

WAKE COUNTY, NORTH CAROLINA

RE-BID

Request for Proposals
for
East Wake Transfer Station Operation
and Maintenance and Municipal Solid
Waste Transportation Services



PROPOSAL NUMBER # 21-014

Proposal Deadline May 18, 2021

4:00 p.m. EDT

DATE: May 7, 2021

**REQUEST FOR PROPOSALS FOR
EAST WAKE TRANSFER STATION OPERATION AND
MAINTENANCE AND MUNICIPAL SOLID WASTE
TRANSPORTATION SERVICES**

Table of Contents

Section	Page
1. Introduction	3
2. Background	5
3. General Proposal Requirements	8
4. Scope of Services	19

Attachments

- A. Proposed Service Agreement
- B. Site Use Map and Landscape Plan
- C. Proposal Forms
 - 1) Official Proposal Form
 - 2) Proposal Pricing Forms
 - 3) Non-Collusive Affidavit
 - 4) Agreement to Submit Performance Bond
- D. Operations Plan and Permit to Operate

Section 1

Introduction

Wake County's Solid Waste Management Division intends to enter into an agreement with a qualified firm to:

- (1) Operate and maintain the East Wake Transfer Station (EWTS), and
- (2) Haul municipal solid waste (MSW) from the EWTS to the South Wake Landfill (SWLF) located at 6300 Old Smithfield Road, Apex, NC 27502.
- (3) As needed, manage, store then haul C&D waste delivered on Saturdays to the EWTS from nearby Wake County convenience centers, to the Brownfield C&D Landfill.

Only qualified firms may propose. Qualified firms are limited to those that have operated and maintained a MSW transfer station for a minimum of five (5) years, and have transported MSW in accordance with federal and state requirements for a minimum of five (5) years, under the firm's existing or prior name.

The County intends to contract for the above services for an initial period of eight (8) years, with the County retaining the option of renewing for one four (4) year period under the same terms and conditions.

The EWTS is located at 820 Corporation Parkway, Raleigh, North Carolina. The anticipated contract start date for the services discussed in this RFP is September 1, 2021.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section 3.5 Proposal Format. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

Copies of the RFP forms may be obtained by contacting Wake County Procurement Services, 919-856-6120 or on the Wake County Government website at www.wakegov.com. Click on "I want to...", and then click on "View RFP's and Bids", under the section titled "Business Services".

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and negotiate an Agreement that best meets the needs of the County. The County is not bound to accept a proposal solely on the basis of lowest price.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted and to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only

information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Note that the terms Contractor, Proposer, Firm and others are all used interchangeably in this document and all refer to the potential provider of the East Wake Transfer Station Operation and Maintenance and Waste Transportation Services.

Section 2

Background

The EWTS was constructed by the City of Raleigh and opened in May 2008. It serves as a transfer point for hauling of MSW generated and collected in the eastern and northeastern portions of Wake County, to the SWLF located approximately 24 miles away, between Holly Springs and Apex. Both residential waste collection vehicles, including all of the City of Raleigh's fleet, and commercial vehicles use the EWTS. The facility does not accept drop-off of MSW by residents. Eleven municipalities and Wake County are party to an interlocal agreement which pools their MSW for disposal at the SWLF in return for improved economy and predictability in waste disposal costs.

The EWTS is currently being operated and maintained by Custom Ecology, Inc (CEI). All hauling from the EWTS to the SWLF is also being performed by CEI. CEI's contract expires on August 31, 2021. Wake County staff currently operates, manages, and maintains the scale house.

2.1 Solid Waste Quantities

The amount of MSW delivered to the EWTS between fiscal year (FY) 2017 to FY 2020 is shown in **Table 2-1**. The average amount of waste received on a daily basis during FY 2020 ranged from 1,161 to 1,439 tons on weekdays and 410 tons on Saturday, as shown in **Table 2-2**. The amount of MSW will vary on a daily, weekly, monthly and seasonal basis. The amount of MSW received at the transfer station is related to waste generation rates, reduction and recycling rates, haulers downtime, and the availability and use of alternative disposal sites by commercial haulers. Beginning in late 2019, the EWTS experienced increased daily tonnage due to a decision by GFL to reduce the amount of MSW managed at their Garner Transfer Station. Future changes to GFL's operation at the Garner Transfer Station may influence waste receipt at the EWTS. Additionally, a potential EWTS tipping fee increase in FY 2023 may influence the amount of commercial tonnage delivered to the EWTS. The Contractor shall anticipate large variations in waste quantities.

The County does not guarantee the range of quantities indicated in Tables 2-1 and 2-2 or the actual amounts to be managed and hauled over the life of the Agreement. During 2019, approximately 55 percent of the total tonnage delivered to the EWTS came from Wake County convenience centers and residential waste collected by municipalities that are part of the Interlocal Agreement (and who chose not to direct-haul to the South Wake Landfill). Between 2016 and 2018, that percentage ranged from 66 to 72 percent. The amount of (mostly residential) waste delivered to the EWTS by the County and participating municipal partners can be expected to fluctuate less than the amount commercial waste delivered to the EWTS.

On Saturdays, some C&D waste loads may be brought from nearby Wake County convenience centers to the EWTS for storage, then hauled on Monday by the Contractor to the Brownfield C&D Landfill. The potential tonnage of C&D waste brought to the EWTS is relatively small.

**Table 2-1
Tons of MSW Received at the EWTS, FY 2017 – FY 2020**

Month	FY 2017	FY 2018	FY 2019	FY 2020
July	21,703	22,904	22,725	32,067
August	22,344	24,639	27,873	32,200
September	19,961	23,741	24,242	28,177
October	20,944	23,158	26,544	30,842
November	20,606	22,325	27,501	30,092
December	20,979	21,135	25,652	31,088
January	21,521	23,337	30,361	32,241
February	18,170	20,946	26,252	27,762
March	22,089	23,730	28,530	29,805
April	21,864	21,919	30,815	27,814
May	24,552	24,902	31,960	29,294
June	24,741	22,769	29,750	30,888
Total	259,473	275,505	332,205	362,270

Tonnages from NCDEQ Facility Annual Reports

**Table 2-2
Average Tons of MSW Received Daily at the EWTS, FY2020**

Day of the week	Ave. Daily Tons
Monday	1,161
Tuesday	1,439
Wednesday	1,433
Thursday	1,301
Friday	1,346
Saturday	410

2.2 Facility Description and Improvements

The EWTS is a non-compacted, bi-level type facility with tipping floor storage. Two push pits and two loading ports that can accommodate open-top, 53-foot long and up to 13.5-foot high trailers. The tipping floor is approximately 180 feet wide. Four to six vehicle “bays” can be in operation serving the two loading ports.

Various improvements are ongoing and routinely made to the EWTS. These include structural improvements to the structural slab, tipping floor wearing surface, push walls and tunnel slab; electrical improvements to the tunnels; and general civil improvements outside the transfer station including trench drains, solids/water separators and site improvements. The contractor selected as a result of the RFP process will therefore inherit operations and maintenance responsibilities at a newly renovated facility. It will be the Contractor's responsibility for maintaining the integrity of the facility, including taking all necessary precautions to prevent damage to the facility.

The original design drawings and site improvement drawings for the facility will be made available on upon request.

Section 3

General Proposal Requirements

3.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof, are issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.

3.2 Proposal Submission Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. **Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.**

Provide one (1) original and six (6) copies of complete proposal packages and one digital version on a USB memory stick in a commonly accepted computer format such as Portable Document Format (.pdf). The proposal packages shall be arranged and presented as stipulated in Section II, C. Proposal packages are to be delivered to:

Wake County Justice Center
Suite 2900
301 South McDowell Street
Raleigh, NC 27601
Attn: Tom Wester

The County must receive proposals no later **than 4:00 p.m., May 18, 2021**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. **Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.**

3.3 Schedule

The County has established the following schedule for the procurement process:

Task/ Activity	Event Date (and Time)
Issue RFP	May 7, 2021
Final Day to Submit Requests for Information and Questions	May 12, 2021
Proposal Submittal Date	May 18, 2021
Wake County BOCC Consideration	June 21, 2021
Complete Contract Negotiations/ Execute Contract	July 14, 2021
Commence Operation, Maintenance and Hauling at EWTS	September 1, 2021

3.4 Site Visits

No additional site visits will be allowed.

3.5 Proposal Format

Proposals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The proposal must be divided into five (5) tabbed sections (not including an attachments section) with references to all parts of this RFP done on a section number/paragraph number/letter basis. The five tabbed sections and attachments shall be named as noted below. Complete responses are required. All submittals must contain the following requested information in the format specified below:

Table of Contents

Section 1. Introduction and Executive Summary (4 pages or less)

Include a concise summary of your company while highlighting your experience, qualifications, approach and any other relevant information that best demonstrates your ability provide the entire scope of services requested in this RFP. Do not include pricing information in this section.

Section 2. Experience, Qualifications and Staffing

Include company name and business address and website address. Provide the type of organization (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc. Provide the year established and include former name(s) and year(s) established, as applicable.

Provide the name, title, address and telephone number of your company's primary contact for this contract. The person identified must be empowered to make binding commitments for the Company and its subcontractors.

Provide the names, background, and relevant experience of the management team (Transfer Facility Superintendent, Administrative Assistant and their Supervisor) proposed to execute the work. In all instances, indicate whether the management team's experience came with the Proposer, or with previous companies. The identified Transfer Facility Superintendent will serve as the County's primary point of contact during execution of the

work, and will maintain responsibility for day-to-day operation, maintenance and MSW hauling services specified in the Agreement between Wake County and the Contractor.

Provide the following information summarizing your company's experience with:

Waste Transfer Station Operation

- Facility name, location, ownership and dates of operational responsibility. At a minimum, all facilities operated within the last five (5) years should be included.
- Facility description, including capacity, average tons handled, type of waste, equipment used.
- Responsibilities and Personnel (number of staff).
- Client references, including name, position, and current contact information for all facilities operated within the last five (5) years.

Waste and/or Material Hauling

- Years of experience in truck fleet operation
- Description of hauling contracts including length of contract; number of personnel; number, type and size of vehicles involved; type of material hauled; and number of miles travelled. At a minimum, all hauling contracts within the last five (5) years should be included.
- Description of how vehicles are maintained, including the location(s) of vehicle maintenance facilities.
- Provide your USDOT # and/or your MC/MX number(s) associated with the organization proposed to provide the hauling service to the County.
- Client references, including name, position, and current contact information for all hauling contracts maintained over the previous five (5) years.

For all waste transfer stations which you company operates, provide a complete list of Notice of Violations (NOV) received since January 1, 2015. Provide the facility name, NOV description, Facility Manager's name, and indicate if/how the NOV was addressed and resolved.

Section 3. Description of Proposed Services, Equipment and Facilities

Describe your approach to executing the scope of services delineated in this RFP. Your approach must include a discussion of the materials, equipment and methods your Company will use to protect and maintain the integrity of the facility, including minimizing wear and tear to the tipping floor, push walls and tunnel slab and preventing damage to these and other structures. Because of the recent investment made in rehabilitating and improving the facility, the County is especially interested in the Proposers' demonstrated experience and approach to preserving the facility's integrity and maximizing the useful life of the structures and components. In discussing your overall approach, provide the following information:

Personnel

- The Proposer shall describe its project team and demonstrate that it has a sufficient number of properly qualified personnel to perform the work that is required under the terms and conditions of the Agreement. Briefly describe personnel roles and their responsibilities.
- Discuss procedures and ability to add temporary staff to accommodate increased waste amounts.
- List and briefly describe any training programs, including health and safety training, that your Company provides for staff involved in transfer station operation and waste hauling activities.

Equipment

- Provide a listing of hauling equipment that will be used to execute of the work. Minimum equipment requirements are listed in Section 4.1.5 of this RFP. Provide the minimum following information to each hauling vehicle proposed:
 - Manufacturer, model and year
 - Horsepower and MPG rating (loaded and unloaded)
 - Capacity
 - Gross vehicle weight rating and gross combination weight rating
 - Payload volume
 - Vehicle dimensions
 - Top cover description
- Provide a listing of transfer station waste handling equipment that will be used to execute of the work. Describe in detail the approach to compact MSW, once it has been placed in the hauling vehicles. The approach should outline strategies, methods, and equipment that will minimize wear and tear to the structures. Preference will be given to equipment that is designed and sized in a manner that will minimize the potential for damage to the structures. Minimum equipment requirements are listed in Section 4.15 of this RFP. Equipment lists must include:
 - Manufacturer, model and year
 - Operating hours
 - Net power (hp) (ISO 9249)
 - Attachments (buckets, grapples, and load tamping devices) including capacities, where applicable.

Facilities

- Identify and describe the off-site facility that will be used for fleet maintenance and servicing.

Permits

- Demonstrate that your Company has, or will have, valid federal, state, and local permits to execute the scope of services described in this RFP and required by the proposed Agreement.

Subcontractors

- Identify previous (if applicable) experience working with the subcontractors proposed. The Contractor may subcontract the MSW hauling services to a qualified and experienced hauling firm; however, the use of individual, subcontracted haulers is limited to 30 days and can only be used during exigent circumstances. The use of these subcontractors cannot exceed more than 20 percent of the average daily fleet being used to transport MSW from the EWTS to the SWLF. Wake County must approve all subcontractors used in performance of the work and this must be approved through a written request documenting why they are needed.

Section 4. Financial Capability

The Proposer shall demonstrate its financial capability by proving that it has funds, or commitments of funds, or the ability to raise funds necessary to perform the required scope of services detailed in this RFP and under the proposed Agreement. The Proposer shall submit audited financial statements for the last three years for itself. Financial statements are not necessary for subcontractor's proposed to perform minor maintenance and upkeep of the EWTS. The financial statements shall consist of audited statements, the most recent annual reports or 10-K reports, tax returns, or comparable reliable information.

The Proposer shall submit appropriate documentation from independent companies to demonstrate that the Proposer has the ability to obtain the types and amounts of insurance required under the proposed Agreement. The Proposer also shall submit appropriate documentation from independent companies to demonstrate that the Proposer can obtain and maintain the performance bond required under the Agreement.

Finally, the Proposer shall describe all significant changes in the Proposer's business that have occurred within the past five (5) years, including bankruptcy proceedings or filings, mergers, and acquisitions and provide a risk loss sum report, if required.

Section 5. Pricing

Complete and provide Form 1, Official Proposal Form and Form 2, Proposal Pricing Form for both Operational Scenario A and Operational Scenario B.

Proposal Attachments

Provide the following additional forms as attachments to your proposal: Non-Collusive Affidavit, Agreement to Submit Performance Bond. As a separate attachment, provide any additional information not specifically requested above or as part of this RFP that your Company desires to include.

3.6 Evaluation Process

The County will establish a Selection Committee comprised of County employees representing a variety of disciplines along with some representatives of other

municipalities within the County. The process for the selecting and evaluating a Contractor will involve three stages:

Stage One: Qualifications Proposal

The initial phase has commenced with the establishment of a Selection Committee. A request for Proposals is being placed on the County's Bids and Proposals website. Upon receipt of the packages from respondents, Selection Committee members may review and select ("short-list") for further consideration those firms which appear to be most favorable to provide services for the project.

Stage Two: Interviews (if necessary)

Separate interview sessions may be scheduled with the "short-listed" firms to permit Selection Committee members to further evaluate each firm's qualifications and proposal. Promptly after the interviews, the Selection Committee will make their selection and forward written recommendations to the County Manager and Board of Commissioners for approval. If sufficient information is provided with the proposals, the County retains the right to make a selection without interviews.

Stage Three: Contract Negotiations

Following the County Manager and Board of Commissioner's approval to negotiate with a specific firm, the Wake County Solid Waste Management Division will be directed to begin negotiations. In the event negotiations of specific contract terms, conditions, and fees prove unsuccessful with this firm, the County Manager will collaborate with the Selection Committee on selection of another firm with which to begin negotiations.

3.7 Evaluation Criteria

The following criteria will be the basis on which a Contractor will be selected for further consideration:

- Contractor qualifications and experience
- Contractor equipment, facilities, and approach
- Contractor financial strength and stability
- Proposed cost of service
- Proposal Completeness and Responsiveness
- References

The weighting and order of importance of the above criteria will be established by the selection committee at the time of proposal review.

3.8 Interpretations, Discrepancies, and Omissions

All Proposers shall carefully examine the RFP. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the date identified in the schedule provided in Section 3.3. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and delivered to Mr. Tom Wester prior to the deadline established in the schedule provided

in Section 3.3. Inquiries shall be delivered by hand, mail, or e-mail and addressed to Mr. Tom Wester, twester@wakegov.com, Wake County Justice Center, Suite 2900, 301 South McDowell Street, Raleigh, NC 27601.

