services on the same basis as the Company provides the Services to small businesses within the Town, to the following Town-owned properties and facilities:

Town Hall (Administration Building)

Police Department

Fire Department

Blue Hole

Utility Services Building (Public Works)

Downtown Area (Cox Ave)

Recreation Complex (Anderson St)

Any other Town properties where refuse collection may be needed

19.2. The Company shall, at \$200 (two hundred dollars) per day for duration of the event, provide the Services to the Town for use at certain Town-sponsored and/or cooperating events. Prior to each event, the Company shall work with the Town Administrator and/or their agent to assess the volume and demand of Solid Waste the Town anticipates for each event, determining the most appropriate Collection method and frequency of service. The Company shall offer to the Town the choice of (a) Roll Out Carts, (b) Commercial Containers, (c) strategically placed Roll Off Containers in conjunction with cardboard or plastic event boxes (with an individual capacity of approximately 90 gallons) or (d) some combination of the above as a method of Collection for each event. The Company and the Town shall mutually agree on the best approach and set forth a general schedule for implementation, and service prior to the start date of each event. The Company shall provide such services for the Town-

sponsored events listed below, however, the Town may substitute or add any event by providing at least 2 weeks notification to the Company. The Town-sponsored events for which this Section applies are as follows:

Lake Russell Hustle
Town-wide Yard Sale
Freedom Blast
Blue Hole Jubilee

Section 20. Exclusive Contract

20.1. The Company shall be the only person or entity entitled to provide the Services on behalf of the Town within the Service Area, as expanded by any subsequent annexation, during the term hereof and all renewals and extensions.

Section 21. Notice

21.1. Notice hereunder shall be deemed delivered when deposited in the United States mail, registered or certified mail, return receipt requested and addressed to the parties at the addresses listed below. Also, the addresses designated below may be changed from time to time by written notice in accordance with this paragraph.

Town: Town of Calhoun Falls
Attn: Town Administrator
401 N Washington Street
PO Box 246
Calhoun Falls, SC 29628

Company: D & S Sanitation, Inc.
402 Kay Street
Belton, SC 29627

Section 22. Representations & Warranties

22.1. Each party represents and warrants that this Contract has been dually authorized and executed and constitutes the binding obligation of such party.

Section 23. Assignment

23.1. The Company may not assign this Agreement without the prior written consent of the Town; however, the Town shall not reasonably withhold such consent.

Section 24. Binding Effect

24.1. This Contract shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

Section 25. Entire Contract/Modifications

25.1. This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 26. Compliance with Current & Changing Laws

26.1. The Company shall conduct operations under this Contract in compliance with all applicable state, federal and local laws and ordinances, provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist. In the event of a change in the laws, regulations and ordinances under which the Company is to operate, or should any change be made by federal, state or local governments which results in increased fees, taxes or costs not contemplated by the Town or the Company at the time of the Proposal and/or Bid receipt date of FEBRUARY 7TH, 2017, the Town and Company agree to negotiate a change in the charges in an amount not greater than the increased cost of providing the Services.

26.2. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 27. Severability

27.1. If any provision of this Contract, or if the application of such provision to any particular person or circumstance, shall to any extent be held by a court of law with jurisdiction over the parties to be illegal or invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or else stricken from this Contract. The remainder of this Contract, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this Contract shall remain valid and enforced to the fullest extent permitted by law.

Section 28. Counterparts

28.1. This Contract may be executed in any number of counterparts each of which shall be deemed an original.

Section 29. Waiver

29.1 No failure or delay by either party to enforce any right, power or privilege hereunder shall operate as a waiver thereof as any ongoing waiver, nor shall any partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the parties have caused the foregoing Agreement to be executed in duplicate original on the day and in the year first above mentioned. The execution by the Town shall be made pursuant to the authority granted to the Town Administrator by the Town's elected Council. The Town Municipal corporate seal shall be affixed by the Town Administrator and attested by the Town Clerk; and D & S Sanitation, Inc., as Company, has set their hand herein below.

TOWN OF CALHOUN FALLS,
SOUTH CAROLINA

By: *David M. Garner*
David M. Garner, Town Administrator

(SEAL)
Attest: *Wilisa Cade*
By: *Wilisa Cade*
Wilisa Cade, Town Clerk
Town of Calhoun Falls,
South Carolina

April 7, 2017
Date

D & S SANITATION, INC.
By: *Charles Simmons*
Signature

CHARLES SIMMONS
Printed Name

4/7/2017
Date

EXHIBIT A

RFP Advertisement

ADVERTISEMENT FOR BIDS

**Town of Calhoun Falls
Solid Waste Collection Services 2017-02**

Sealed bids for the Town of Calhoun Falls Solid Waste Collection Services 2017-02 will be received by the Town of Calhoun Falls at the Town Hall office located at 401 N Washington Street, Calhoun Falls, SC 29628, until 11:00 a.m. (local time) on February 17, 2017. Immediately thereafter, bids will be publicly opened and read.

The service is located in Calhoun Falls, SC. This service is for residential and commercial solid waste collection and disposal services. The Contractor(s) will serve approximately 850 residences and/or businesses.

Potential Contractors may examine bid documents at 401 N Washington Street, Calhoun Falls, SC 29628 by appointment only if required.

For scope of services specifications please contact David Garner, Town Administrator at (864) 418-8512 or DavidGarnerMPA@gmail.com.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law.

Bidders must comply with Executive Order No. 11246 which obligates the Contractors not to discriminate in employment practices.

The Owner reserves the right to waive irregularities and to reject any and all bids.

