

CHANGES TO THE AGREEMENT

(Changed language is highlighted in yellow)

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE AGREEMENT:

1. **As described in the answer to Question #13 in the Q & A Log, the following language is hereby added as a new paragraph to Section 13.01 of the Agreement:**

The indemnity provided by Contractor in this Section 13.01 shall not apply to any Claims filed against the City by the City's prior contractor, Arakelian Enterprises, Inc. dba Athens Services and/or owners thereof, contesting the legality or validity of City's Request for Proposal process, City's award and/or negotiation of any contract or agreement pursuant to that process, any contract or agreement resulting from that process, any action taken by City related thereto, including but not limited to the adoption of any resolution, ordinance, or minute order, any challenge to the exercise of City's authority related to the foregoing, or to any action at law or equity, whether for monetary and/or injunctive relief.

As described in the answer to Question #158 in the Q&A Log, the following new language is hereby added to Sections 14.03, 14.05 of Article 14 of the Agreement. New Section 14.09 is also added hereby.

14.03 Annual Rate Adjustments. The rates for services set forth in Attachment D shall be adjusted annually, to be effective July 1, 2026 and the July 1 for each ensuing year of the Term in accordance with Attachment J and Section 14.09. If Contractor bills Customers on a monthly basis, thirty days (30) prior to each annual automatic adjustment, Contractor shall provide written notice of the change in the rates to Customers by printing the amount (percentage) of the rate adjustment on the Customer's bill (including both electronic and hard copy bills). Said notice shall include language stating that the Agreement between the City and Contractor provides for this annual adjustment. If Contractor bills Customers on a monthly basis, Contractor shall submit the language to be included on the Customer's bill (including both electronic and hard copy bills) for City's approval sixty (60) days prior to each annual automatic adjustment.

If Contractor bills Customers on a quarterly basis, ninety days (90) prior to each annual adjustment, Contractor shall provide written notice of the change in the rates to Customers by printing the amount (percentage) of the rate adjustment on the Customer's bill (including both electronic and hard copy bills). Said notice shall include language stating that the Agreement between the City and Contractor provides for this annual adjustment.

14.05 Adjustment of Disposal Charge (Tip Fee) and Processing Costs (Tip Fees). If the tip fee charged at the City-designated Disposal Site is changed (increased or decreased) for whatever reason including, but not limited to, new or increased taxes or regulatory fees, the Disposal portion of the rates set forth in Attachment D shall be adjusted according to the provisions in Attachment J. Disposal Charges are a pass-through cost and Contractor shall not be entitled to receive or charge any profit, markup, overhead or administrative costs on Disposal Charges.

If the tip fee charged at one or more of the City-designated Processing Facilities listed in Article 6 is changed (increased or decreased) for whatever reason including, but not limited to, new or increased taxes or regulatory fees, the Processing portion of the rates set forth in Attachment D for the affected stream of materials shall be adjusted according to the provisions in Attachment J after completion of the procedures in Section 4.09 and once Contractor has received direction from the City regarding which Processing Facility to use.

In the event of an increase in Processing Costs for any material stream, the procedures in Section 14.09 of this Article 14 shall be followed. Processing Costs are a pass-through cost and Contractor shall not be entitled to receive or charge any profit, markup, overhead or administrative costs on Processing Costs. As an example, if the Processing Cost for Recyclable Materials at the City-designated Clean MRF is increased, and the procedures in Section 14.09 have been completed, the portion of the rates in Attachment D for Processing of Recyclable Materials shall be adjusted pursuant to the procedures in Attachment J according to the decision and direction of the City.

14.09 Procedures to be Followed in the Event of an Increase in Processing Costs at Contractor-Owned and Third-Party City-Designated Processing Facilities

In the event the Contractor is required to increase processing costs due to increased tip fees at a third-party Processing Facility that accepts materials from the City or at a Contractor-owned Processing Facility, these costs may be 'passed through' to customers in rates using the methodology included in Attachment J provided the following procedures are completed by the Contractor. Within 10 business days of notification to the Contractor by the third-party or Contractor-owned or operated Processing Facility, the Contractor shall provide written notice to the City of the increase in Processing costs. The Contractor shall also submit to City the projected impact on the rates. If the Processing cost increase would result in an increase in the current tipping fee by forty percent (40%) or more, Contractor shall proceed to contact potential alternative processing facilities.

Contractor shall contact at least 2 different alternative Processing Facilities, in writing, to request (a) that these facilities accept materials from the City, (b) that the facility provide pricing (in dollars per ton), and (c) that the facility provide written assurances that there is adequate processing for the volume of materials generated by the City for at least 1 year. The Contractor shall provide copies of these written requests to additional processing facilities to the City within 5 business days of distribution. Contractor shall submit all written response(s) from the Processing Facility operators to the City within 5 business days of receipt. If the Contractor identifies a facility with a lower processing fee than the facility that is increasing its processing fees, the Contractor shall notify the City of this option(s) along with Contractor's calculation of any change in transfer and transportation costs to deliver materials to the alternate Processing Facility and Contractor's calculations showing the impact on rates for use of the alternate Processing Facility. If the City so directs, Contractor shall make arrangements for use of the new alternate Processing Facility prior to the increase in tipping fees, or as soon thereafter as is practical. City and Contractor shall follow the procedures in Attachment J to adjust the rates to reflect the new Processing Facility tipping fees (and transportation costs if applicable).

In the event City directs Contractor to continue use of the current City-designated Processing Facility at the new increased tipping fee, said new tipping fee shall be used in the annual rate adjustment calculations in Attachment J for the rate adjustment that will become effective July 1.

In presenting the costs for use of the current City-designated Processing Facility which has notified Contractor that there will be a processing or disposal cost increase, Contractor shall provide the City with both basic cost information and with proposed revisions to the rates in Attachment D showing the breakdown of costs for Collection, processing, transportation and Disposal for each rate category (Residential Single Family Dwellings, Residential Estates, Commercial, Multi-Family and Roll Off) incorporating use of the alternate Processing Facility, as well as the total proposed rate change for each rate category incorporating use of the proposed Processing Facility. Contractor shall calculate said costs assuming that any rate adjustment that includes an increase in Processing costs will become effective July 1.