No person is authorized to give oral interpretations of, nor make any oral changes to, the RFP documents. The County shall not be bound by any oral statements about the RFP that may be made by the County's representatives or employees before the Proposal deadline. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place.

No questions or requests for clarifications will be accepted after the deadline noted in Section 3.3. Responses to questions will be posted at <http://www.wakegov.com>. Click on Finance, then click RFP's & Bids and then click on New RFP's and Bids. Any addenda and clarifications will be issued by the date listed in the schedule provided in Section 3.3.

3.9 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this RFP or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

3.10 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

3.11 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3.12 Acceptance of Wake County Service Agreement

All applicants must be able to comply with the requirements of the proposed Agreement and agree to the terms contained in the Agreement. A copy of the proposed agreement is included as Attachment A to this RFP. Proposer shall pay particular attention to the Insurance provisions described in Article 12 of the Agreement.

Each Proposer shall review the Agreement carefully and be fully familiar with its terms before submitting a response to this RFP. If a Proposer is selected by the County, the Proposer is expected to sign the Agreement, with little or no modification. The County will not entertain or accept Proposals that are based on significant alternate contractual provisions.

The County is under no obligation to revise the Agreement and, therefore, each Proposer should assume that no changes to the Agreement will be made after responses to this RFP are received. After responses are submitted to this RFP, the County shall not entertain or accept any increase in the price proposed for the Unit Price unless the County requests new or additional services that are not contemplated under the Agreement. A Proposer's failure to review or understand the requirements in the Agreement shall not constitute sufficient grounds for the Proposer to receive an increase in the proposed Unit Price. If a price increase is requested under such circumstances, or if a Proposer refuses to sign the appropriate Agreement, the County may terminate its discussions with the Proposer, exercise the Proposal Bond, and award the Agreement to a different Proposer.

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal. The County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.13 Certification

The Proposer hereby certifies that it has carefully examined this RFP and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.14 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.15 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not

sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.16 Indemnification

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its Sub-Consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

3.17 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.18 Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.19 Confidential Information/Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW.

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

3.20 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.21 New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Contractor perform services that are not specifically described in the Scope of Services but are related to the contracted services (the "New Services"). In this event, Contractor shall perform such New Services through an amendment to the

Agreement. The compensation for such New Services will be negotiated by the County and Contractor in good faith prior to executing the work.

Section 4

Scope of Services

The County is seeking the services of a qualified Contractor with extensive knowledge and background operating and maintaining a solid waste transfer station and hauling MSW in a safe, reliable, cost-effective and environmentally sound manner. It is the County's intent to enter into an agreement of eight (8) years in length, with the option to renew under the same terms and conditions for an additional four (4) year period.

The selected Contractor will be required to start operations on September 1, 2021 and continuing throughout the term of the Agreement. The contractor will only be excused from this obligation when uncontrollable circumstance prevents the contractor from complying.

The following paragraphs *generally* describe the scope of services, and *outline* the operating, maintenance and hauling responsibilities and requirements. The exact scope of Contractor's services is detailed in the proposed Agreement. Proposers should thoroughly review the scope of services contained within the proposed Agreement before formulating their response and developing their proposed pricing.

4.1 Transfer Station Operation and Maintenance

4.1.1 Waste Intake

The EWTS serves as a transfer point for hauling MSW generated and collected in the eastern and northeastern portions of Wake County, to the SWLF located at 6300 Old Smithfield Road, Apex, NC 27502. Both residential waste collection vehicles, including the City of Raleigh's fleet and commercial vehicles use the EWTS. The amount of MSW received at the transfer station is related to generation rates, reduction and recycling rates, haulers downtime, and the availability and use of alternative disposal sites by commercial haulers in the County. The Contractor is requested to provide service capacity sufficient to manage the range of historical MSW tonnage identified in Table 2-1, accounting for fluctuations that may occur over the life of the Agreement. The County and its' municipal partners make no guarantee as to the amount of MSW to be delivered to the Contractor.

For this contract, the Contractor will conform to one of two end-of-day operating scenarios (as-of-yet to be determined) as follows, and shall remain that way unless changed by the County:

- Operating Scenario A – Current End-of-Day Operations. Current operations are such that typical waste delivered to the EWTS is received, transferred into transfer vehicles, and transported to the SWLF in time for disposal prior to the landfill's closure at 4:00 PM. Loads arriving after EWTS closure at 3:00 PM typically cannot tip and must return the next day upon the facility's reopening at 6:00 am; this includes loads associated with approximately 30% of the City of Raleigh Solid Waste Services Division's waste collection activities.
- Operating Scenario B – Alternate End-of-Day Operations. Hours of operations of the EWTS extended to a closure time of 4:30 PM. Waste delivered to the EWTS in time for

disposal at the SWLF prior to the landfill's closure at 4:00 PM continues as described in Scenario A. Waste not delivered to the EWTS in time for disposal at the SWLF remains in transfer trailers at the EWTS provided by the Contractor. Waste stored overnight in on-site transfer trailers includes that from approximately 30% of the City of Raleigh Solid Waste Services Division's waste collection activities.

Separate line items have been included on the Proposal Price Form to account for potential pricing variations based on each of the two operating scenarios. Further information about each scenario is presented in Section 4.1.2 below.

4.1.2 Operating Hours

The Contractor shall keep the EWTS operational and open for receiving MSW for a minimum of nine (9) hours each day Monday through Saturday. Current operating hours are 6:00 am until 3:00 pm Monday through Saturday. Operating hours required at the beginning of the term of the Agreement will conform to one of two operating scenarios as follows and shall remain that way unless changed by the County.

- Operating Scenario A – 6:00 am until 3:00 pm Monday through Saturday for a total of nine (9) hours each day Monday through Saturday.
- Operating Scenario B – 6:00 am until 4:30 pm Monday through Saturday for a total of ten and a half (10.5) hours each day Monday through Saturday.

The EWTS will be closed to accepting MSW on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor must accommodate County-requested adjustments in operating hours in the event conditions require that waste be accepted at the EWTS outside of the previously established operating hours. In case of an unforeseen circumstance, and to accommodate collection practices and/or disposal requirements associated with holidays or special events, natural disaster, unusually inclement weather, or other emergency conditions, the County may require the Contractor to stay open longer hours. The Contractor will be compensated for additional hours of operation and service requested by the County, based upon an equitable time-cost application of the fee provisions of the Agreement.

4.1.3 General Operation of the Transfer Station, Facility Use, and Site Use

The Contractor is required to understand and abide by at all times, the Permit to Operate and Operations Plan, as contained in Attachment D, and subsequent updates and permit renewals. The Operations Plan will be updated, and a new Operations Permit will be in effect prior to September 1, 2021. The contractor will only be responsible for updating their Operating Plan and the County will handle any NCDEQ notifications regarding permits. There are no anticipated permit changes at this time. During the term of the Agreement, the Contractor will have the opportunity to review and approve any subsequent updates to the Operations Plan before a new Operations Permit is sought.

The Contractor shall employ certified managers and operators as required by North Carolina Solid Waste regulations. The Contractor shall ensure that its employees receive adequate training and are SWANA certified transfer station operators before their starting date of service.

The Contractor shall operate the facility in an efficient manner, handling waste at a consistent operating rate so as to avoid the backup of delivery vehicles waiting to unload waste. Delivery vehicles will be allowed to deposit waste on a first come, first served basis, with no preferential treatment to class or ownership of delivery vehicles except as necessitated by operational efficiencies. Contractor shall provide for safe and orderly vehicular movement.

A Site Use Map (Figure B-1) is provided in Attachment B. The Contractor's use areas for staging and parking are identified. At no time during the duration of the Agreement, unless otherwise agreed to in writing by City of Raleigh, will the Contractor be allowed to temporarily or permanently use the facilities and adjacent areas labeled "A" and shaded red on the Site Use Map.

No vehicle maintenance is to occur on-site, other than emergency repairs (i.e., tire changes). Contractor must identify an off-site location for vehicle maintenance and servicing.

The existing office building adjacent to the transfer building can be used by the Contractor for office space, record storage, dispatching, and other general office functions. Contractor is responsible for all maintenance, upkeep, cleaning, and repairs of the building during the life of the Agreement. Contractor shall assume that temporary office space may be necessary for a period of up to one month at the beginning of the term of the Agreement while operational responsibilities are being transitioned from the current Contractor to the selected Contractor. A separate line item has been included on the Proposal Price Form to account for this cost, if needed.

The Contractor shall be responsible for the security of the entire site (excluding the scale house and the City of Raleigh Public Works Buildings and its' outdoor staging areas) at all times of the day, and shall maintain and repair as needed, the existing fences, gates, and locks. Contractor shall be responsible for damage or injury caused by trespass, negligence, vandalism, or malicious mischief of third parties. The Contractor shall install security cameras in the Transfer Station and around the Transfer Facility that record 24 hours a day, 7 days a week for monitoring purposes.

4.1.4 Maintenance

The Contractor shall maintain the transfer station, including but not limited to all structures, tanks, pumping stations, drains, plumbing systems, roads and parking areas, gates, fences, alarms, lighting systems, and all other items (i.e., the "Managed Assets" as defined in the Agreement) except where specifically excluded by the Agreement, in good working order, condition, and repair in accordance with good industry practice. The Contractor is responsible for all costs associated with routine/preventative maintenance and repairs, except where specifically excluded in the Agreement.

Contractor shall prepare an Operation and Maintenance Manual (O&M Manual) to supplement the Operations Plan and Agreement. The O&M Manual should include, at a minimum, the Contractor's safety and emergency procedures along with staffing, training, waste screening plan, and maintenance plans. Contractor shall maintain detailed and accurate records of maintenance performed on the Managed Assets, as defined in the Agreement.

4.1.4.1 Tipping Floor Washing and Pressure Washing

Contractor is responsible for daily sweeping and washing of the tipping floor and cleaning of debris from the tunnel following the procedures outlined in the Operations Plan. The Contractor is required to submit a photo of the transfer station floor, every day of operation by 6 pm nightly to the County Contract Administrator. This can be submitted via email or by text message.

In accordance with new NCDEQ operation requirements, the Contractor is responsible for pressure washing the tipping floor, push walls and truck loading bays once per month. The remaining areas of the building, including side walls and any material storage areas outside the building shall be cleaned with a pressure washer at least twice per year. Cleaning may be required more frequently as conditions dictate. Contractor is responsible for pressure washing under the scales four times a year or more frequently and as necessary to ensure they operate in good working order.

4.1.4.2 Sanitary Sewer Pump Station, Drains, and Storm Water Control Facilities

Contractor is responsible for maintaining the sanitary sewer pump station, including maintaining a service contract for the pumps which follows the recommended service intervals as specified in the pump manual. New wastewater grinder pumps have been installed as part of the recent facility improvements (HOMA Barracuda GRP 59). Contractor must have access to a portable generator that is capable of powering the grinder pumps in case of a power outage.

Contractor is responsible for keeping the drains clear of debris such that ponding of water is prevented at all times and to ensure the effective operation of the pumps. New trench drains and solids/water separators have been installed as part of the recent facility improvements. Contractor is responsible for monthly inspection of the trench drains, solid/water separator and sumps. If any of these features require maintenance/debris removal, Contractor will be responsible for such maintenance. Should pump damage occur due to insufficient servicing and maintenance of the solids/water separator, the Contractor will be responsible for all costs associated with repair and/or replacement. All waste and debris collected from the drains and pump station must be properly handled and disposed in compliance with federal, state and local laws. The County will only be responsible for repairs of any of the Sanitary Sewer system if it can be demonstrated that the Contractor has taken all appropriate maintenance activities and nevertheless the equipment still failed.

All stormwater control facilities must be inspected and maintained by the Contractor at the intervals required and specified in the Operations Plan.

4.1.4.3 Mowing and Litter Collection

Contractor is responsible for keeping the facility, including the access road up to the entrance gate and the areas reserved for City of Raleigh Public Works use, free of litter at all times. This includes collection of litter on a daily basis throughout the site and the road leading into the facility from the first property gates. It is anticipated that this will require a full-time employee to properly maintain.

Contractor is responsible for regularly mowing the areas identified in Figure B-2, Turf Maintenance Plan. Mowing along both sides of the access road should extend at least five

feet up the slope of each ditch. Contractor is responsible for reseeding damaged turf areas, as might be necessary to prevent erosion.

4.1.4.4 Roads and Parking/Staging Areas

Contractor is responsible for identifying damage to all paved roads within the entrance gate and notifying the County promptly so that appropriate repairs can be made by the County. The Contractor will be responsible for making repairs to paved surfaces that have been damaged by his, or his subcontractor's negligence. The Contractor is responsible for prompt cleaning up of all fuel, lubricant, and other spills from Contractor's equipment in accordance with environmental regulations. The Contractor is responsible for maintaining and repairing all gravel surfaces, including those used for trailer parking and staging.

4.1.4.5 Scales

As previously noted, Contractor is responsible for pressure washing under the scales four times a year or more frequently and as necessary to ensure they operate in good working order.

4.1.4.6 County's Requirements for Maintenance and Capital Replacements

The County shall be responsible for repair and replacement of the Transfer Facility structural elements and operating floor. The County will maintain responsibility for making repairs to damaged, paved surfaces (unless caused by Contractor's negligence) and for site-wide repaving/resurfacing of the access roads, at appropriate intervals, or as conditions dictate. The County will maintain responsibility for calibrating the scales and maintaining the scales, repairs to the scales and following the manufacturers recommended maintenance schedule.

The County shall be responsible for replacing light ballasts (but not bulbs) that fail.

In the event a scale becomes inoperable, the County will be responsible for repairing or replacing the scale. Contractor will not be responsible for costs associated with scale repair or replacement, assuming Contractor has performed the required regular cleaning and maintenance.

4.1.4.7 Miscellaneous

Contractor is required to abide by and follow the procedures described in the Operations Plan and requirements of the Permit to Operate for all other maintenance and operations including but not limited to noise control and abatement, dust control, vector control, and odor control. Contractor is responsible for maintaining and repairing, as necessary, smoke and fire detection equipment; security/alarm systems and equipment; heating and cooling systems; lighting systems (excluding ballasts); hoses, hose bibs and plumbing; and all other ancillary systems and equipment. The Contractor shall keep the fire hoses in good working condition at all times and shall replace worn hoses that could affect the safe operation of the facility as required.

To facilitate the Contractor's development of their price proposal such that the condition of existing equipment and systems are appropriately considered, all equipment and systems will be made available for general inspection during the Pre-Proposal Conference.

Subsequent, detailed inspections may be arranged upon request. The County will endeavor to compile and provide equipment and systems maintenance records, upon request.

The Transfer Facility Superintendent is required to be physically present during the hours of operation Monday through Friday. On Saturdays, the Transfer Facility Superintendent may delegate this responsibility to a qualified team lead or administrative assistant. It is anticipated the Transfer Facility Superintendent will have a full-time administrative assistant on staff. The Transfer Facility Superintendent is required to have job duties that solely lean to the management of the East Wake Transfer Station. The Transfer Facility Superintendent is not allowed to manage outside facilities or be a salesperson for the awarded contractor. The Transfer Facility Superintendent must have permanent residence within a one-hour drive to the facility. The Transfer Facility Superintendent is required to be SWANA certified in Transfer Station Management.

4.1.5 Equipment Requirements

The Contractor shall provide and operate waste handling equipment of sufficient number, size, and power so as to effectively operate the facility. Minimum waste handling equipment characteristics are identified below. At no time during the term of the Agreement will metal tracked equipment be allowed, so as to prevent damage and excessive wear and tear to the tipping floor. Rubber tracked equipment is permissible.

4.1.5.1 Wheel Loaders

Contractor shall provide a minimum of two (2) wheel loaders at the site (a primary loader and a secondary loader), with access to a third unit, which can be on-site within 24 hours, as a backup. The primary loader must be new (less than 200 operating hours) at the start of the term of the Agreement. The secondary loader does not need to be new, but must meet the standard described below. Factory certified refurbished equipment may be considered as new equipment, given proper documentation is provided. Minimum characteristics and requirements for wheel loaders are identified below:

- Maximum Operating hours: 12,000. Equipment may be used beyond 12,000 hours if a powertrain rebuild has been performed. No equipment may be used beyond 18,000 hours.
- Primary Loader Minimum net power (ISO 9249): 280 hp
- Secondary and Backup Loaders Minimum net power (ISO 9249): 260 hp
- Minimum Bucket Capacity: 5 cubic yards.
- Rubber cutting edges must be used at all times on all buckets. Worn cutting edges must be replaced promptly.
- One of the two wheel loaders must have a quick connect

Wheel loaders may not use buckets for tamping. Buckets shall not enter the pit at any time so as not to cause unnecessary wear and tear and damage to the sides. If wheel loaders are to be used for load tamping, tampers must be used in place of buckets.

