

## **NORTH CAROLINA**

## **SERVICES AGREEMENT OVER \$50,000**

### **WAKE COUNTY**

THIS AGREEMENT, is made and entered into this 1<sup>st</sup> day of August, 2018 by and between Wake County, North Carolina (the "County") party of the first part; and Waste Industries, LLC (the "Provider"), party of the second part;

### WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

#### **I.SERVICES TO BE PROVIDED**

The services to be performed by the Provider are described in Attachment A.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

#### **II.TERM**

The services of the Provider shall begin on August 1, 2018, and unless sooner terminated by mutual consent, shall be provided until July 31, 2023 with two, one-year optional extension at the discretion of Wake County.

#### **III.MAXIMUM AMOUNT PAYABLE**

Two million, nine hundred and thirty thousand dollars (\$2,930,000.00)

- FY 2019 the approximate amount is \$534,539.00
- FY 2020 the approximate amount is \$556,419.00
- FY 2021 the approximate amount is \$581,772.00
- FY 2022 the approximate amount is \$610,997.00
- FY 2023 the approximate amount is \$645,372.00

#### **IV.PAYMENT**

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

#### **V.RELATIONSHIP OF PARTIES**

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein.

Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

#### VI.CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

#### VII.INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

#### VIII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

#### IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or government immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

#### X. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

#### XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

#### XII. NON-APPROPRIATION

Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

#### XIII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

#### XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XV.IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XVI.FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: \_\_\_\_\_  
Wake County Department Head

By: \_\_\_\_\_  
Waste Industries, LLC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Wake County Manager or Designee

Waste Industries, LLC  
3741 Conquest Drive  
Garner, NC 27529  
Mailing Address

Date: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

Meghan Baldwin \_\_\_\_\_

\_\_\_\_\_ Department Head Initials

## **Attachment A**

### **Scope of Provider Services**

Provide services to effectively staff, operate, collect and transport recyclable materials from Wake County Multi-Material Recycling Facilities in compliance with all applicable local, state and federal laws. This includes all personnel, labor, equipment, containers, vehicles, maintenance, tools, parts, supplies and other items to accept, store, process and transport materials dropped off at the Multi-Material Recycling Facilities.

#### **1. Collection Sites**

- a. North Wake Multi-Material Recycling Facility, 9029 Deponie Drive, Raleigh, NC 27614
- b. South Wake Multi-Material Recycling Facility, 6130 Old Smithfield Road, Apex, NC 27502
- c. East Wake Multi-Material Recycling Facility, 5051 Wendell Boulevard, Wendell, NC 27591

#### **2. Hours of Operation**

- a. The North and South Wake Multi-Material Recycling Facility shall be open Monday through Saturday, 8:00 am to 4:00 pm.
- b. The East Wake Multi-Material Recycling Facility shall be open Saturday through Sunday, 8:00 am to 4:00 pm.
- c. All Multi-Material Recycling Facilities are closed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve (at noon) and Christmas.
- d. The County may alter the hours of operation from time to time to provide for safe operations during inclement weather, unusual or emergency conditions or different holiday schedules. All changes will be made in writing with a reasonable amount of time to make adjustments.

#### **3. Daily Operations**

- a. Provider shall furnish, maintain and replace as needed all personnel, labor, equipment, containers, vehicles, maintenance, tools, parts, supplies and all other items to accept, store, process and transport recyclable and other acceptable materials that are delivered to Multi-Material Recycling Facilities, all in accordance with the provisions of this Agreement.
- b. Provider shall not deny service to any residential or commercial customer during the Hours of Operation. Services may be altered from time to time subject to the mutual agreement of the parties. Upon approval by the County, charges to Services may result in an increase or decrease in the rates charged by the Provider.
- c. Provider shall comply with all regulations concerning the collection, storage, processing and transportation of materials collected at the Multi-Material Recycling Facilities.

#### **4. Materials Management**

- a. The following chart outlines Providers responsibility for the materials accepted at the Multi-Material Recycling Facilities.

