CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

SOLID WASTE COLLECTION, AND DISPOSAL ROLLOFF SERVICES

This contract is made on the 5th day of May 2025 between Beaufort County School District (BCSD) and Waste Pro of South Carolina Inc. (Contractor).

The Project is to acquire services to provide solid waste collection, and disposal roll-off services for BCSD per the specifications and conditions of the Invitation for Bid (IFB) #25-018.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD IFB #25-018 solicitation and the Contractor proposal in response to the IFB shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide services, supplies and equipment to provide solid waste collection, and disposal roll-off services for BCSD to meet requirements within the BCSD IFB #25-018 solicitation.

3. **TERM.** This Agreement shall commence on May 5, 2025, and the base term of the agreement shall be for one (1) year, expiring May 4, 2026. BCSD has the option to renew the agreement for four (1) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION.** Contractor shall be compensated per the Price Schedule shown as Exhibit A.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Waste Pro of South Carolina, Inc., P. O. Box 506, Hardeeville, SC 29927.

8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Waste Pro of South Carolina Inc.

By: _____

Joe Matz
Division Manager

Beaufort County School District

By: _____

Dr. Frank Rodriguez,
Superintendent

EXHIBIT A

Cubic Yard Container Size	10	12	15	20	30	40
Delivery set fee (normal within 48 hours)	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00
Delivery set fee (emergency placement less than 24 hours)	$195.00	$195.00	$195.00	$195.00	$195.00	$195.00
Delivery set fee (over 48 hours, 25% discounted late delivery)	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00
Per Day Rental	N/A	N/A	N/A	N/A	N/A	N/A
7-Day Rental	N/A	N/A	N/A	N/A	N/A	N/A
14- Day Rental	N/A	N/A	N/A	N/A	N/A	N/A
Greater than 30 Days	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00	$ 90.00
Pull/reset fee HAUL rate	$195.00	$195.00	$195.00	$195.00	$195.00	$195.00
Landfill Trash Charges (per ton)	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00
Landfill Compostable Organic Material (per ton)	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00