4.1.5.2 Waste Handlers/Wheeled Excavators

Contractor shall provide, at a minimum, one waste handler or wheeled excavator, and have means to have a replacement waste handler on-site and in use within 24 hours, should the primary handler become non-operational for more than 24 hours. Waste handlers with standard grapples may not be used for tamping. Specialized grapple/load tamping

attachments are available and should be used if the Contractor desires to use this equipment for waste tamping. Waste handlers must be sized and designed such that they do not contact the pit walls or other structures during normal operation. Minimum characteristics and requirements for waste handlers are identified below:

- Maximum Operating hours: Primary unit 20,000. Secondary unit 40,000.
- Minimum boom reach length: 30 feet (two-piece boom recommended but not required)

4.1.5.3 Other Equipment

Contractor must provide a skid steer with a brush attachment for light loading, grading, clean-up and other functions. Contractor must provide a designated sweeper or sweeper attachment to ensure that the tipping floor remains clean on a daily basis. Other rolling stock and supporting equipment shall be provided as Contractor deems necessary to ensure the efficient and safe operation of the facility. Equipment shall be maintained in good working order at all times and be subject to routine servicing and maintenance at manufacturer recommended intervals.

4.1.5 Utilities and Supplies

The Contractor shall be responsible for procurement and payment for all materials, fuels, services, tools, equipment, and incidentals, including all utility services used and as necessary for the operation of the Transfer Facility. All utilities, including electric power, water, sewer, telephone, and broadband/internet access shall be billed to and paid by the Contractor.

4.2 MSW Hauling

Contractor is responsible for the safe hauling of all MSW delivered to the EWTS exclusively to the SWLF in accordance with all laws governing highway weight limits, equipment inspections, safety standards and speed limits.

The haul route shall be limited to the following roads: Corporation Parkway, US 64 Business/New Bern Avenue, I-440, US 1, and SR 55. Alternate roads which support trucks with transfer trailers may be temporarily used when road closures or other emergency situations preclude use of the approved roads.

4.2.1 Trucks and Trailer Size and Type and Quantity

Trucks must be late model, low mileage vehicles with GPS tracking/monitoring devices with appropriate EPA emissions ratings. Adequate horsepower is needed to minimize transit time between EWTS and SWLF and back including typical steep grades at the SWLF.

Trailers must be top-loading, leak resistant, tandem axle, non-compaction, and self-unloading (walking floors). Trailers must be between 48 and 53 feet long and no higher than 13.5 feet. There must be a minimum of 25 (walking floor) trailers available at all times.

Contractor must provide sufficient number of hauling vehicles with a minimum of 15 operating at all times to ensure no waste is left on the tipping floor at the end of the day and that waste does not backup up on the tipping floor during the day such that it contributes to odor and other issues. Loaded trailers that remain at the EWTS at the end of

each day shall be covered with watertight covers and hauled to the SWLF promptly the following morning.

Contractor should maintain sufficient access to waste hauling vehicles and personnel on a daily basis to accommodate unexpected fluctuations in MSW flow.

4.2.2 Loading and Covering

Transfer trailers should be loaded with 21 to 23 tons of MSW with a total monthly haul average of at least 19 tons. The County reserves the right to penalize the Contractor for not meeting the monthly total average. For any month when the total monthly haul average is below 19 tons, the penalty will be calculated by dividing by the actual total monthly haul average by 19 tons. The resulting value will be multiplied by the haul price per ton, and the resulting value subtracted from the haul price per ton, then multiplied by the total tons hauled during that month. For example, if the total monthly haul average was 18.7 tons, the total tons hauled in the month was 30,000 tons, and the haul price was \$10 per ton, the penalty would be calculated as:

$$18.7 \text{ tons divided by } 19 \text{ tons} = 0.974$$

$$\$10/\text{ton} - (0.974 \times \$10/\text{ton}) \times 30,000 \text{ tons} = \$7,800 \text{ penalty}$$

Contractor shall move the trailers immediately out of the Transfer Facility, once filled. Trailers must be equipped with manually or hydraulically operated top covers. All trailers must be securely covered upon exit of the Transfer Facility and remain covered until unloaded at the SWLF.

4.2.3 Use of Subcontractors for Hauling

The Contractor may subcontract the MSW hauling services to a qualified and experienced hauling firm; however the use of individual, subcontracted haulers as previously discussed is limited to no more than 20 percent of the average daily fleet being used to transport MSW from the EWTS to the SWLF for no longer than 30 days.

4.3 C&D Management, Storing and Hauling

Contractor is responsible for the management, storing and safe hauling of C&D waste delivered to the EWTS from Wake County convenience centers to the nearby Brownfield Landfill. C&D Waste hauling shall be performed in accordance with all laws governing highway weight limits, equipment inspections, safety standards and speed limits.

On Saturdays, when C&D waste may be delivered from one of several nearby Wake County convenience centers, Contractor shall handle the C&D waste separately from the MSW. Contractor shall place C&D waste in separate trailers and hold those trailers until the following Monday when the Brownfield Landfill is open. On Monday, Contractor shall deliver the C&D waste to the Brownfield Landfill.

4.3.1 Trucks and Trailer Size and Type and Quantity

Trucks must be late model, low mileage vehicles with GPS tracking/monitoring devices with appropriate EPA emissions ratings. Adequate horsepower is needed to minimize transit time between EWTS and the Brownfield Landfill and back including typical steep grades at the SWLF.

Contractor should maintain sufficient access to waste hauling vehicles and personnel to accommodate unexpected fluctuations in C&D waste flow.

SAMPLE AGREEMENT

AGREEMENT FOR EAST WAKE TRANSFER STATION OPERATION, MAINTENANCE,

AND

MUNICIPAL SOLID WASTE TRANSPORTATION SERVICES

Between

WAKE COUNTY, NORTH CAROLINA

and

_____ CONTRACTOR

_____, 2021

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 4

ARTICLE 2 SCOPE OF SERVICES AND CONTRACT TERM 8

ARTICLE 3 REPRESENTATIONS AND WARRANTIES 9

ARTICLE 4 COMMENCEMENT DATE 11

ARTICLE 5 GENERAL TERMS AND CONDITIONS..... 12

ARTICLE 6 DELIVERY AND RECEIPT OF WASTE 17

ARTICLE 7 SOLID WASTE TRANSFER FACILITY OPERATION AND MAINTENANCE..... 20

ARTICLE 8 HAULING OF WASTE..... 27

ARTICLE 9 COUNTY’S RESPONSIBILITIES 29

ARTICLE 10 PAYMENT TO CONTRACTOR 30

ARTICLE 11 DEFAULT AND TERMINATION 32

ARTICLE 12 INSURANCE, FORCE MAJEURE, AND INDEMNIFICATION 34

ARTICLE 13 PERFORMANCE BOND 37

APPENDICES AND REFERENCE DOCUMENTS A-1

SOLID WASTE TRANSFER FACILITY OPERATIONS AND MAINTENANCE
AND WASTE TRANSPORTATION SERVICES AGREEMENT

THIS SOLID WASTE TRANSFER FACILITY OPERATIONS AND MAINTENANCE AND WASTE TRANSPORTATION SERVICES AGREEMENT is made and entered into as of this ____ day of _____, 2021 between County of Wake, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY" and _____ a [limited liability company][corporation] organized under the laws of [] and authorized to do business in the State of North Carolina hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the City of Raleigh, hereafter referred to as "CITY" is authorized to establish and operate solid waste collection and disposal facilities;

WHEREAS, the CITY owns a municipal solid waste Transfer Facility located at 820 Corporation Parkway, Raleigh, NC 27610 which has been in operation since May 2008; and has granted the COUNTY a license to enter such premises for purposes related to the operation of the Transfer Facility; and

WHEREAS, the CITY has obtained a permit to operate said Transfer Facility, more specifically identified as the North Carolina Department of Environmental Quality (DEQ) Permit No. 92-33T ("Transfer Facility Permit"), a copy of which is attached hereto as Reference Document A, and owns the real property subject to the Transfer Facility Permit known as the East Wake Transfer Facility ("Transfer Facility"); and

WHEREAS, the COUNTY has applied for a new permit to operate the Transfer Facility and is awaiting finalization from the DEQ; and

WHEREAS, the CITY, COUNTY and the other South Wake Partners (Towns of Apex, Cary, Morrisville, Fuquay-Varina, Garner, Knightdale, Wendell, Zebulon, Rolesville and Wake Forest) have entered into an Interlocal Agreement for the purposes of the COUNTY taking over the operations of the Transfer Facility; and

WHEREAS, pursuant to the authority of the Interlocal Agreement, the COUNTY issued a Request for Proposals ("RFP") for Transfer Station Operation and Maintenance and Municipal Solid Waste Hauling on the ____ day of _____ 2021, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the CONTRACTOR submitted a responsive proposal ("Proposal") to the COUNTY's RFP, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit 2; and

WHEREAS, the COUNTY desires to enter into an agreement with the CONTRACTOR to operate and maintain the Transfer Facility and provide waste transportation services on the terms and conditions set forth in this Agreement; and

WHEREAS, the CONTRACTOR is in the business of providing Transfer Facility operation and maintenance and waste transportation services; and

WHEREAS, the COUNTY desires to contract with CONTRACTOR and CONTRACTOR desires to contract with the COUNTY to perform the services set forth in this agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Waste" means solid waste as defined in NCGS 130A-290(18a) which is generated in Wake County. Acceptable Waste does not include any waste included in the definition of Unacceptable Waste, except for minor quantities of Unacceptable Waste ordinarily present in municipal solid waste in amounts consistent with the RCRA and other Applicable Law.

"Affiliate" means any business entity under common ownership with the CONTRACTOR or the CONTRACTOR's majority members/shareholders or with any parent or subsidiary of the CONTRACTOR.

"Agreement" means this Transfer Facility Operations and Maintenance and Waste Transportation Services Agreement between the CONTRACTOR and the COUNTY, including the Appendices, forms and the Reference Documents, as the same may be amended or modified from time to time in accordance herewith.

"Applicable Law" means: (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any Governmental Approval; and (4) any consent order or decree, settlement agreement or other similar agreement between the COUNTY and DEQ or EPA.

"Billing Period" means each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of such month and (2) the last Billing Period shall end on the last day of the Contract Term of this Agreement. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

"Capital Modification" means any material change, alteration, improvement, upgrade or modification of any of the Managed Assets, or any installation of new equipment or systems, including any of the foregoing that results from a replacement of any of the Managed Assets or the installation of new equipment, machinery, systems or other property at the Managed Assets.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., and the applicable regulations promulgated thereunder, each as amended or superseded from time to time.

"City" means the City of Raleigh, North Carolina.

"Commencement Date" means the date on which the COUNTY has authorized by Notice to Proceed the CONTRACTOR to commence operation of the Transfer Facility and associated waste transportation to the Landfill.

"Consumer Price Index". See CPI.

"Contract Administrator" has the meaning specified in Section 5.3

"Contract Date" means the date this Agreement is executed and delivered by the parties hereto.

"Contract Services" means all services provided by the CONTRACTOR as specified in this Agreement.

"Contract Standards" means the terms, conditions, methods, techniques, requirements, practices and standards imposed or required to be met by the CONTRACTOR in the performance of the Contract Services by: (1) Applicable Law; (2) the Permit; (3) the Minimum Requirements of the RFP; (4) the performance bond and any guarantee agreements; (5) applicable manufacturers specifications; (6) applicable Insurance Requirements; (7) Good Industry Practice, and (8) any other standard, term, condition, method, technique, practice or requirement specifically provided in this Agreement to be observed by the CONTRACTOR.

"Contract Term" means the initial and renewal terms collectively.

"Contract Year" means the COUNTY's fiscal year commencing on July 1 in any year and ending on June 30 of the following calendar year; provided, however, that the first Contract Year shall commence on the earlier of the scheduled Commencement Date and the actual Commencement Date and shall end on the following June 30, and the last Contract Year shall commence on July 1 prior to the date this Agreement expires or is terminated, whichever is applicable, and shall end on the last day of the Contract Term of this Agreement or the effective date of any termination, whichever is applicable. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

"County" means the County of Wake, North Carolina.

"CPI" means the Consumer Price Index - All Urban Consumer Southeast as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

"DEQ" means the North Carolina Department of Environmental Quality, an agency of the State, designated to oversee the environmental activities of North Carolina, which, among other duties, regulates the handling and disposal of solid waste.

"EPA" means the United States Environmental Protection Agency and any successor agency.

"Equipment" means all vehicles, rolling stock, loaders, tractors, trailers, tools, machines, office equipment and other property owned by or leased to the CONTRACTOR that can be removed from the land without material damage to the land or the improvements.

"Fees and Costs" means fees and costs actually incurred by a party and determined by a Court to be expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any legal proceeding.

"Force Majeure" means any cause beyond the reasonable control of the party whose performance under this Agreement is affected, including but not limited to natural disasters, Acts of God, acts of war, rebellions, riots, civil disturbance, or sabotage, or to damage resulting there from; fires, floods, explosions, accidents or mechanical breakdowns not caused by the negligence of either party; or any other like or unlike causes which are beyond the control of the party whose performance is affected thereby. Force Majeure shall not include strikes, labor disputes, or equipment failure nor shall it apply to events caused by the negligence, willful or intentional action or malfeasance of the party asserting Force Majeure or to matters reasonably within the control of or which reasonably could have been prevented by such party.

"Good Industry Practice" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances know or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the solid waste industry as observed in the Southeast region of the United States.

"Governmental Approvals" means all approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

"Governmental Body" means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction

"Hazardous Material" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation "hazardous substance" as defined in CERCLA and "hazardous waste" as defined in RCRA.

"Landfill" means the South Wake Landfill, and all permitted contiguous land and structures, other appurtenances, and improvements of the land within the legal description of the site included in the Landfill Permit,

"Loss-and-Expense" means any and all actual loss, liability, forfeiture, obligation, damage, delay, fine, penalty, judgment, deposit, cost, expense, claim, Tax, or expense, including all fees and costs, except as explicitly excluded or limited under any provision of this Agreement.

"Managed Assets" means all or any portion of the Transfer Facility and Transfer Facility Office, and all improvements made to the Transfer Facility and Transfer Facility Office by or on behalf of the COUNTY, including, but not limited to all structures, tanks, pumping stations, drains, water supply and plumbing systems, roads and parking areas, gates, fences, alarms, lighting systems, but excluding the Equipment. The truck scales and Scale House are not included in the Managed Assets.

"Mediator" means any person serving as a mediator of disputes hereunder pursuant to Section 11.6.

"Non-Binding Mediation" means the voluntary system of dispute resolution established by Section 12.7 for the resolution of disputes arising under this Agreement.

"Notice To Proceed" means a notice issued by the COUNTY for the CONTRACTOR to commence the Contract Services.

"NPDES" means National Pollutant Discharge Elimination System.

"NSPS" means New Source Performance Standards of the EPA.

"Operation and Maintenance Manual" means the manual and related computer programs prepared by the CONTRACTOR containing detailed standard operating and maintenance procedures and other specific instructions, policies, directives, routines, schedules and other matters relating to the Contract Services, developed and maintained as required by Section 7.4.

"Operating Day" means any day that the Transfer Facility is open for receipt of Acceptable Waste.

"OSHA" means the Occupational Safety and Health Act of 1970, as amended.

"Performance Bond" means a corporate surety bond that guarantees compensation to the COUNTY in the event that the COUNTY must assume the obligations or duties of the CONTRACTOR in order to continue the Contract Services.

"Permit to Operate" means the Permit to Operate the Municipal Solid Waste Transfer Facility and any modifications, renewals or amendments of the foregoing.

"RFP" means the Transportation and/or Maintenance of Transfer Facility/Loading of Municipal Solid Waste Request for Proposals issued on the ____ day of _____, 2021, as amended.

"Scales and Scale House" means the truck scales and structure adjacent to the truck scales at the Transfer Facility site where COUNTY employees responsible for weighing vehicles will work.

"Service Fee" means the compensation due to the CONTRACTOR in exchange for the services rendered, as further described in Article 10.

"Service Fee Schedule" means the basis for compensation as set forth in Appendix 6.

"Site" means the real property delineated on the map in Appendix 1, which includes the property located at 820 Corporation Parkway, Raleigh, NC 27610.

"State" means the State of North Carolina.

"Subcontract" means an agreement or purchase order by the CONTRACTOR or a Subcontractor to the CONTRACTOR, as applicable.