<b>Material</b>	<b>Provider Responsibility</b>	<b>Equipment &amp; Hauling Provided by Provider</b>	<b>Provider Delivers Materials To</b>	<b>Provided by Separate County Contractor</b>
Antifreeze	Pour antifreeze into container, keep lid closed unless filling. Provider contacts contractor for pickup when container nears capacity.			Container and hauling provided by Noble Oil Services
Cardboard	Bale and load cardboard onto trailer. Provider calls for pickup when container nears capacity.	Provider provides baler, trailer and hauling	Waste Management - Recycle America in Raleigh	
Child Items	Collect child items (car seats, strollers and toys) in bulk boxes Provider contacts contractor for pickup when container nears capacity.			Bulk boxes and hauling provided by American Textile Recycling
Cooking Oil	Pour vegetable oil into vegetable oil tank. Keep vegetable oil screen cleaned. Provider contacts contractor for pickup when container nears capacity.			Container and hauling provided by Key Energy
Electronics	Shrink wrap TV's, monitors, CPU's and sort electronic equipment on pallets or place in bulk boxes. Load pallets and bulk boxes of electronics onto trailers. Provider contacts contractor for pickup when container nears capacity.	Forklift		Bulk boxes, wrap, supplies, trailers and hauling provided by GEEP
Mixed Recycling	Collect mixed recycling (aluminum, glass, paper, plastic) in container. Provider calls for pickup when container nears capacity.	Provider provides container and hauling	Waste Management - Recycle America in Raleigh	
Motor Oil	Pour used oil into used oil tanks. Provider contacts contractor for pickup when container nears capacity.	500-gallon double-walled used oil tank		Hauling provided by Noble Oil Services
Oil Filters	Collect oil filters and place in collection container. Provider contacts contractor for pickup when container nears capacity.			Container and hauling provided by Noble Oil Services
Rigid Plastic	Load rigid plastic into container. Provider calls for pickup when container nears capacity.	Provider provides container and hauling	Waste Management - Recycle America in Raleigh	
Scrap Metal	Loads scrap metal into container. Provider calls for pickup when container nears capacity.			Container and hauling by TT&E Iron and Metal in Garner
Trash	We do not accept trash from customers. Provider calls for pickup when container nears capacity.	Provider provides container and hauling	South Wake Landfill or East Wake Transfer Station	
Tires	Load tires in trailer. Provider contacts contractor for pickup when trailer nears capacity. <sup>1</sup>			Trailers and hauling provided by Central Carolina Holdings

<sup>1</sup> This service is required at East Wake Facility permanently and at the South Wake Facility temporarily. A new tire collection area at the South Wake Facility is in the process of being constructed, once completed a separate contractor will manage the tire loading, along with the hauling.

White Goods	Remove refrigerants from white goods and put into tanks designated by Wake County. Provide monthly refrigerant reports to County (pounds by refrigerant type). Load white goods into trailer. Provider calls for pickup when container nears capacity.	Provider provides refrigerant extraction machine, container and hauling	TT&E Iron and Metal in Garner	Refrigerant collection container and pickup by Diversified Pure Chem
Wooden Pallets	Collect and stack pallets. Reuse good pallets for electronics. Load other pallets into trailer. Provider calls for pickup when container nears capacity	Provider provides container and hauling	Material delivered to recycling facility	

- b. Wake County reserves to right to change material accepted, material hauling, and material end markets.
- c. Acceptable materials shall be accepted at all times during the Hours of Operation.
- d. Recyclable materials shall not be deposited in waste containers.

## 5. Containers

- a. Provider shall service containers at each site as to maintain all containers with sufficient capacity to meet customer disposal needs during the Hours of Operation.
- b. Collection containers shall be placed in an orderly fashion on site to enable customers to easily identify what materials are to be placed in the containers.
- c. Containers shall have signage in front of (or on) the container to identify materials to be placed therein.
- d. Provider shall be clean and maintained in safe condition at all times.
- e. Collection containers shall be leak proof and secured to prevent litter while in transport.
- f. Storage time and restrictions will be determined by Federal, State, and local regulations safety considerations, space demands and expense to the County for frequent pick-up and disposal by the provider. Provider will be responsible for all waste stored in County facilities.