"Subcontractor" means every person (other than employees of the CONTRACTOR) engaged by the CONTRACTOR to perform any portion of the Contract Services.

"SWANA" means the Solid Waste Association of North America.

"Tax" means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment--in-lieu thereof, and any related interest, penalty or addition to tax.

"Termination Date" means the last day of the Contract Term of this Agreement.

"Transfer Facility" means the buildings, grounds and all appurtenances comprising the system for management of waste at the Site of the East Wake Transfer Station, 820 Corporation Parkway, Raleigh, NC 27610.

"Transfer Facility Superintendent" has the meaning defined in Section 7.2.

"Unacceptable Waste" means all solid waste which is not permitted to be disposed of at the Landfill under the Landfill Permit, including, but not limited to, Hazardous Materials, biological waste, biomedical waste, and construction debris.

"Utilities" means any and all utility services and installations whatsoever (including gas, water, sewer, stormwater, electricity, telephone, and data), and all piping, wiring, conduits, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

"Work" shall mean all the services provided by the CONTRACTOR pursuant to this agreement.

ARTICLE 2
SCOPE OF SERVICES AND CONTRACT TERM

SECTION 2.1 SCOPE OF SERVICES. This Agreement establishes the terms and conditions under which the CONTRACTOR shall perform the services required herein for the proper management of solid waste delivered to the Transfer Facility. It is the objective of this Agreement that every aspect of the CONTRACTOR's Work under this Agreement shall be performed safely and in accordance with the highest professional standards and best management practices for the solid waste industry.

(A) Solid Waste Transfer Facility Operations and Maintenance and Waste Transportation Services. In accordance with the requirements in this Agreement, the CONTRACTOR shall operate and maintain the Transfer Facility and transport waste from the Transfer Facility and unload the waste in a proper manner at the Landfill for the landfill operator to effect proper disposal.

(B) Labor and Services. Except as otherwise provided herein, the CONTRACTOR shall at its expense provide all labor, services, supervision, materials, and equipment necessary to accomplish these tasks throughout the Contract Term. It is the sole responsibility of the CONTRACTOR to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the permits, and Applicable Law.

SECTION 2.2 CONTRACT TERM. This Agreement shall become effective on the Contract Date, and shall continue in effect until June 30, 2029, unless earlier terminated pursuant to the termination provisions of Article 11 hereof, in which event the Contract Term shall be deemed to have ended as of the date of such termination. All rights, obligations and liabilities of the parties hereto shall commence on the Contract Date, subject to the terms and conditions hereof. The COUNTY shall have no obligation to make payments or to provide any other compensation to the CONTRACTOR until after the Commencement Date. This Agreement may be renewed and extended for one (1) additional four (4) year period upon the same terms and conditions set forth in this Agreement at the option of the COUNTY upon giving at least one hundred eighty (180) days written notice to CONTRACTOR prior to the expiration of the Contract Term.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

SECTION 3.1 REPRESENTATIONS OF THE COUNTY AND CONTRACTOR. The COUNTY and CONTRACTOR recognize that the successful implementation of this Agreement and the efficient operation of the Transfer Facility is dependent upon the good faith performance of their respective obligations. The COUNTY and CONTRACTOR hereby warrant that they will take all reasonable actions necessary to promptly and efficiently carry-out their responsibilities under this Agreement and they will cooperate with each other, as necessary, to ensure the effective, continuous performance of their respective obligations hereunder.

SECTION 3.2 MINIMUM STANDARDS. This Agreement contains performance standards and other requirements that shall govern the CONTRACTOR's activities under this Agreement. These requirements establish the minimum levels of performance that will be deemed acceptable by the COUNTY. It is the objective of this Agreement that every aspect of the CONTRACTOR's Work under this Agreement, including all Exhibits, Appendices, and Reference Documents, shall be performed safely and in accordance with the highest professional standards and best management practices for the solid waste industry.

SECTION 3.3 REPRESENTATIONS AND WARRANTIES. The CONTRACTOR represents and warrants the following:

(A) Existence and Powers. The CONTRACTOR is a [limited liability company][corporation] duly organized, validly existing and in good standing under the laws of the State of North Carolina, and fully authorized to do business in the State of North Carolina, with the full legal right, power and authority to enter into and perform its obligations under this Agreement;

(B) Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary corporate action of the CONTRACTOR and constitutes a legal, valid and binding obligation of the CONTRACTOR, enforceable against the CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by constitutional, bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and by equitable principles of general application;

(C) No Conflict. To its knowledge, neither the execution nor delivery by the CONTRACTOR of this Agreement nor the performance by the CONTRACTOR of its obligations in connection with the transactions contemplated hereby or the fulfillment by the CONTRACTOR of the terms or conditions hereof (a) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the CONTRACTOR; or (b) conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the CONTRACTOR is a party or by which the CONTRACTOR or any of its properties or assets are bound, or constitutes a default under any of the foregoing;

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Agreement by the CONTRACTOR or the performance of its payment or other obligations hereunder except such as have been duly obtained or made.

(E) No Litigation. Except as disclosed in writing to the COUNTY in a certification of an officer of the CONTRACTOR addressed to the COUNTY simultaneously with the execution and delivery of this Agreement, there is no Legal Proceeding before or by any Governmental Body pending or, to the CONTRACTOR's knowledge, overtly threatened or publicly announced against the CONTRACTOR or any Affiliate of the CONTRACTOR in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the CONTRACTOR, or the validity, legality or enforceability of this Agreement against the CONTRACTOR or any other agreement or instrument entered into by the CONTRACTOR in connection with the transactions contemplated hereby, or on the ability of the CONTRACTOR to perform its obligations hereunder or under any such other agreement or instrument.

(F) Claims and Demands. Except as disclosed in writing to the COUNTY in a certification of an officer of the CONTRACTOR addressed to the COUNTY simultaneously with the execution and delivery of this Agreement, there are no material and adverse claims and demands based in environmental, contract or tort law pending or to its knowledge, threatened against the CONTRACTOR or any past or present Affiliate of the CONTRACTOR with respect to any solid waste landfill or transfer facilities designed, constructed, operated, maintained or managed by any of the foregoing.

(G) Governmental Approvals. The CONTRACTOR has or will obtain in the course of its performance hereunder, either directly or through qualified Subcontractors, the Governmental Approvals which the CONTRACTOR must obtain in its own name or that of its Subcontractors to provide the Contract Services.

(H) Information Supplied by the CONTRACTOR. The information supplied and representations and warranties made by the CONTRACTOR and the Guarantor in all submittals made in response to the RFP and in all post-proposal submittals with respect to the CONTRACTOR and the Guarantor (and, to its knowledge, all information supplied in such submittals with respect to any such Subcontractor) are true, correct and complete in all material respects.

(I) Expertise. The CONTRACTOR has the requisite expertise and financial ability to fully, completely, and satisfactorily perform its obligations hereunder in compliance with Applicable Law.

SECTION 3.4 ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, lease, encumber or otherwise dispose of this Agreement, its right to execute the same, or its right, title or interest in all or any part of this Agreement or any monies due hereunder whatsoever, whether legally or equitably, by power of attorney or otherwise, without the prior written consent of the COUNTY with approval of its Board of Commissioners. Any such approval given in one instance shall not relieve the CONTRACTOR of its obligation to obtain the prior written approval of the COUNTY to any further assignment. Any assignment of this Agreement which is approved by the COUNTY shall require the assignee of the CONTRACTOR to assume the performance of and observe all obligations, representations and warranties of the CONTRACTOR under this Agreement, The approval of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR in any way from any of its obligations under Agreement unless such approval specifically provides otherwise.

ARTICLE 4
COMMENCEMENT DATE

SECTION 4.1 COMMENCEMENT DATE CONDITIONS. The following conditions must be satisfied in all material respects by the CONTRACTOR in order for the Commencement Date to occur.

(A) Operating Governmental Approvals. All Governmental Approvals required under Applicable Law which are necessary for the provision of the Contract Services shall have been duly obtained and shall be in full force and effect and all conditions to the commencement of operations contained therein shall have been satisfied in all material respects. Certified copies of all such Governmental Approvals, to the extent not in the COUNTY's possession, shall have been delivered to the COUNTY.

(B) Operation and Maintenance Manual. The CONTRACTOR shall have provided to the COUNTY five (5) copies of a draft Operation and Maintenance Manual prior to the Commencement Date.

(C) Training Program. The CONTRACTOR shall have developed and conducted a training program to train operating personnel to operate and maintain the Managed Assets.

(D) Vehicle Traffic Plan. The CONTRACTOR shall have submitted a transfer vehicle access and traffic plan prior to initiating operations.

(E) Required Insurance. The CONTRACTOR shall have filed with the COUNTY for approval, a certificate of insurance for each and every insurance policy required by Article 12 of this Agreement prior to Commencement Date.

(F) Pre-Operation Meeting. At least five (5) days prior to the Commencement Date, a joint meeting shall be held with representatives of the CONTRACTOR, the COUNTY, and other parties or government agencies which may be affected by or have jurisdiction over the Transfer Facility or the CONTRACTOR's activities under this Agreement. The purpose of this meeting is to introduce the key personnel from each organization and provide an opportunity for discussions concerning the start of operations and other pertinent issues associated with the Transfer Facility and this Agreement.

(G) Contact Information. Prior to the Commencement Date, the CONTRACTOR shall inform the COUNTY of the telephone, fax and beeper numbers, e-mail address and other means by which the CONTRACTOR, Transfer Facility Superintendent, and other key personnel may be contacted as required by the communication system identified in Section 5.3 of this agreement. The COUNTY shall furnish to the CONTRACTOR comparable communications information with respect to the Contract Administrator.

SECTION 4.2 NOTICE TO PROCEED WITH OPERATIONS. The COUNTY shall deliver a Notice to Proceed to the CONTRACTOR at least three (3) calendar days before the Commencement Date. The COUNTY's Notice to Proceed shall identify and establish the Commencement Date.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

SECTION 5.1 COUNTY ACCESS TO MANAGED ASSETS. The COUNTY shall have the right at any time, on a 24-hour per day, 365 days per year basis, to have immediate access to the Managed Assets, to visit and inspect the Managed Assets and observe the CONTRACTOR's performance of the Contract Services without providing advance notice to the CONTRACTOR. The CONTRACTOR shall permit and facilitate access to the Managed Assets for such purposes by COUNTY personnel and by agents and Contractors designated by the COUNTY. All visitors shall comply with the CONTRACTOR's reasonable operating and safety procedures and rules, and shall not interfere with the CONTRACTOR's operations of the Managed Assets. The City of Raleigh, as the property owner, will be allowed the same right of access as the COUNTY described above.

SECTION 5.2 INDEPENDENT CONTRACTOR. CONTRACTOR will perform all Work under this Agreement as an independent contractor. CONTRACTOR shall secure, at his 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 by Provider that it shall obey all State and Federal statutes, rules and regulations, which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County for any purpose under this Agreement or otherwise.

SECTION 5.3 COMMUNICATIONS BETWEEN COUNTY AND CONTRACTOR. The CONTRACTOR shall develop, implement and maintain a system that will allow the CONTRACTOR and the COUNTY to communicate with each other at any time, 24 hours per day, seven days per week. The CONTRACTOR's proposed communications system shall be subject to the COUNTY's prior approval.

(A) COUNTY's Contract Administrator. The COUNTY shall designate an individual to administer this Agreement and act as the COUNTY's liaison with the CONTRACTOR in connection with the Contract Services (the "Contract Administrator"). The CONTRACTOR understands and agrees that the Contract Administrator has only limited authority with respect to the implementation of this Agreement, and cannot bind the COUNTY with respect to any Agreement amendment, or any waiver of the obligations of the CONTRACTOR hereunder. Within such limitations, the CONTRACTOR shall be entitled to rely on the written directions of the Contract Administrator.

(B) COUNTY Approvals and Consents. When this Agreement shall require any approval or consent by the COUNTY to a CONTRACTOR submission, request or report, the approval or consent shall be given by the Contract Administrator in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the COUNTY with the Applicable Law that generally governs its affairs, with which the COUNTY will comply. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the CONTRACTOR that do not, by their terms or the terms of this Agreement, require a response or action, if the COUNTY does not find a request, report or submittal acceptable, it shall provide written response to the

CONTRACTOR describing its objections and the reasons therefore within 30 days of the COUNTY's receipt thereof. The failure of the COUNTY to respond within 30 days of the COUNTY's receipt thereof shall be deemed as approval or consent to CONTRACTOR's submission.

(C) Meetings. The CONTRACTOR shall be required to hold monthly meetings with the COUNTY to review all aspects of the Transfer Facility operations and Contract Services. The Transfer Facility Superintendent shall personally attend the monthly meetings with the COUNTY, and all special meetings which the COUNTY may reasonably request from time to time, to review management, operational, performance and planning matters arising with respect to the Managed Assets and this Agreement.

(D) Notice. All notices shall be in writing and sent certified or registered mail (postage prepaid), facsimile transmission or confirmed receipt overnight delivery to the following address.

To CONTRACTOR:

To COUNTY:

Wake County Solid Waste Division

P.O. Box 550

Raleigh, NC 27602

Attn: John Roberson, Solid Waste Director

Fax: 919-743-4772

With a copy to :

Mr. Scott W. Warren, County Attorney

P.O. Box 550

Raleigh, N.C. 27602

The date of time of receipt for purposes of all notices required or allowed under this Agreement shall be the time or date the relevant document was sent by registered or certified mail in accordance with the provisions hereof, or personally delivered to or acknowledged receipt at the proper address, or on the business day following a successful facsimile transmission. Any party may change its address for notices hereunder on not less than five (5) days notice by delivering a notice of such change in accordance with the provisions of this Agreement.

SECTION 5.4 CUSTOMER AND COMMUNITY RELATIONS.

(A) Responding to Complaints. If there are any complaints or communications made by customers, citizens, citizen groups and/or public agencies about the Contract Services (collectively "complaints"), the CONTRACTOR shall investigate each such complaint and communication. If the CONTRACTOR determines that a complaint has a valid basis, the CONTRACTOR shall use reasonable efforts to provide a solution to any issues that are within the CONTRACTOR's control raised by such complaints. The CONTRACTOR shall respond to all complaints as soon as possible, but no later than the end of the next Operating Day following receipt of the complaint.

(B) Reporting Complaints. All such communications shall be immediately logged and promptly responded to in writing, faxed to the COUNTY on a daily basis, and reported to the COUNTY no later than the next Operating Day after the complaint is received by the CONTRACTOR. The CONTRACTOR's report shall include, but not be limited to, the name and address of the complainant, the

substance of the complaint, including the activity or service at issue, the action, if any, the CONTRACTOR has taken to investigate or remedy the problem or an explanation of why no action has been taken. The CONTRACTOR shall establish, maintain and make freely known a telephone number, e-mail address and mailing address to which customer complaints and communications may be directed.

SECTION 5.5 STAFFING AND PERSONNEL TRAINING. All of the CONTRACTOR's employees shall be competent and appropriately trained for the tasks assigned to them. The CONTRACTOR shall staff the Managed Assets during the Contract Term of this Agreement with qualified personnel who meet the licensing and certification requirements of the State, under a staffing plan that is consistent with industry standards and best management practices.

(A) Employee Conduct.

(1) At all times when CONTRACTOR's employees are on-site, the CONTRACTOR's employees shall wear a standard shirt or uniform of high visibility with the CONTRACTOR's logo.

(2) Any employee of either the CONTRACTOR or the COUNTY who engages in misconduct, is incompetent in his duties, dishonest, intoxicated, under the influence of drugs, or engages in scavenging shall be disciplined or removed from his position. The COUNTY reserves the right, however is not required, to direct the CONTRACTOR to dismiss, or relocate away from the Transfer Facility, any employee of the CONTRACTOR or a Subcontractor who materially or repeatedly violates any term of this Agreement or who is wanton, negligent, or discourteous in the performance of his duties. The COUNTY shall coordinate with the CONTRACTOR before exercising this right. Nothing herein shall be construed to relieve the CONTRACTOR of responsibility for the conduct of its employees, agents, and subcontractors.

(B) Additional Staffing. Sufficient backup personnel shall be available to properly staff the Managed Assets during periods of sickness, vacations or other absences of regular personnel. CONTRACTOR shall maintain a contingency plan for providing expected levels of staffing at all times including during the COVID-19 pandemic. At the request of the COUNTY, the CONTRACTOR shall provide added staff under this Agreement at no additional cost to the COUNTY if it is shown that additional personnel are needed to properly operate the Transfer Facility.