## 6. Equipment

- a. Provider shall be responsible for providing and maintain the equipment listed in the chart below:

Equipment	Number of Units	Locations
Cardboard baler <sup>2</sup>	2	1 at North Wake Facility 1 at South Wake Facility
Cardboard trailer <sup>3</sup>	2	1 at North Wake Facility 1 at South Wake Facility
8-yard mixed recycling dumpster	5	2 at North Wake Facility 2 at South Wake Facility 1 at East Wake Facility
8-yard trash dumpster	2	1 at North Wake Facility 1 at South Wake Facility
Open top trailer to collect white goods <sup>4</sup>	3	1 at North Wake Facility 1 at South Wake Facility 1 at East Wake Facility
40-yard open top container for rigid plastic	3	1 at North Wake Facility 1 at South Wake Facility 1 at East Wake Facility
40-yard open top container for	3	1 at North Wake Facility

<sup>2</sup> Such as a Marathon 6042 Horizontal Baler with side eject (or comparable baler)

<sup>3</sup>Such as a standard tractor trailer

<sup>4</sup> Such as an open top and rear loading tractor trailer

scrap metal		1 at South Wake Facility 1 at East Wake Facility
40-yard open top container for pallets <sup>5</sup>	3	1 at North Wake Facility 1 at South Wake Facility 1 at East Wake Facility
500 gallon double walled tank <sup>6</sup>	4	2 at North Wake Facility 2 at South Wake Facility
Forklift	2	1 at North Wake Facility 1 at South Wake Facility
Refrigerant extraction machine	2	1 at North Wake Facility 1 at South Wake Facility

- b. Provider shall provide all required maintenance, repair, and rehabilitation of the listed equipment to ensure that it remains clean, free of defects, safe, in compliance with the County's Solid Waste Ordinance, and in good working order at all times. Broken or malfunctioning equipment shall be repaired or replaced within 24 hours. The County shall approve all equipment at the beginning of the contract period and shall periodically inspect containers and other equipment for compliance with the requirements outlined herein. If the equipment requirements are not met, Provider shall replace the equipment within 24 hours.
- c. Provider shall use equipment and vehicles of such design as to preclude spillage of solid and liquid waste; shall load vehicles within their design capacity and/or NC DOT regulation (whichever is more restrictive), and shall be registered with all applicable state agencies. Corroded, defective, bent, deformed or punctured trailers; roll-off containers or other containers for waste materials shall not be utilized at any time. Each registered unit of a solid waste vehicle shall comply with requirements concerning display of registration numbers. Provider shall immediately stop using any vehicle that does not meet the above requirements and replace it with an acceptable vehicle. Unsuitable vehicles and equipment or vehicles shall not be stored at any Multi-Material Recycling Facility location. Provider shall not wash/clean equipment or vehicles at any Multi-Material Recycling Facility location. Provider shall notify the County if any spills or leaks from equipment occur, and Provider shall take appropriate action to contain and clean-up spills or leaks.
- d. Provider shall remove or paint over graffiti from equipment within one business day of it being identified.
- e. Provider will inventory all equipment in the first 10 days of July and January of each year and report such inventory to the County by the end of those months. Inventories may be changed from time to time during any year with 30 days' notice and mutual agreement of the parties. Upon approval by the County, permanent increases or decreases in equipment may result in an increase or decrease in the monthly cost to the County.

## 7. Site Conditions

- a. Provider shall maintain the areas where containers are placed for use and storage.
- b. Trash, recyclable material and litter must be collected daily and placed into appropriate containers on site.

<sup>5</sup> Provide on-call trailers once enough pallets accumulate for a pickup

<sup>6</sup> To collect used motor oil. Oil tank at East Wake is owned by Wake County



- c. Provider shall be responsible for removing any items illegally dropped outside the facility gate when the facility is closed.