(C) Training. The CONTRACTOR shall be responsible for training all personnel to perform the Contract Services in accordance with the Contract Standards. The CONTRACTOR shall employ certified managers and operators as required by North Carolina Solid Waste regulations. The CONTRACTOR shall ensure that its employees receive adequate training and are SWANA certified transfer station operators before their starting date of service. The costs of employee training shall be borne by the CONTRACTOR and documentation of completed training shall be maintained by the CONTRACTOR.

(D) COVID-19 . For the duration of the declared state of emergency due to the COVID 19 pandemic, Provider shall ensure that all assigned workers follow the more restrictive of CONTRACTOR or Wake County protocols for COVID-19 while assigned to staff the Managed Assets. CONTRACTOR shall be responsible for screening all of CONTRACTOR's assigned workers for COVID-19 symptoms. Any worker with COVID-19 symptoms, a positive COVID-19 test, a pending COVID-19 test, or known exposures to COVID-19 shall not be assigned to the Managed Assets.

SECTION 5.6 SUBCONTRACTORS. The CONTRACTOR shall be responsible to the COUNTY for the acts and omissions of its Subcontractors and for any person that is directly or indirectly employed by the Subcontractors.

(A) COUNTY Approval. The CONTRACTOR agrees to employ only those Subcontractors that have been reasonably approved by the COUNTY. Such approval shall not be unreasonably withheld and shall be based on the COUNTY's reasonable determination that the Subcontractor has the experience, equipment, personnel and financial resources to satisfactorily perform the Work required by this Agreement. The COUNTY's approval shall be limited to a specific Subcontractor and specific dates of service. As a condition of approval, CONTRACTOR must provide COUNTY with proof of Subcontractor's insurance consistent with or greater than as required of CONTRACTOR under this Agreement.

(B) Subcontractor Payment. Nothing in this Agreement shall create any contractual relationship between any Subcontractor and the COUNTY or any obligation on the part of the COUNTY to pay or see to the payment of any monies which may be due to any Subcontractor. No subcontract shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 5.7 REGULATORY COMPLIANCE.

(A) Compliance Obligation. The CONTRACTOR shall perform all of its obligations hereunder in compliance with Applicable Law, and shall cause all Subcontractors to remain in compliance with Applicable Law. The CONTRACTOR shall remain in compliance with the terms of all Governmental Approvals applicable to the Managed Assets. The contractor shall report immediately to the COUNTY any inspections by any governmental agencies known to the CONTRACTOR and all violations of the terms and conditions of any governmental approval or applicable law pertaining to the Managed Assets.

(B) Non-Compliance and Enforcement. The CONTRACTOR shall report immediately to the COUNTY any inspections by any governmental agencies known to the CONTRACTOR and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Managed Assets.

(C) No Nuisance. The CONTRACTOR shall keep the Managed Assets neat, clean and substantially litter-free at all times, ensure that the operation of the Managed Assets does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under Applicable Law.

SECTION 5.8 TAXES, CHARGES, AND LEVIES. The CONTRACTOR shall pay all sales, consumer, use, and other taxes and fees required by Applicable Law for the CONTRACTOR's activities under this Agreement.

SECTION 5.9 MAINTENANCE OF RECORDS. The CONTRACTOR shall keep accurate records of all transactions connected with this Agreement. The CONTRACTOR shall develop and implement an organized system for keeping records concerning the CONTRACTOR's activities under this Agreement.

(A) Record Documents. At a minimum, the CONTRACTOR's records shall include all correspondence and invoices including correspondence to and from DEQ and other regulatory agencies; transaction tickets and receipts; permits, complaints; and maintenance reports.

(B) Accounting. The CONTRACTOR shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted Work, in connection with this Agreement.

(C) Retention of Records. The CONTRACTOR's records and documents concerning this Agreement shall be retained by the CONTRACTOR for a minimum of five (5) years after the termination of this Agreement.

(D) COUNTY Access to Records. The COUNTY and its authorized agents shall have the right to audit, inspect, and copy all such records and documents as often as the COUNTY deems necessary during the Contract Term and for five (5) years after the termination of this Agreement and any extensions thereof. The right to audit, inspect and copy records and documents may be exercised during normal business hours, at the COUNTY's sole expense, but shall not extend to confidential or proprietary information.

(E) Nightly Operating Reports. The CONTRACTOR shall submit a photo of the transfer station floor, every day of operation by 6 pm nightly to the COUNTY Contract Administrator. This can be submitted via email or by text message.

SECTION 5.10 MONTHLY OPERATION REPORTS (MOR). The CONTRACTOR shall provide to the COUNTY, by the fifteenth business day of each month, a report for the preceding month summarizing routine and extraordinary activities during the prior month. At a minimum, the reports shall include complaints; spills, emergencies, accidents or injuries at the Site, in transit, or at the Landfill; new or revised operating practices or procedures; pollution, objectionable odors, or nuisance conditions at the Site, in transit or at the Landfill; and any other unusual or extraordinary occurrences affecting the CONTRACTOR's performance under the Agreement.

ARTICLE 6
DELIVERY AND RECEIPT OF WASTE

SECTION 6.1 DELIVERY OF ACCEPTABLE WASTE BY THE COUNTY.

(A) No Delivery Commitment by COUNTY. The COUNTY shall not be required to deliver or cause the delivery of any amounts of Acceptable Waste to the Transfer Facility and shall not be liable in damages for any failure to so deliver or cause the delivery of Acceptable Waste.

(B) Source Separation. Nothing in this Agreement shall be deemed to restrict the right of the municipalities, residents, businesses or organizations in the COUNTY to practice source separation for the recovery, recycling or composting of waste nor the right of the COUNTY to conduct, sponsor, encourage or require such source separation.

SECTION 6.2 RECEIPT OF WASTE BY THE CONTRACTOR.

(A) Receiving and Transporting of Acceptable Waste. The CONTRACTOR shall receive and transport to the Landfill all Acceptable Waste delivered to the Transfer Facility; provided, however, that the CONTRACTOR shall not accept any load which has not been weighed by the COUNTY's weigh master. The CONTRACTOR may refuse delivery of Unacceptable Waste and waste delivered outside the receiving time.

(B) Determination of Tonnage Processed. The weight records pertaining to the receipt of Acceptable Waste at the Transfer Facility, the tare weight or outgoing weight records and the weights of any Acceptable Waste and Unacceptable Waste removed from the Transfer Facility shall be utilized.

(C) Weight Record. For each Billing Period, the COUNTY shall furnish the CONTRACTOR daily and monthly tonnage records.

SECTION 6.3 RECEIVING AND OPERATING HOURS.

(A) Receiving Time. On and after the Commencement Date, the CONTRACTOR shall keep the Transfer Facility open for receiving Acceptable Waste from 6:00 A.M. until 3:00 P.M. Monday through Saturday, (other than New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on which the Transfer Facility may be closed), and during such additional hours as may be required to accommodate special collection practices associated with holidays or specials events, or to accommodate disposal requirements associated with a natural disaster, unusually inclement weather, or other emergency condition as defined by the COUNTY

(B) Consistent Operating Rate. The CONTRACTOR shall perform Transfer Facility operations in an efficient manner, handling waste at a consistent operating rate so as to avoid the back up of delivery vehicles waiting to unload waste. The CONTRACTOR will direct delivery vehicles to unload their waste on a first come first serve basis and will in no way provide preferential treatment to any delivery vehicles or class of delivery vehicles except as necessitated by operational efficiencies.

SECTION 6.4 WEIGHING RECORDS.

(A) Measurement Devices and Procedures. The COUNTY shall own, operate and maintain the truck scales, calibrated to the accuracy required by Applicable Law, to weigh all vehicles arriving to, or departing from, the Transfer Facility, unless otherwise dictated in this agreement. All vehicles shall be weighed to record gross weight, tare weight, date and time and vehicle identification on a

weight record. The CONTRACTOR and its agents shall have the right to monitor weighing activities and records.

(B) Estimates During Incapacitation. To the extent that weighing facilities are incapacitated or are being tested or calibrated, the COUNTY and the CONTRACTOR will use weights from the landfill or shall estimate the quantity of waste delivered on the basis of truck volumes and estimated data obtained through historical information. These weights from the landfill or estimates shall take the place of actual weighing and shall be the basis for records during the scale outage.

(C) Weight Records. The COUNTY shall maintain daily records of the number of tons of Acceptable Waste delivered to the Transfer Facility, the number of tons of Acceptable Waste rejected (rightfully or wrongfully) by the CONTRACTOR, the number of tons of received Unacceptable Waste, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each vehicle transporting such waste, with appropriate identification of each vehicle.

SECTION 6.5 NON-COUNTY WASTE. The COUNTY will not knowingly accept solid waste generated outside the County, notwithstanding the capacity of the Transfer Facility to process such waste. The CONTRACTOR and the COUNTY shall cooperate in enforcing this restriction.

SECTION 6.6 UNACCEPTABLE WASTE. Neither the COUNTY nor the CONTRACTOR shall knowingly receive or accept Unacceptable Waste at the Transfer Facility, and the COUNTY and CONTRACTOR agree to make all reasonable efforts to prevent the receipt of Unacceptable Wastes. The CONTRACTOR shall be responsible for inspecting vehicles delivering waste to the Transfer Facility, and inspecting waste before and after unloading, to ensure that Unacceptable Wastes are not being delivered to the Transfer Facility. Vehicle inspections shall be conducted on a reasonable and scheduled basis.

(A) Delivery of Unacceptable Waste. If the CONTRACTOR discovers delivery of any Unacceptable Waste during the active operation of unloading, handling and reloading of solid waste shall be suspended in the immediate vicinity of the identified Unacceptable Waste and the COUNTY weigh master shall be notified immediately. Safety measures shall be instituted as necessary.

(B) Reporting. The CONTRACTOR shall generate a written report on each discovery of Unacceptable Waste and notify the COUNTY by telephone as soon as possible and in any event within seventy-two (72) hours of discovery. The report shall include documentation of interviews with all of the CONTRACTOR's employees and others who witnessed the illegal dumping and/or discovered the Unacceptable Waste. The written report shall include descriptions of the suspected vehicle(s), operators of the vehicles, and other information. The report shall indicate the procedures taken by the CONTRACTOR to remedy the problem. The CONTRACTOR agrees to cooperate and make employees available for any investigation, civil litigation or criminal proceedings regarding the delivery of Unacceptable Waste.

(C) Temporary Storage of Unacceptable Waste. The CONTRACTOR shall provide the containers needed for the temporary storage of Unacceptable Waste and other materials that are segregated from the Acceptable Waste at the Transfer Facility. The CONTRACTOR shall arrange and pay for the removal of these materials from the Transfer Facility.

(D) Disposal of Unacceptable Waste. The CONTRACTOR shall arrange and pay for the disposal of any Unacceptable Waste that is removed from the Transfer Facility by the CONTRACTOR.

(E) Cost Recovery for Unacceptable Waste Disposal. If no responsible party can be identified or if a responsible party refuses to remove and properly dispose of Unacceptable Waste delivered to or deposited at the Transfer Facility, the CONTRACTOR, within forty-eight (48) hours of the discovery of said Unacceptable Waste, shall remove and properly dispose of the Unacceptable Waste, at the CONTRACTOR's costs with full right of cost recovery against the responsible party. The COUNTY hereby assigns to the CONTRACTOR any and all of its cost recovery rights and responsibilities under CERCLA, 42 U.S.C. §9601 et seq., against such responsible party when the CONTRACTOR removes and disposes of such Unacceptable Waste.

SECTION 6.7 HAZARDOUS MATERIALS. The parties acknowledge that the Transfer Facility has not been designed and is not intended to be used in any manner or to any extent as a facility for the receiving, handling, transportation, storage or disposal of Hazardous Materials. Neither the CONTRACTOR nor the COUNTY shall countenance or knowingly permit the delivery of Hazardous Materials to the Transfer Facility or the storage of Hazardous Materials at the Transfer Facility.

(A) The CONTRACTOR shall be responsible for inspecting vehicles delivering waste to the Transfer Facility, and inspecting waste before and after unloading, to ensure that Hazardous Materials are not being delivered to the Transfer Facility. Vehicle inspections shall be conducted on a reasonable and scheduled basis.

(B) Delivery of Hazardous Materials. If the CONTRACTOR discovers that Hazardous Materials have been delivered to the Transfer Facility, it shall isolate such waste from the waste stream and give immediate notice of such discovery to the COUNTY and the COUNTY shall immediately notify all other appropriate governmental authorities as required by Applicable Law. Immediately upon receipt of such notification, the COUNTY shall, in the most expeditious manner possible under the circumstances, cause such Hazardous Materials to be removed from the Transfer Facility and transported to and disposed of at a landfill or other disposal site selected by the COUNTY in its sole discretion, and lawfully permitted to receive and dispose of such Hazardous Materials.

(C) Costs and Liabilities. In any Contract Year, the CONTRACTOR shall pay the first \$25,000 of any costs incurred by either party in connection with the cleanup, removal, transportation and disposal of any Hazardous Materials delivered to the Transfer Facility incurred as a result of the CONTRACTOR's improper screening of the waste delivered to the Transfer Facility, and the COUNTY shall pay any balance of such costs in any Contract year; provided, however, that the CONTRACTOR shall pay all such costs to the extent covered by the CONTRACTOR's insurance required under this Agreement, or to the extent incurred due to the negligence or willful misconduct of the CONTRACTOR.

ARTICLE 7
SOLID WASTE TRANSFER FACILITY OPERATION AND MAINTENANCE

SECTION 7.1 OPERATION GENERALLY. Following the Commencement Date, the Managed Assets shall be operated and maintained by the CONTRACTOR, excepting the truck scales and scale house, which shall be maintained by the COUNTY. The CONTRACTOR shall maintain the Managed Assets in good working order, condition and repair, in a neat and orderly condition and in material accordance with Good Industry Practice and shall maintain the aesthetic quality of the Managed Assets as originally constructed.

SECTION 7.2 SERVICE COORDINATION AND CONTRACT ADMINISTRATION

(A) Transfer Facility Office. The CONTRACTOR shall maintain an office at the Transfer Facility in a building on the Site provided by the COUNTY. At a minimum, the office shall be used to store all documents related to the operation of the Transfer Facility, including correspondence, compliance records, operational records, personnel records and maintenance records.

(B) Transfer Facility Superintendent. The CONTRACTOR shall appoint a full-time manager of the Managed Assets (the "Transfer Facility Superintendent") who shall be trained, experienced and proficient in the management and operation of assets comparable to the Managed Assets, and whose primary employment responsibility shall be managing the Contractors' performance of the Contract Services. This person is required to be SWANA certified in Transfer Station Management. The primary residence of the Transfer Facility Superintendent shall be within a fifty (50) mile radius of the Transfer Facility.

(C) Administrative Assistant. The CONTRACTOR shall appoint at the minimum a part-time employee dedicated to assisting the Transfer Facility Superintendent with record retention and other administrative responsibilities.

SECTION 7.3 SCALE HOUSE and SCALES. The COUNTY shall maintain and operate the scale house and weighing scales at the Transfer Facility.

(A) Scale Operator. The scale operator(s) shall be employed by the COUNTY. The scale house facility will be maintained by the County. The Contract Administrator shall cooperate with the CONTRACTOR in reviews of the performance of the scale operator(s), and the Contract Administrator will give full consideration to issues raised by the CONTRACTOR in light of the cooperative nature with which the parties must work together and depend upon one another.

(B) Weight Records. The COUNTY's scale operators shall retain the original weight records. All disposal tickets issued by the COUNTY will be consecutively numbered when practical. The disposal tickets and other scale house records shall be available for inspection by the CONTRACTOR upon request. In the event the weighing scales become inoperable, the COUNTY shall use its best efforts to repair or replace the scale. During a scale breakdown, the COUNTY shall estimate each truck's Acceptable Waste tonnage based upon its volume and historical weight data. In the event of a scale breakdown lasting ten (10) days or more, the COUNTY shall, at its expense, rent or otherwise obtain temporary scales until the permanent scales are repaired or replaced.

SECTION 7.4 OPERATION AND MAINTENANCE MANUAL. An Operations Plan for the Transfer Facility was developed by the COUNTY and approved as part of the facility permitting process. The CONTRACTOR shall prepare an Operation and Maintenance Manual to supplement the

Operation Plan and this Agreement and establish additional requirements for the CONTRACTOR's performance under this Agreement. The Operation and Maintenance manual should include, at a minimum, the CONTRACTOR's safety and emergency procedures along with staffing, training, waste screening plan, and maintenance plans. Nothing in the CONTRACTOR's Operation and Maintenance manual shall be in conflict with the COUNTY's approved Operations Plan. The Operation and Maintenance Manual may be modified or amended by mutual written agreement of the COUNTY and CONTRACTOR. The COUNTY is authorized to approve changes to the Operation and Maintenance Manual on behalf of the COUNTY. However, if there is any conflict or inconsistency between the requirements of this Agreement and the Operation and Maintenance Manual, the provisions of this Agreement shall govern the parties' conduct.

SECTION 7.5 SAFETY AND SECURITY. The CONTRACTOR shall take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Managed Assets to all employees, customers and visitors to the Managed Assets.

(A) Safety Plan. The CONTRACTOR shall have a written safety plan describing plans and procedures including safety and loss control training for all of the CONTRACTOR's employees that will be providing services for the COUNTY under this Agreement. All such employees shall receive appropriate training before they commence work under this Agreement and they shall receive updated, refresher training on a routine basis throughout the Contract Term of this Agreement.

(B) OSHA. The provision of the Contract Services by the CONTRACTOR and the Managed Assets shall at all times be in compliance with OSHA.

(C) Security. The CONTRACTOR shall be responsible for the security of the facilities in use by the CONTRACTOR 24 hours a day, 7 days a week, and shall maintain suitable fences, gates and locks. The CONTRACTOR will install security cameras in the Transfer Station and around the Transfer Facility that record 24 hours a day, 7 days a week for monitoring purposes. The CONTRACTOR shall take all reasonable precautions and efforts to guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties, and shall provide for safe and orderly vehicular movement. CONTRACTOR may, at its own cost, install a security system at the site, office building, and/or transfer facility building.

(D) Accidents. The CONTRACTOR shall report any accidents resulting from the performance of this Agreement to the COUNTY as soon as practicable by telephone or messenger. For purposes of this Agreement, "accident" shall include the death of any person, any personal injury resulting in in-patient hospitalization or out-patient treatment by a physician, or damage to any real or personal property exceeding \$5,000. The CONTRACTOR shall report, in writing, to the COUNTY, within seven (7) days of that accident, complete details of the accident, including witness statements.

SECTION 7.6 EMERGENCIES. If at any time the CONTRACTOR determines in good faith that an emergency situation exists such that action must be taken to protect the safety of the public or its employees, to protect the safety or integrity of the Managed Assets, or to mitigate the immediate consequences of an emergency event, then the CONTRACTOR shall take all such action necessary to remedy such emergency situation.

(A) Emergency Plan. Within sixty (60) days following the Commencement Date, the CONTRACTOR shall provide the COUNTY with a plan of action to be implemented in the event of an

emergency, including fire, weather, environmental, health, safety and other potential emergency conditions. The plan shall: (1) provide for appropriate notifications to the COUNTY and all other Governmental Bodies having jurisdiction and for measures which facilitate coordinated emergency response actions by the COUNTY and all such other appropriate Governmental Bodies; (2) specifically include spill prevention and response measures; (3) assure the timely availability of all personnel required to respond to any emergency (no longer than two hours during nights, weekends or holidays) and shall otherwise comply with this Agreement. The emergency plan shall be reviewed by the parties annually as part of the review of the annual operations report, and updated when necessary.

SECTION 7.7 VEHICLES AND EQUIPMENT. The CONTRACTOR shall provide all equipment and personnel necessary to perform CONTRACTOR's duties under this Agreement in a safe, timely and efficient manner. Minimum characteristics for major equipment use at the Transfer Facility are specified as follows:

(A) Wheel Loaders. CONTRACTOR shall provide a minimum of two (2) wheel loaders at the site (a primary loader and a secondary loader), with access to a third unit, which can be on-site within 24 hours, as a backup. The primary loader must be new (less than 200 operating hours) at the start of the term of the Agreement. The secondary loader does not need to be new, but must meet the standard described below. Factory certified refurbished equipment may be considered as new equipment, given proper documentation is provided. Minimum characteristics and requirements for wheel loaders are identified below:

- Maximum Operating hours: 12,000. Equipment may be used beyond 12,000 hours if a powertrain rebuild has been performed. No equipment may be used beyond 18,000 hours.
- Primary Loader Minimum net power (ISO 9249): 280 hp
- Secondary and Backup Loaders Minimum net power (ISO 9249): 260 hp
- Minimum Bucket Capacity: 5 cubic yards.
- Rubber cutting edges must be used at all times on all buckets. Worn cutting edges must be replaced promptly.
- One of the two wheel loaders must have a quick connect

(B) Waste Handlers/Wheeled Excavators. CONTRACTOR shall provide, at a minimum, one waste handler or wheeled excavator and have means to have a replacement waste handler on-site and in use within 24 hours, should the primary handler become non-operational for more than 24 hours.. Waste handlers with standard grapples may not be used for tamping. Specialized grapple/load tamping attachments are available and should be used if the CONTRACTOR desires to use this equipment for waste tamping. Waste handlers must be sized and designed such that they do not contact the pit walls or other structures during normal operation. Minimum characteristics and requirements for waste handlers are identified below:

- Maximum Operating hours: Primary unit 20,000. Secondary unit 40,000.
- Minimum boom reach length: 30 feet (two-piece boom recommended but not required)

(C) Other Equipment. CONTRACTOR must provide a skid steer with a brush attachment for light loading, grading, clean-up and other functions. CONTRACTOR must provide a

designated sweeper or sweeper attachment to ensure that the tipping floor remains clean on a daily basis. Other rolling stock and supporting equipment shall be provided as CONTRACTOR deems necessary to ensure the efficient and safe operation of the facility. Equipment shall be maintained in good working order at all times and be subject to routine servicing and maintenance at manufacturer recommended intervals.

(D) At the request of the COUNTY, the CONTRACTOR shall provide added vehicles or equipment at no additional cost to the COUNTY if it is shown that additional vehicles or equipment are needed to properly and timely operate the Transfer Facility at the levels of service outlined in this Agreement.

SECTION 7.8 NOISE REDUCTION. The CONTRACTOR shall operate the facility in a manner that ensures the noise level measured at the perimeter of the facility as a result of operations does not exceed safe standards as established by the National Institute for Occupational Safety and Health (NIOSH).

SECTION 7.9 NO FUEL STORAGE. The CONTRACTOR shall not place or install any fuel storage and dispensing facilities on the Site.

SECTION 7.10 UTILITIES AND SUPPLIES. The CONTRACTOR shall pay for all utilities used and necessary for the operation of the Transfer Facility, including the Transfer Facility Office, Truck Scales, and Scale House. All utilities, including electric power, water, telephone, light, broadband/internet, security systems, heating and air conditioning shall be applied for by the CONTRACTOR, and bills for utilities shall be mailed to the CONTRACTOR by the each respective utility provider. All supplies, materials, equipment, tools, fuel and all other incidentals used and necessary for the operation of the Facility shall be the responsibility of the CONTRACTOR.

SECTION 7.11 VECTOR CONTROL. The CONTRACTOR shall take all appropriate measures to control insects, rodents and other vectors and birds and the costs associated with these services are included in the Service Fee.

SECTION 7.12 ODOR CONTROL. The CONTRACTOR shall employ whatever reasonable means necessary to minimize the generation and migration of nuisance odors from the Site, consistent with Good Industry Practice and the costs associated with these services are included in the CONTRACTOR's Service Fee.

SECTION 7.13 DUST CONTROL. Whenever dusty conditions prevail, the unloading area and newly discharged solid waste shall be sprinkled with water as required to control dust. The paved on-site roads shall be swept on a regular basis and the costs associated with these services are included in the CONTRACTOR's Service Fee.

SECTION 7.14 LITTER CONTROL. The CONTRACTOR shall employ whatever means are reasonably necessary to minimize the generation and migration of nuisance litter and debris throughout the entire Site on a daily basis. The cleanup and disposal of nuisance litter and debris shall be performed in accordance with State regulations and to a quality standard satisfactory to the COUNTY.

Daily litter control shall be maintained by a full time employee dedicated solely to the removal of litter from the roadway leading into the facility and the surrounding area inside the facility's fence. The costs associated with these services are included in the CONTRACTOR's Service Fee.

SECTION 7.15 SURFACE WATER MANAGEMENT. The Transfer Facility shall be operated to minimize drainage of surface water across exposed solid waste. Trailers shall be managed in a manner such that leakage of water that has been in contact with waste does not occur.

SECTION 7.16 ROUTINE MAINTENANCE. The CONTRACTOR shall provide routine maintenance for the Transfer Facility on a scheduled basis to ensure that the facility remains in good working order and condition, compliant with NCDEQ permit conditions, and can be used in a safe manner during normal hours of operation. The costs associated with routine maintenance are included in the CONTRACTOR's Service Fee. Routine maintenance will include, but not be limited to, the following:

(A) Cleanup of litter and debris on a daily basis or more frequently as required on the Transfer Facility site and along the entrance road to the Transfer Facility site.

(B) Winter maintenance (snow and ice removal) to all parking lots, roadways, walk-ways, and building entrances and exits as well as private access roads to the Managed Assets and Scale House.

(C) Cleaning and rodding of trench drains and piping as necessary to allow for proper drainage of the Transfer Facility plumbing systems.

(D) Wastewater pumping station inspection and maintenance to allow wastewater and Transfer Facility drainage to be properly discharged to City's wastewater collection system. CONTRACTOR is responsible for keeping the drains clear of debris such that ponding of water is prevented at all times and to ensure the effective operation of the pumps. Should pump damage occur due to insufficient servicing and maintenance of the solids/water separator, the CONTRACTOR will be responsible for all costs associated with repair and/or replacement.

(E) Monthly power washing of the tipping floor, push walls and truck loading bays. Biannual power washing of the site building, including site walls and material storage areas. Quarterly power washing of both the inbound scales and the outbound scale.

(F) Repair gravel parking and staging areas used exclusively by the CONTRACTOR within the Transfer Facility site.

(G) CONTRACTOR is responsible for regularly mowing the areas identified in the Turf Maintenance Plan of Appendix 1. Mowing along both sides of the access road should extend at least five feet up the slope of each ditch. Contractor is responsible for reseeding damaged turf areas, as might be necessary to prevent erosion.

(H) CONTRACTOR is responsible for pressure washing under the scales four times a year or more frequently and as necessary to ensure they operate in good working order.

SECTION 7.17 COUNTY'S RESPONSIBILITIES FOR CAPITAL REPLACEMENTS. The COUNTY shall be responsible for the repair and replacement of the Transfer Facility structural elements, operating floor, and common roadways due to normal wear and tear. The County shall be responsible for replacing light ballasts (but not bulbs) that fail at the Transfer Facility. In the event a scale becomes inoperable, Wake County will be responsible for repairing or replacing the scale. CONTRACTOR will not be responsible for costs associated with scale repair or replacement unless the

Capital replacement is necessitated by the negligence of CONTRACTOR. The scope and schedule associated with the repair and replacement of these elements shall be as determined by the COUNTY.

SECTION 7.18 LOSS, DAMAGE OR DESTRUCTION TO THE MANAGED ASSETS.

(A) Prevention and Repair. The CONTRACTOR shall immediately notify the COUNTY and the insurers of any damage or destruction to the Managed Assets and need for Capital Replacements as set forth in Section 7.17 and as soon as practicable thereafter shall submit a full report on the Repair Request Form to the COUNTY (the County will provide blank form for CONTRACTOR use). It is especially important that any form of damage, whether it be minor or major in nature to the tipping floor, push walls or push pits be communicated promptly to the County. The CONTRACTOR shall also submit to the COUNTY within 24 hours copies of all accident and other reports filed with, or given to the CONTRACTOR by, any insurance company, adjuster or Governmental Body. After receiving approval from the COUNTY via the Repair Request Form, the CONTRACTOR shall immediately repair, replace and restore the Managed Assets to at least the character or condition thereof existing immediately prior to the loss, damage or destruction. The COUNTY shall have sole responsibility, in the exercise of its reasonable discretion, for determining if the repair, replacement or restoration meets the requirements of this Section. The CONTRACTOR agrees to seek at least two quotes for repair, replacement or restoration of Managed Assets estimated to cost over \$5,000 but less than \$50,000. Repair, replacement or restoration of Managed Assets costing less than \$5,000 only requires one quote. Repair, replacement or restoration of Managed Assets estimated to cost over \$50,000 shall be the responsibility of the COUNTY. In the case of structural steel repair, due to the lack of available qualified contractors, the CONTRACTOR may do up to \$10,000 without seeking more than one quote. This allowance relies on the CONTRACTOR identifying and making arrangements for repair as soon as possible.

(B) Insurance and Other Third Party Payments. To the extent that any repair, replacement or restoration costs incurred pursuant to this Section can be recovered from any insurer or from another third party, the CONTRACTOR shall assist the COUNTY in exercising such rights as it may have to effect such recovery. The CONTRACTOR shall provide the COUNTY with copies of all relevant documentation at no cost to the COUNTY, and shall assist the COUNTY at the COUNTY's request, participating in conferences, negotiations and litigation regarding insurance claims.

(C) Uninsured Costs. The CONTRACTOR shall provide all funds necessary to pay the costs of repairing, replacing and restoring the Managed Assets in accordance with this Section and all insurance proceeds and recoveries from third parties resulting from damage to or the loss or destruction of the Managed Assets shall be for the account of the COUNTY and shall be applied to pay the CONTRACTOR for undertaking such repair, replacement and restoration; provided, however, that such costs not covered by insurance proceeds or third party payments shall be borne by the COUNTY to the extent the loss, damage or destruction was caused by Uncontrollable Circumstances or COUNTY fault.

SECTION 7.19 MANAGED ASSETS RETURN.

(A) Inventory and Record Review. Before return, the CONTRACTOR shall photograph and prepare an itemized inventory of all property constituting the Managed Assets structures, and shall review all relevant information in the possession of COUNTY.

(B) Final Inspection of Managed Assets. Not later than ninety (90) days prior to the Termination Date resulting from the expiration of this Agreement, or concurrently with the termination

resulting from an early termination of this Agreement, the COUNTY shall conduct a final inspection of the Managed Assets including appropriate testing, and performance testing of any Managed Asset equipment to ensure that all Managed Assets belonging to the COUNTY are returned to the COUNTY in good working order. The CONTRACTOR shall not be responsible for normal wear and tear; repairs or maintenance caused by or resulting from the acts or omissions of the COUNTY; modifications approved in writing by the COUNTY.

(C) Managed Assets Condition Deficiency. In the event the final audit establishes a maintenance, repair and replacement deficiency under this Section that requires action in order to comply with Applicable Law or the Permit to Operate, or that could reasonably result in harm to the Transfer Facility or the COUNTY, the CONTRACTOR shall either remedy the deficiency or make a cash payment to the COUNTY sufficient to enable the COUNTY to remedy the deficiency.

ARTICLE 8
HAULING OF WASTE

SECTION 8.1 TRANSPORT AND UNLOADING OF ACCEPTABLE WASTE.

Throughout the Contract Term, the CONTRACTOR shall be responsible for the safe and lawful transport and unloading of all Acceptable Waste delivered to the Transfer Facility. The CONTRACTOR's activities shall be conducted in accordance with Applicable Law, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits. The haul route shall be limited to the following roads: Corporation Parkway, US 64 Business/New Bern Avenue, I-440, US 1, and SR 55. Alternate roads which support trucks with transfer trailers may be temporarily used when road closures or other emergency situations preclude use of the approved roads.

SECTION 8.2 FINES. CONTRACTOR shall be solely responsible for any fines and penalties arising out of its transportation of Waste.

SECTION 8.3 TRUCKS AND TRAILERS. The CONTRACTOR shall provide all of the trucks, trailers and ancillary equipment needed to haul the County's Acceptable Waste to the Landfill. Trucks must be late model, low mileage vehicles with GPS tracking/monitoring devices with appropriate EPA emissions ratings. Adequate horsepower is needed to minimize transit time between EWTS and SWLF and back including typical steep grades at the SWLF. Trailers must be top-loading, tandem axle, non-compaction, and self-unloading (walking floors). Trailers must be between 48 and 53 feet long and no higher than 13.5 feet. The CONTRACTOR's trailers shall have leakproof seals, which shall be maintained to ensure that any leakage of leachate is minimized.