## **8. Staffing**

- a. Provider shall provide a Multi-Material Recycling Facilities Supervisor to oversee the operation of the Multi-Material Recycling Facilities. The Super shall be the point of contact for problems, concerns, etc. with site staff and operations.
- b. Provider shall provide the following number of Multi-Material Recycling Facility Technicians:
  - i. North Wake Facility – 3 Technicians
  - ii. South Wake Facility – 3 Technicians
  - iii. East Wake Facility – staffed by Convenience Center labor
- c. Each Multi-Material Recycling Facility site shall have a minimum of two site Technicians on site at all times during hours of operation. Sites shall never be left unattended during hours of operation.
- d. All staff shall be qualified to perform all of the duties and responsibilities assigned, including but not limited to:
  - i. Adequate physical strength and capabilities
  - ii. Ability to interact with positively with customers
  - iii. Good communication skills
  - iv. An understanding of basic waste procedures
- e. Technicians shall wear uniforms with name visible at all times
- f. Provider shall furnish additional staff upon request of the County and when needed to provide the services to be performed, subject to the following limitations.
- g. Provider must obtain prior approval from the County for any additional labor. Such prior approval must be requested in writing (email or letter) at least 48 hours prior to the use of such additional labor. Upon approval by the County, any cost increase to the Provider for additional personnel will be billed to the County on the next monthly invoice.
- h. Provider shall maintain documents on staff background, qualifications and training, and provide to the County as requested.
- i. Provider must notify Wake County of any Multi-Material Recycling Facility staff changes.
- j. Provider shall provide qualified and trained staff for the transportation of materials from the Multi-Material Recycling Facilities. Each equipment vehicle operator shall always carry a valid North Carolina Commercial Driver's License (CDL) for the type of vehicle or equipment that is being operated. Vendor must take appropriate action to ensure that vehicle operators abide by all laws, rules and regulations
- k. The County reserves the right to adjust staffing needs at each site to ensure services are performed efficiently and effectively
- l. The County reserves the right to approve all Multi-Material Recycling Facility staff employed by the provider
- m. The County retains the rights to request removal of staff from Multi-Material Recycling Facilities.

## **9. Staff Duties**

- a. Role of Multi-Material Facilities Supervisor
  - i. Be the County's point of contact for all onsite issues
  - ii. Ensure sites are properly staffed
  - iii. Provide training to staff as needed

- iv. Resolve all staff issues in a timely manner
  - v. Provide information to the County as requested
  - vi. Conduct weekly (minimum) site visits
  - vii. Maintain SPCC and SPPP records/reports/logs as required
  - viii. Contact vendors when containers are full and ready for collection
  - ix. Comply with Emergency Response, Health and Safety and Equipment Maintenance Plans
  - x. Other duties as assigned, required or needed
- b. Role of Multi-Material Site Technicians
- i. Approach, greet and assist all customers.
  - ii. Greet customers in a professional manner
  - iii. Provide assistance to customers, including assisting with unloading of customer's materials
  - iv. Ensure materials are placed in the appropriate location
  - v. Maintain a visual presence to ensure that materials delivered to the site in placed in the appropriate location
  - vi. Ensure that valuable materials are stored securely at all times
  - vii. Cardboard: Bale and load cardboard onto trailer
  - viii. Electronics: Shrink wrap TV's, monitors, CPU's and other electronic equipment on pallets. Load pallets and bulk boxes of electronics onto trailers. Keep electronic fence locked unless working to load onto trailers, or putting materials inside fenced area.
  - ix. Oil and Antifreeze: Pour used oil into used oil tanks. Pour vegetable oil into vegetable oil tank. Keep vegetable oil screen cleaned. Pour antifreeze into container. Keep lids closed on used oil, used oil filter, antifreeze and vegetable oil containers unless filling them. Properly dispose of emptied containers. Clean up spilled liquids immediately. Maintain secondary containment until. Keep oil dry on site and use to clean spills immediately.
  - x. White Goods: Remove refrigerants from white goods and put into tanks designated by Wake County and report refrigerant tank weights by month by refrigerant type to Wake County. Load white goods onto dump trailer. Call for switch out when container gets full.
  - xi. Wood Pallets: Stack pallets as they are delivered. Load pallets into container.
  - xii. Coordinate with Household Hazardous Waste Staff to ensure customers are disposing of materials at the proper location.
  - xiii. Contact vendors when containers are full and ready for collection
  - xiv. Dispose/recycle materials left at front gates after hours the same business day.
  - xv. Unlock and lock gates when opening/closing site.
  - xvi. Keep material signage in front of (or on) appropriate containers.
  - xvii. Participate in Waste Industries, LLC or County sponsored training classes as required or needed
  - xviii. Sign service logs for other vendors as needed
  - xix. Comply with Emergency Response, Health and Safety and Equipment Maintenance Plans