(A) Loading & Covering. The CONTRACTOR shall move the trailer out of the Transfer Facility immediately after the trailer is filled. All trailers shall be securely covered by the CONTRACTOR promptly after they are removed from the Transfer Facility and remain covered until they are unloaded at the Landfill. Covers shall be sufficient to prevent any blowing litter from the vehicles. Per the Permit to Operate, trucks loaded with MSW that remain overnight must have watertight covers. Transfer trailers should be loaded with 21 to 23 tons of MSW with a total monthly haul average of at least 19 tons. The County reserves the right to penalize the Contractor for not meeting the monthly total average. For any month when the total monthly haul average is below 19 tons, the penalty will be calculated by dividing by the actual total monthly haul average by 19 tons. The resulting value will be multiplied by the haul price per ton, and the resulting value subtracted from the haul price per ton, then multiplied by the total tons hauled during that month. For example, if the total monthly haul average was 18.7 tons, the total tons hauled in the month was 30,000 tons, and the haul price was \$10 per ton, the penalty would be calculated as:

$$18.7 \text{ tons divided by } 19 \text{ tons} = 0.974$$

$$\$10/\text{ton} - (0.974 \times \$10/\text{ton}) \times 30,000 \text{ tons} = \$7,800 \text{ penalty}$$

(B) Maintenance. CONTRACTOR's trucks and trailers shall be routinely cleaned and maintained by the CONTRACTOR in a clean and sanitary condition to prevent odors, vectors, or nuisance conditions. No vehicle maintenance is to occur at the Transfer Facility other than emergency repairs (i.e., tire changes). CONTRACTOR must identify an off-site location for vehicle maintenance and servicing.

SECTION 8.4 HAULING SCHEDULE. The CONTRACTOR shall transport Acceptable Waste from the Transfer Facility to the Landfill on a daily basis consistent with the operating hours of the Transfer Facility and the Landfill. Any loaded trailers that remain on Site at the end of each day shall be hauled to the Landfill promptly the following operating morning.

SECTION 8.5 DISPOSAL AT ALTERNATIVE SITE. If, due to an Uncontrollable Circumstance, CONTRACTOR is not able to dispose of the Acceptable Waste at the Landfill, CONTRACTOR shall dispose of the Acceptable Waste at an alternative site designated in each instance by the COUNTY.

SECTION 8.6 SPILLS AND EMERGENCIES IN TRANSIT. The CONTRACTOR shall notify the COUNTY verbally within twelve (12) hours and shall provide a written report to the COUNTY within twenty-four (24) hours concerning the any spill or emergency during transit, the clean-up activities that were implemented, and the current status of the situation.

SECTION 8.7 MEASUREMENT OF SOLID WASTE TONNAGE. All vehicles transporting Acceptable Waste to the Landfill shall be weighed by the COUNTY when entering and leaving the Transfer Facility. The COUNTY shall be responsible for determining the number of tons of Acceptable Waste taken from the Transfer Facility by the CONTRACTOR and disposed at the Landfill.

SECTION 8.8 OWNERSHIP OF SOLID WASTE. All right, title, ownership and responsibility for the Acceptable Waste delivered to the Transfer Facility shall pass to the CONTRACTOR when the CONTRACTOR removes such materials from the Site.

SECTION 8.9 DISPOSAL OF C&D MATERIAL – SATURDAYS ONLY. The CONTRACTOR shall store and separate C&D material brought to the EWTS on Saturdays. The CONTRACTOR shall haul C&D material to the Brownfield C&D Landfill. The CONTRACTOR is required to handle, maintain and transport the C&D material to the C&D Landfill from the EWTS.

ARTICLE 9
COUNTY'S RESPONSIBILITIES

SECTION 9.1 ACCESS TO TRANSFER FACILITY . The COUNTY shall permit CONTRACTOR to have access to the Transfer Facility, or any other facilities necessary for CONTRACTOR to perform its obligations hereunder, or to scale house records for the purpose of auditing them if deemed necessary.

SECTION 9.2 SCALE HOUSE OPERATIONS. The COUNTY shall be responsible for the operation and maintenance of the scales and scale house at the Transfer Facility as detailed in Article 7.

SECTION 9.3 STORAGE & DISPOSAL OF UNACCEPTABLE WASTE. The COUNTY shall provide temporary storage for and arrange for disposal of any unacceptable waste delivered to the Transfer Facility in accordance with Article 7.

SECTION 9.4 DAILY REPORTS. The COUNTY shall provide an itemization and summary of all Acceptable Waste in tons delivered to the Transfer Facility during the previous day including total tonnage of Acceptable Waste delivered by Wake County residents, businesses, and the COUNTY; and total tonnage of Acceptable Waste delivered by Private Haulers.

SECTION 9.5 PAYMENT TO CONTRACTOR. The COUNTY shall pay the CONTRACTOR every month in accordance with Article 10 and the Fee Schedule sums incorporated hereinto.

SECTION 9.6 RECYCLING. The COUNTY may divert a portion of the County's solid waste to any other facility or location of the County's choice for the purpose of recycling, removing recovered materials, removing organic materials, or otherwise using or processing the solid waste or White Goods. These activities may be conducted at the Transfer Facility or Site in a manner that is not overly disruptive to the CONTRACTOR's overall operation of the Transfer Facility.

ARTICLE 10
PAYMENT TO CONTRACTOR

SECTION 10.1 PAYMENT TO CONTRACTOR GENERALLY. COUNTY shall pay the CONTRACTOR a Service Fee for services as described herein, and as further described in the attached contractor's Proposal, as the exclusive operator of the Transfer Facility and exclusive transporter of Acceptable Waste from the Transfer Facility to the Landfill based on the Service Fee Schedule included in the Appendices hereof. Payments will be made to the CONTRACTOR on a Billing Period basis.

(A) Billing. The CONTRACTOR shall submit to the COUNTY on or before the 10th day of each month a request for payment for Acceptable Waste received at the Landfill during the preceding month and accompanied by such data as the COUNTY may reasonably require. The COUNTY shall issue payment to the CONTRACTOR within 30 days from presentation to the COUNTY of an undisputed request for payment.

(B) Disposal at Alternative Site. If, due to an Uncontrollable Circumstance, CONTRACTOR is not able to dispose of the Acceptable Waste at the Landfill, CONTRACTOR shall dispose of the Acceptable Waste at an alternative site designated in each instance by the COUNTY. Unless the need for the COUNTY to designate an alternate site arises out the CONTRACTOR's failure to carry out its duties hereunder in a timely, diligent or workmanlike manner, the COUNTY shall reimburse CONTRACTOR for its additional costs of transportation to the alternate site, at the rate set forth in the Service Fee Schedule plus any tolls or assessments required in the course of transporting the waste. Disposal costs shall be the responsibility of the COUNTY under this paragraph.

(C) Annual Adjustment of Fees. The transportation and Transfer Facility fees will be adjusted as follows:

1. The Operation and Maintenance Fee will be annually adjusted based on the Consumer Price Index for all Urban Consumers (CPI-U, All U.S. City Average), as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). Unit price adjustments will occur at the beginning of each fiscal year (July 1) and remain in effect until the end of the fiscal year (June 30). The annual change applied to the per ton Operation and Maintenance Fee will be based on 100 percent of the annual change in the CPI-U (December to December), as reported by the BLS. 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/decrease in any one year is limited to 3 percent.

2. The MSW Hauling Fee will be adjusted annually based on the CPI-U and quarterly based on a fuel index. Adjustments made based on the CPI-U will be performed as described in the preceding paragraph. If at least 75 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are diesel powered, the fuel index to be used is the monthly data of the Lower Atlantic (PADD-1C) No. 2 Diesel Retail Sales by all Sellers, reported in cents per gallon by the Energy Information Administration, Office of Energy Statistics, U.S. Government. The December 2020 price of **\$2.493** per gallon will be used as the base fuel charge (i.e. the price where the surcharge is zero). The fuel adjustment will be calculated quarterly on a calendar year, using data from the third month of each quarter (March, June, September, and December), and applied to the unit prices for the next quarter. If more than 25 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are powered by compressed natural gas (CNG), the County will work with the Contractor to establish an equitable fuel index that applies to the CNG portion of the fleet.

The fuel adjustment rate will be calculated according to the following formula:
Haul Price per Ton Increase or Decrease = (F - B) X 0.454

Where, F = Quarterly fuel price index (from 3rd month of each quarter)
B = Base fuel price index (December 2020 price of \$2.493)

In all cases, the adjustments to the unit prices will be made up or down, as indicated by the change in the index. The C&D Hauling Fee will be adjusted annually based on the CPI-U. No fuel index adjustment will be made.

SECTION 10.2 BILLING STATEMENT DISPUTES. If the COUNTY disputes any amount billed by the CONTRACTOR, the COUNTY shall provide the CONTRACTOR with a written objection indicating the amount that is being disputed and providing all reasons then known to the COUNTY for its objection to or disagreement with such amount, and will pay the CONTRACTOR the undisputed portion of such billing.

ARTICLE 11
DEFAULT AND TERMINATION

SECTION 11.1 DEFAULT BY CONTRACTOR. CONTRACTOR will be considered to be default of its obligations under this agreement under the following conditions.

- (A) Contractual Non-Compliance. Failure to comply with any material term or provision of this Agreement.
- (B) Regulatory Non-Compliance. Failure to maintain, or comply with, all requirements, any and all permits, approvals or licenses required by federal, state or local law, statute or ordinance necessary to CONTRACTOR's performance of this Agreement.
- (C) Voluntary or Involuntary Bankruptcy.
- (D) Failure to Maintain Performance Bond. The failure of the CONTRACTOR to maintain in force any performance bond in the amount required by Article 13.
- (E) Insurance. Failure to maintain at its sole cost and expense the insurance provided for in Article 12.

SECTION 11.2 DEFAULT BY COUNTY. The COUNTY will be considered to be in default if its obligations under this Agreement under the following conditions.

- (A) Timely Payment. Failure to make timely payments as required by this Agreement; provided that COUNTY has received thirty (30) days notice of alleged non-payment and has an opportunity to cure by tendering payment. The COUNTY shall not be considered to be in default under this Section as a result of failure to make payment of an amount that is disputed pursuant to a written objection.
- (B) Contractual Non-Compliance. Failure to otherwise comply with any material term or provision of this Agreement.

SECTION 11.3 CAUSE FOR TERMINATION. Any such default by either party shall provide good cause for termination if not cured within seven (7) calendar days after the defaulting party receives written notice from the other party. In addition, three events of default within any 12 month period shall promote good cause for termination, whether or not any or all of them were timely cured.

SECTION 11.4 COUNTY'S RIGHT TO PERFORM. If at any time, CONTRACTOR shall fail, within thirty (30) days' after notice from the COUNTY (except in case of emergency such number of days' notice which are reasonable in the circumstances shall suffice), to pay any imposition required herein, or to take out, pay for, maintain or deliver any of the required insurance, or to cause any lien to be discharged as therein provided, or to perform any other act on its part to be performed as provided in this Agreement, then, without further notice or demand upon CONTRACTOR and without waiving or releasing CONTRACTOR from any of CONTRACTOR's obligations contained in this Agreement or waiving any other right or remedy of the COUNTY, the COUNTY may, but shall not be obligated to, perform any such obligation on behalf of CONTRACTOR. All sums paid by the COUNTY in connection with the COUNTY's performance of any obligation of CONTRACTOR and all reasonably necessary out-of-pocket incidental costs and expenses paid or incurred by the COUNTY in connection with the performance of any such act by the COUNTY, including reasonable attorneys' fees, may be deducted from monies owed to the CONTRACTOR after written notice of such charges.

SECTION 11.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all Legal Proceedings related to this Agreement or to the Managed Assets or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and

maintained in the State courts located in Wake County, North Carolina. The CONTRACTOR irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding, and waives its right to a trial by jury.

SECTION 11.6 NON-BINDING MEDIATION.

(A) Rights to Request and Decline. Either party may request Non-Binding Mediation of any dispute arising under this Agreement, whether technical or otherwise. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply.

(B) Procedure. The Mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

(C) Non-Binding Effect. Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

(D) Relation to Judicial Legal Proceedings. Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial Legal Proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

ARTICLE 12
INSURANCE, FORCE MAJEURE, AND INDEMNIFICATION

SECTION 12.1 INSURANCE.

(A) CONTRACTOR Insurance. Prior to commencement of Agreement activities and at all times during the Term of this Agreement, the CONTRACTOR shall obtain and maintain or cause to be obtained and maintained the required insurance in accordance with the requirements of this Section, and shall pay all premiums and deductibles or retentions with respect thereto as the same become due and payable.

(B) Commercial General Liability Insurance, with limits not less than \$5,000,000 per occurrence., including bodily injury, property damage, personal injury, and contractual liability.

(C) Commercial Automobile Liability Insurance, with limits not less than \$5,000,000 per accident.

(D) Worker's Compensation Insurance, including occupational disease and employer's liability insurance with limits not less than \$5,000,000.

(E) Environmental Impairment Liability Insurance in the amount of \$5,000,000.00) which shall include coverage for third party injury, on and off site cleanup, non-owned disposal site (NODS) coverage, transportation pollution liability, and any remediation ordered by a Public Entity or a third party.

(E) General Requirements and/or Policy Endorsements:

(1) The COUNTY, its officers, employees and volunteers and the CITY, as owner of the Transfer Facility, shall be named as additional named insured. The additional named insured status, however, does not apply to Worker's Compensation policies.

(2) The insurance shall be endorsed to provide that coverage will not be limited in scope, cancelled or non-renewed until after thirty (30) days prior written notice has been given to the COUNTY.

(3) Waiver of rights of recovery (subrogation) in favor of the COUNTY.

(4) All CONTRACTOR insurance shall be primary and non-contributory.

(5) The insurers for all policies must be licensed/ approved to do business in the State of North Carolina and have a minimum AM Best rating of A-: VII or have reasonably equivalent financial strength and solvency to the satisfaction of the COUNTY's Finance department.

(6) If insurance policies are not written for specified coverage limits, Wake County will permit umbrella or excess liability coverage in an amount equal to or greater than the difference to satisfy the insurance requirement. Excess liability shall follow the form of the primary coverage.

(H) Certificates, Policies and Notice. The delivery by the CONTRACTOR to the COUNTY of certificates of insurance is required by this Agreement as a condition to the occurrence of the Commencement Date. The CONTRACTOR shall also supply the COUNTY, upon request, with certified copies of such policies promptly following issuance by the insurers. Not later than sixty (60) days prior to the beginning of each Contract Year throughout the Contract Term, the CONTRACTOR shall furnish certificates of insurance to the COUNTY to confirm the continued effectiveness of the required insurance. Whenever a Subcontractor is permitted and utilized, the CONTRACTOR shall either obtain and maintain or require the Subcontractor to obtain and maintain insurance in accordance with the applicable requirements of this Section.

(I) Maintenance of Insurance Coverage. If the CONTRACTOR fails to pay any premium for required insurance, or if any insurer cancels any required insurance policy and the CONTRACTOR fails to obtain replacement coverage so that the required insurance is maintained on a continuous basis, then, at the COUNTY's election (but without any obligation to do so), the COUNTY, following notice to the CONTRACTOR, may pay such premium or procure similar insurance coverage from another company or companies and upon such payment by the COUNTY the amount thereof shall be immediately reimbursable to the COUNTY by the CONTRACTOR. The failure of the CONTRACTOR to obtain and maintain any required insurance shall not relieve the CONTRACTOR of its liability for any losses intended to be insured thereby. Should any failure to provide continuous insurance coverage occur, the CONTRACTOR shall indemnify and hold harmless the COUNTY against any loss and expense arising out of such failure. The purchase of insurance to satisfy the CONTRACTOR's obligations under this Section shall not be a satisfaction of any CONTRACTOR liability under this Agreement or in any way limit, modify or satisfy the CONTRACTOR's indemnity obligations hereunder.

SECTION 12.2 FORCE MAJEURE.

(A) CONTRACTOR's Relief of Obligation. It is mutually understood and agreed by the parties that CONTRACTOR shall be relieved of its obligation under this Agreement during any period or periods of time when Force Majeure renders impossible its performance under this Agreement. Upon the occurrence of such an event of Force Majeure, CONTRACTOR shall promptly give the COUNTY written notice of its best, good faith estimate of the period of time it expects conditions of Force Majeure to render impossible its performance hereunder.

(B) COUNTY's Right to Alternate Vendors. Should CONTRACTOR be unable to render performance under this Agreement by reason of Force Majeure, the COUNTY shall have the right to secure another vendor to perform any or all portions of the service required under this Agreement for the period of the expected duration of CONTRACTOR's inability to perform as set out in CONTRACTOR's written notice. In the event CONTRACTOR becomes able to resume the performance of its obligations prior to the date set out in the written notice, the COUNTY, in its sole discretion, shall have the right to continue service during the notice period with any alternate vendor procured during the notice period or instruct CONTRACTOR to resume services notwithstanding anything herein to the contrary.

(C) Resumption of Service. The COUNTY shall resume service with CONTRACTOR according to the terms of this agreement after expiration of the notice period, unless CONTRACTOR shall provide further written notice of its continuing inability to perform by reason of Force Majeure.

(D) COUNTY's Relief of Obligation. At any time that CONTRACTOR's performance is suspended as set out in this Section, it is understood and agreed by the parties that the COUNTY shall not be obligated to CONTRACTOR for any or all service interrupted by reason of Force Majeure.