xx. Other duties as assigned, required or needed

#### **10. Customer Service**

- a. Staff shall maintain areas that are accessible by customers clean and free of debris at all times during hours of operation
- b. Staff shall approach and greet all customers in a professional and courteous manner and assist customers as needed to dispose of materials into their appropriate containers
- c. Staff shall manage vehicular traffic such that both customer safety and site efficiency are maximized.
- d. Staff shall be available to answer customer questions and provide information to the customers as needed

#### **11. Site Security**

- a. Scavenging of any kind, by anyone is prohibited. Staff shall not scavenge or allow others to scavenge at any time and must immediately report all scavenging to their supervisor(s). Provider shall terminate employees that have been confirmed to have scavenged material from Multi-Material Recycling Facilities.
- b. Provider shall maintain the site security at Multi-Material Recycling Facilities and interconnecting structures and perimeter security up to and including fence lines surrounding all sites. Site security shall include, but not be limited to:
  - i. Keeping the perimeter security areas in neat order and maintaining structural integrity. Damage resulting from vandalism to the site fencing or other security features shall be reported to the County immediately.
  - ii. Closing and locking all gates, access points, and doors and windows to Multi-Material Recycling Facility buildings and site during non-operation hours.
  - iii. Cooperating with the Wake County's Sheriff's Office, Wake County Fire Department and any other agency that may need access to the Multi-Material Recycling Facilities. Issues involving coordination with these or other entities using the facility shall be referred to the Wake County Solid Waste Division.

#### **12. Safety and Compliance**

- a. Provider must develop and provide the County with a Health and Safety Plan and an Emergency Response Plan that must be followed by Provider staff, and sub-contractors, when performing duties at any site. Provider shall designate and provide a Safety Officer to perform, at a minimum, bi-annual safety audits of each site.
- b. Provider must provide the County with an Equipment Maintenance Plan within 60 days of signing a contract with Wake County and must follow the plan to maintain each piece of equipment provided by the Provider.
  - i. Such plan must include, but not be limited to, the maintenance of fork lifts, collection containers, balers, and other equipment supplied by Provider.
  - ii. Such plan must provide for maintaining these items in a clean and safe condition, and must provide for spill prevention and management. Other than normal wear and tear, Provider shall be responsible for any damage resulting from its staff or equipment activities to County facilities. Provider shall be responsible for replacing any signage damaged by its staff.

- c. Provider must develop and provide the County with an Emergency Response Plan within 30 days of signing a contract with Wake County that must be followed by all Provider staff and contractors when performing duties at the site
- d. Provider shall comply with all requirements within the Spill Prevention, Control and Countermeasure (SPCC) Plan for both Multi-Material Recycling Facilities and keep records/reports/logs onsite for inspection.
- e. Provider shall comply with all requirements within the Stormwater Pollution Prevention (SPPP) Plan for both Multi-Material Recycling Facilities and keep records/reports/logs onsite for inspection.
- f. Provider shall ensure trucks and trailers meet federal and state DOT regulations.
- g. All smoking, defined in G.S. 130A-492 is hereby prohibited in all buildings owned, leased, or occupied by the County. It is further ordained, all smoking is prohibited within 50 linear feet of a building owned, leased, or occupied by the County which houses a Human Services Department. This statute shall apply to all Wake County Convenience Centers.
- h. Provider shall comply with all Fire Marshall building code requirements.
- i. Provider shall comply will all applicable Federal, State and local rules, regulations and permit conditions.
- j. Provider must maintain itself as a licensed hauler under the requirements of the Wake County Ordinance for Solid Waste Management.
- k. All containers must be transported in accordance with all applicable Federal, State and Local requirements.
- l. Provider shall also operate and maintain vehicles and containers to prevent roadside litter during transport.

### **13. Meetings**

- a. Provider shall meet with Wake County Solid Waste Division staff quarterly to discuss operations, or more frequently if operations change, customer complaints increase, or as other factors might dictate.

### **14. Hauling Requirements**

- a. Provider will charge the County based on actual average monthly payload compared to the average minimum for the following material hauls:
  - i. Cardboard Haul Minimum Payload shall be 1.25 tons per haul
  - ii. White Goods haul minimum payload shall be 4.5 tons per haul
- b. Each month the total tons for a given item will be divided by the total hauls for that item, resulting in an average tons/haul value for that month. That value will be divided by the minimum payload identified above. If the resulting quotient is less than 1, that quotient will be multiplied by the total haul rate for that item, resulting in the final charge to the County (number of hauls x rate). If the quotient is greater than 1, it will not be multiplied by the haul rate and the haul rate will remain unchanged (number of hauls x rate).
- c. Provider shall perform switch-outs as needed to ensure that there is sufficient capacity for customers to dispose of recyclable materials during hours of operation. During switch-out the Provider shall remove the full container and place an empty container in its place.

### **15. Pricing**

- a. The initial Pricing to be assessed by the Provider to the County for services required shall be valid for the period extending from August 1, 2018 through June 30, 2019. Adjustments to the Pricing shall be made on an annual basis, beginning July 1, 2019, in accordance with the Adjustment Factors described below. No cost adjustment factors shall be applied to unit charges related to container and equipment rental charges.
- b. Consumer Price Index (CPI) Adjustment Factor shall be applied to the unit charges for Labor and Haul rates only. The unit charge adjustment factor shall be calculated based on the CPI, All Urban Consumers Southeast. In all cases. The adjustments to the unit prices will be made up or down, as indicated by the change in the index. The maximum increase in any one year is limited to 3 percent. The unit rates for Labor and Hauling may only be adjusted on July 1, 2019, 2020, 2021, and 2022 based on changes in the CPI. The base CPI for the contract shall be calculated using the average of the monthly CPI values reported for the 12-month period extending from July 2017 through June 2018.
- c. Rate changes for Labor and Hauling shall be adjusted on July 1, 2019 based on a comparison of the average of the monthly CPI values reported for the 12-month period extending from July 2018 to June 2019 with the base CPI value. CPI adjustments will be made in the same fashion in subsequent years.

<b>NORTH WAKE MULTI-MATERIAL RECYCLING RATES</b>		
<b>Labor</b>	<b>Rate</b>	<b>Unit</b>
Supervisor (time divided at 3 sites)	\$5,000.00	Per Month
Site Lead	\$4,450.00	Per Month
Technician	\$4,450.00	Per Month
<b>Equipment</b>		
Forklift Rental	\$449.56	Per Month
Freon/Refrigerant Extraction Machine Rental	\$151.56	Per Month
Used Oil 500 Gallon (Double Walled) Tank Rental (each)	\$200.00	Per Month
<b>Cardboard</b>		
Cardboard Baler Rental	\$175.00	Per Month
Cardboard Trailer Haul	\$340.00	Per Haul
Cardboard Trailer Rental	\$300.00	Per Month
Cardboard Haul Minimum Payload	1.25	Tons/Haul
<b>Commingled Recycling</b>		
Commingled 8 CY Container Rental (each)	\$30.00	Per Month
Commingled 8 CY Container Haul	\$50.00	Per Haul
<b>Trash</b>		
Trash 8 CY Dumpster Rental	\$30.00	Per Month
Trash dumpster Haul	\$45.00	Per haul
Trash Disposal	\$41.00	Per Ton
<b>White Goods</b>		
White Goods Open Top Trailer Rental	\$300.00	Per Month
White Goods Open Top Trailer Haul	\$340.00	Per Haul
White Goods Haul Minimum Payload	4.5	Tons/Haul
<b>Rigid Plastics</b>		
Rigid Plastics 30 CY Open Top Roll-Off Container Rental	\$65.00	Per Month

Rigid Plastics 30 CY Open Top Roll-Off Container Haul	\$145.00	Per Haul
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**Wood Pallets**

Wood Pallets 40 CY Open Top Roll-Off Container Haul	\$159.00	Per Haul
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Wood Pallets Material Processing Cost	\$41.00	Per Ton
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**SOUTH WAKE MULTI-MATERIAL RECYCLING RATES**

<b>Labor</b>	<b>Rate</b>	<b>Unit</b>
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Supervisor (time divided at 3 sites)	\$5,000.00	Per Month
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Site Lead	\$4,450.00	Per Month
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Technician	\$4,450.00	Per Month
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**Equipment**

Forklift Rental	\$449.56	Per Month
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Freon/Refrigerant Extraction Machine Rental	\$151.56	Per Month
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Used Oil 500 Gallon (Double Walled) Tank Rental (each)	\$200.00	Per Month
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**Cardboard**

Cardboard Baler Rental	\$175.00	Per Month
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Cardboard Trailer Haul	\$340.00	Per Haul
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Cardboard Trailer Rental	\$300.00	Per Month
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Cardboard Haul Minimum Payload	1.25	Tons/Haul
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**Commingled Recycling**

Commingled 8 CY Container Rental (each)	\$30.00	Per Month
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Commingled 8 CY Container Haul	\$50.00	Per Haul
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**Trash**

Trash 8 CY Dumpster Rental	\$30.00	Per Month
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Trash dumpster Haul	\$45.00	Per haul
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Trash Disposal	\$32.00	Per Ton
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**White Goods**

White Goods Open Top Trailer Rental	\$300.00	Per Month
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White Goods Open Top Trailer Haul	\$340.00	Per Haul
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White Goods Haul Minimum Payload	4.5	Tons/Haul
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**Rigid Plastics**

Rigid Plastics 30 CY Open Top Roll-Off Container Rental	\$65.00	Per Month
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Rigid Plastics 30 CY Open Top Roll-Off Container Haul	\$168.00	Per Haul
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**Wood Pallets**

Wood Pallets 40 CY Open Top Roll-Off Container Haul	\$159.00	Per Haul
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Wood Pallets Material Processing Cost	\$41.00	Per Ton
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**EAST WAKE MULTI-MATERIAL RECYCLING RATES**

<b>Labor</b>	<b>Rate</b>	<b>Unit</b>
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Supervisor (time divided at 3 sites)	\$5,000.00	Per Month
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**Cardboard**

Cardboard 8 CY Container Rental (each)	\$30.00	Per Month
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Cardboard 8 CY Container Haul	\$45.00	Per Haul
<b>Commingled Recycling</b>		
Commingled 8 CY Container Rental (each)	\$30.00	Per Month
Commingled 8 CY Container Haul	\$50.00	Per Haul
<b>White Goods</b>		
White Goods Open Top Trailer Rental	\$300.00	Per Month
White Goods Open Top Trailer Haul	\$340.00	Per Haul
White Goods Haul Minimum Payload	4.5	Tons/Haul
<b>Rigid Plastics</b>		
Rigid Plastics 30 CY Open Top Roll-Off Container Rental	\$65.00	Per Month
Rigid Plastics 30 CY Open Top Roll-Off Container Haul	\$168.00	Per Haul
<b>Wood Pallets</b>		
Wood Pallets 40 CY Open Top Roll-Off Container Haul	\$159.00	Per Haul
Wood Pallets Material Processing Cost	\$41.00	Per Ton

#### 16. Invoicing and Data

- a. The Provider shall submit monthly electronic invoices to Wake County by the tenth business day of the month for the preceding month to [meghan.baldwin@wakegov.com](mailto:meghan.baldwin@wakegov.com).
- b. The provider shall also submit electronic monthly data with monthly invoices in a format provided by Wake County by the tenth business day of the month for the preceding month to [meghan.baldwin@wakegov.com](mailto:meghan.baldwin@wakegov.com).