SECTION 12.3 INDEMNIFICATION.

(A) Accidents. The CONTRACTOR shall be responsible for all injuries, accidents and other mishaps arising out of its performing the Contract Services, except to the extent that the same are caused by the actions or inactions of the COUNTY, its employees or agents.

(B) Damage to Customers. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any and all costs and damages caused to the property of customers of the COUNTY that utilize the Managed Assets, such as damage to collection vehicles, which is caused by the CONTRACTOR's negligence or willful misconduct.

(C) Indemnification by the CONTRACTOR. The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its appointive officers, directors, representatives, agents, employees, and assignees (each, a "COUNTY Indemnitee"), from and against any third-party claim, suit, or proceeding asserted against a COUNTY Indemnitee arising from or in connection with (1) the negligent or willful misconduct of the CONTRACTOR or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement. The CONTRACTOR's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the CONTRACTOR which is intended to respond to such events. The CONTRACTOR shall not, however, be required to reimburse or indemnify any COUNTY Indemnitee for any Loss-and-Expense to the extent caused by the negligent or willful misconduct of any COUNTY Indemnitee or to the extent attributable to any Uncontrollable Circumstance. A COUNTY Indemnitee shall promptly notify the CONTRACTOR of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and the CONTRACTOR shall have the right to assume the defense of the claim in any legal proceeding and to approve any settlement of the claim. The obligation to indemnify includes the obligation to pay any attorney's fees, litigation expenses, or court costs actually incurred by COUNTY to the extent that the fault of the CONTRACTOR or its derivative parties is a proximate cause of the fees, expenses, or cost to be indemnified. It is the intent of this provision to require the CONTRACTOR to indemnify the COUNTY to the fullest extent permitted by North Carolina law. The language and definitions in this section shall be construed consistent with N.C.G.S. 22B-1 et seq. as it may be amended. These indemnification provisions are for the protection of the COUNTY Indemnitees only and shall not establish, of themselves, any liability to third parties. This indemnification obligation shall include, but is not limited to, all claims against the COUNTY by a current or former officer, director, employee, representative or agent of the CONTRACTOR, or any Subcontractor, and the CONTRACTOR expressly waives all immunity and limitation on liability under any worker's compensation act, disability benefit act, employee benefit act or any other Applicable Law of any jurisdiction which would otherwise be applicable in the case of such a claim. The provisions of this Section shall survive termination of this Agreement.

(E) Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13
PERFORMANCE BOND

SECTION 13.1 PERFORMANCE BOND.

(A) Generally. The CONTRACTOR shall provide at its expense, and maintain during the entire Contract Term of the Agreement and for a period of one year after the termination of this Agreement, a Performance Bond in an amount equal to the estimated annual amount of the Contract Services payable to the COUNTY, securing the faithful performance of this Agreement by the CONTRACTOR. For the first year of the contract, the performance bond shall be in an amount no less than the projected, total contract sum (exclusive of fuel surcharge amounts, if applicable), according to the CONTRACTOR's fee schedule, and premised upon a mutually agreed upon waste quantities estimate. In successive years of the contract, the performance bond shall be in an amount not less than the previous year's total contract sum. Such bond shall be in a form substantially identical to that set forth in Article 3 of Chapter 44A of the NC General Statutes.

(B) Monitoring of Sureties. The CONTRACTOR shall be responsible throughout the Contract Term of this Agreement for monitoring the financial condition of any surety company issuing bonds under this Agreement and for making inquiries no less often than annually to confirm that each such surety company maintains at least the minimum rating level specified in this Section. In the event the rating of any issuing surety company falls below such minimum level, the CONTRACTOR shall promptly notify the COUNTY of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all above requirements, unless the COUNTY agrees to accept the surety company or agrees to an alternative method of assurance. Upon such notice by the CONTRACTOR of such an event, the COUNTY shall not unreasonably withhold its approval of such assurance.

SECTION 14.2 COST OF PROVIDING SECURITY FOR PERFORMANCE. The cost and expense of obtaining and maintaining the Security Instruments required under this Article as security for the performance of the CONTRACTOR 's obligations hereunder shall be borne by the CONTRACTOR without reimbursement from the COUNTY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written

CONTRACTOR [_____]

By: _____

[SEAL]*corporation only

Title: _____

ATTEST:

WAKE COUNTY, NORTH CAROLINA

By: _____

David Ellis, County Manager

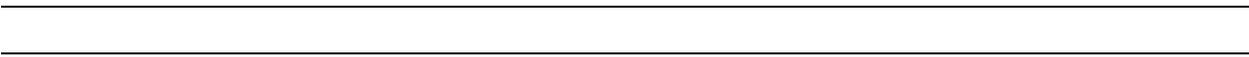
Date: _____

Approved as to form:

(Deputy) Wake County Attorney

The person responsible for monitoring contract performance requirements is

_____ Department Head Initials



APPENDICES AND REFERENCE DOCUMENTS

to the
AGREEMENT FOR EAST WAKE TRANSFER STATION OPERATION, MAINTENANCE,

AND

MUNICIPAL SOLID WASTE TRANSPORTATION SERVICES

Between

WAKE COUNTY, NORTH CAROLINA

and



CONTRACTOR

_____, 2021

APPENDICES

- A. Request for East Wake Transfer Station Operation and Maintenance and Municipal Solid Waste Hauling, January 25, 2013 with addenda
- B. CONTRACTOR's Proposal for East Wake Transfer Station Operation and Maintenance and Municipal Solid Waste Hauling, February 20, 2013
- C. Transfer Facility Site Use Plan
- D. Transfer Facility Site Turf Maintenance Plan
- E. Staffing Plan
- F. Service Fee Schedule

REFERENCE DOCUMENTS

- 1. Transfer Facility Permit to Operate (on file with the County and subject to update)
- 2. Transfer Facility Operations Plan (on file with the County and subject to update)

SITE USE MAP AND LANDSCAPE MAINTENANCE PLAN



Key

- A** Areas reserved for City of Raleigh Public Works use. No CONTRACTOR use allowed.
- B** CONTRACTOR use areas (transfer trailer parking and staging.)
- C** CONTRACTOR use areas (employee parking.)

Figure B-1
East Wake Transfer Station
Site Use Plan



Key

- A Areas reserved for City of Raleigh Public Works use.
- B Turf areas to be maintained by CONTRACTOR.

Figure B-2
East Wake Transfer Station
Site Turf Maintenance Plan

Attachment C

PROPOSAL FORMS

Form 1

Official Proposal Form

The undersigned, hereinafter called "Proposer", having become familiar with the local conditions, nature and extent of the work, and having examined carefully the County's Request for Proposals for East Wake Transfer Station Operation and Maintenance and Municipal Solid Waste Hauling (RFP No. 21-014), agrees to provide services in strict compliance with the proposed Agreement and, if selected by the County, the Proposer agrees to execute the Agreement promptly.

Proposer agrees that this Proposal shall remain in full force and effect for a period of 200 calendar days after May 18, 2021, and it shall not be revoked, withdrawn or canceled within that time. Once the Proposer has been notified that his/her Proposal has been accepted by the County, the Proposer's Price Proposal Form shall then establish the contract price for the Proposer's services under the Agreement.

Proposer hereby acknowledges that it has received the following addenda issued during the Proposal period:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

This Proposal is genuine and not collusive or a sham. The person, firm or corporation named herein has not colluded, conspired, or agreed directly or indirectly with any other proposer or person to submit a sham Proposal, or that such other person, firm or corporation, shall refrain from proposing, and has not in any manner sought by agreement or collusion to fix the prices of said Proposal or the Proposals of any other proposer, or to secure any advantage against the County or any person, firm or corporation interested in the proposed contract.

All of the statements contained in the Proposer's Proposal and all of the statements contained in this Official Proposal Form are true and accurate.

In witness whereof, the Proposer has hereunto set his signature and affixed his seal this ____ day of _____, 2021.

ATTEST: _____ (Seal)

By: Printed _____

By: Signature _____

TITLE: _____

Company Name

Contact Person

Mailing Address

Phone Number

City, State, and Zip

Fax Number

E-Mail Address

Form 2

Price Proposal Forms

General

For execution of the services outlined in this RFP and detailed in the proposed Agreement, Wake County intends to pay a per ton service fee to the Contractor based on the actual amount of tons made available to the Contractor. The service fee, which will be in effect over the entire eight (8) year term of the Agreement, is composed of three components:

1. A per ton fee for EWTS Operations and Maintenance;
2. A per ton fee for Hauling MSW from the EWTS to the SWLF; and
3. A per ton fee for Hauling C&D Waste from the EWTS to the Brownfield C&D Landfill, the closest appropriate landfill to the EWTS.

The actual tons provided will be determined by the weight records at the EWTS scale house. Confirmation of the tonnage will occur through review of SWLF scale house records. The unit prices submitted shall be in current (2021) dollars. The contractor shall submit unit prices corresponding to ranges of annual tonnage delivered under the two scenarios described in Section 4.1.1 Waste Intake: Operating Scenario A and Operating Scenario B.

Annual and Quarterly Adjustments

Operation and Maintenance Fee

The EWTS Operation and Maintenance Fee will be annually adjusted based on the Consumer Price Index for all Urban Consumers (CPI-U, All U.S. City Average), as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). Unit price adjustments will occur at the beginning of each fiscal year (July 1) and remain in effect until the end of the fiscal year (June 30). The annual change applied to the per ton Operation and Maintenance Fee will be based on 100 percent of the annual change in the CPI-U (December to December), as reported by the BLS. 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.

MSW Hauling Fee

The MSW Hauling Fee will be adjusted annually based on the CPI-U and quarterly based on a fuel index. Adjustments made based on the CPI-U will be performed as described in the preceding paragraph.

If at least 75 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are diesel powered, the fuel index to be used is the monthly data of the Lower Atlantic (PADD-1C) No. 2 Diesel Retail Sales by all Sellers, reported in cents per gallon by the Energy Information Administration, Office of Energy Statistics, U.S. Government (https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_m.htm). The December 2020 price of **2.493** dollars per gallon will be used as the base fuel charge (i.e. the price where the surcharge is zero).

If more than 25 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are powered by compressed natural gas (CNG), the County will work with the Contractor to establish an equitable fuel index that applies to the CNG portion of the fleet.

The fuel adjustment will be calculated quarterly on a calendar year, using data from the third month of each quarter (March, June, September, and December), and applied to the unit prices for the next quarter. The fuel adjustment rate will be calculated according to the formula on the following page. In all cases, the adjustments to the unit prices will be made up or down, as indicated by the change in the index.

Quarterly Fuel Price Adjustment Formula

$$\text{Haul Price per Ton Increase or Decrease} = (F - B) \times 0.454$$

Where, F = Quarterly fuel price index (from 3rd month of each quarter)

B = Base fuel price index (December 2020 price of **\$2.493**)

The equation assumes full trailers (22 tons); 50 miles roundtrip haul between the SWLF and EWTS; and hauling vehicles which average 5 miles per gallon. These general assumptions were used to develop a formula that equitably accounts for the Contractor's varying cost of fuel over the entire agreement term. Two example calculations are provided below.

Example Calculation No. 1:

B = Base fuel price index = \$2.493 per gallon

F = Quarterly fuel price index (March 2021) = \$4.013 per gallon

$$\text{Haul Price per Ton Increase or Decrease} = (F - B) \times 0.454$$

$$\mathbf{\$0.690} = (\$4.013 - \$2.493) \times 0.454$$

The Haul Price would **increase** for Q1 of 2021 by \$0.690 per ton (for all tons hauled).

Example Calculation No. 2:

B = Base fuel price index = \$2.493 per gallon

F = Quarterly fuel price index (March 2021) = \$2.157 per gallon

$$\text{Haul Price per Ton Increase or Decrease} = (F - B) \times 0.454$$

$$\mathbf{-\$0.153} = (\$2.157 - \$2.493) \times 0.454$$

The Haul Price would **decrease** for Q1 of 2021 by \$0.153 per ton (for all tons hauled).

C&D Hauling Fee

The C&D Hauling Fee will be adjusted annually based on the CPI-U. No fuel index adjustment will be made.

PRICING SCHEDULES

Two distinct, pricing schedules and their corresponding line items have been included on this Form to account for potential pricing variations based on each of the two end-of-day operating scenarios described in Sections 4.1.1 and 4.1.2. Contractors submitting proposals with incomplete pricing information may be deemed non-responsive.

Operating Scenario A – Current End-of-Day Operations (6:00 am – 3:00 pm)

EWTS Operation and Maintenance Proposed Pricing

Proposer offers the following pricing for EWTS Operation and Maintenance, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

A1. For all tons the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per ton of Acceptable Waste)

MSW Hauling Proposed Pricing

Proposer offers the following pricing for MSW Hauling, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

A2. For all tons, the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per ton of Acceptable Waste)

C&D Waste Hauling Proposed Pricing

Proposer offers the following pricing for C&D Waste Hauling to the Brownfield Landfill, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

A3. For each trailer load, the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per trailer load of Acceptable C&D Waste)

Operating Scenario B – Alternate End-of-Day Operations (6:00 am – 4:30 pm)

EWTS Operation and Maintenance Proposed Pricing

Proposer offers the following pricing for EWTS Operation and Maintenance, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

B1. For all tons the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per ton of Acceptable Waste)

MSW Hauling Proposed Pricing

Proposer offers the following pricing for MSW Hauling, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

B2. For all tons, the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per ton of Acceptable Waste)

C&D Waste Hauling Proposed Pricing

Proposer offers the following pricing for C&D Waste Hauling to the Brownfield Landfill, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

B3. For each trailer load, the unit price for all the services set forth in the Agreement for the eight (8) year term, with the option for one (1) four (4) year extension at the same price, is equal to:

_____dollars and _____cents (\$_____ per trailer load of Acceptable C&D Waste)

Form 3

Non-Collusive Affidavit

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this Proposal, the contractor hereby certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement, or otherwise for the purpose of restricting competition as to any matter relating to such prices with any other person, partnership, or corporation.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not directly or indirectly been knowingly disclosed by the contractor prior to "opening" to any other person, partnership, or corporation.
3. No attempt has been made, or will be made, by the contractor to induce any other person, partnership, or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition.

Name of Contractor _____

Authorized Signature _____

Title _____

Form 4

Agreement to Submit Performance Bond

By submission of this proposal, the contractor hereby agrees, if awarded the contract, to furnish a Performance Bond, using the form and language provided in the following two pages, in the sum of the estimated annual contract amount, in 2021 dollars, annually renewable, in an amount increasing thereafter by 5 percent per year.

Name of Contractor _____

Authorized Signature _____

Title _____

Performance Bond

We, _____ as Principal, and
_____ as Surety, are
held and firmly bound to the Wake County, North Carolina, in the sum of
_____ for the payment of which we bind
ourselves and our legal representatives and successors jointly and severally by this
document.

The Principal has entered into a contract with the Wake County, North Carolina, to do
certain waste disposal activities. If the Principal shall:

- A. promptly and faithfully perform the contract and any contractual guaranty, and indemnify and hold harmless the County from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state, and local laws and regulations; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of and consents to any contract alteration or extension of time made by the County. Any judgment obtained against the County, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED ON: _____

AS PRINCIPAL

BY: _____

TITLE: _____

BY: _____

TITLE: _____

AS SURETY*

BY: _____

Its Attorney in Fact

*A valid power of attorney for the Surety's agent must accompany this bond.

STATE OF NORTH CAROLINA

County of _____

I certify that I know or have satisfactory evidence that _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of North Carolina, for the uses and purposes mentioned in this document.

DATED on: _____

Signature of Notary

My appointment expires: _____

Approved as to form:

County Attorney

OPERATIONS PLAN AND PERMIT TO OPERATE

OPERATIONS PLAN AND PROCEDURES MANUAL EAST WAKE TRANSFER STATION

1.0 INTRODUCTION

1.1 Purpose

The purpose of this updated version of the Operations Plan and Procedures Manual (OPPM) is to renew the Permit to Operate previously issued by the North Carolina Department of Environmental Quality (DEQ) Solid Waste Section on February 17, 2014, for the operation of the East Wake Transfer Station (EWTS) (Permit No. 9233T) through February 17, 2019. This updated OPPM will address the procedural guidelines required for the continued safety, maintenance and operation of the EWTS for the Life-of-Site (LOS). This OPPM has been prepared in accordance with the North Carolina Solid Waste Section Rules 15A NCAC 13B .0402 – Operational Requirements for Transfer Facilities and addresses pertinent operational requirements outlined in Rule .0505 – Operational Requirements for Sanitary Landfills. This OPPM also addresses any changes that may have occurred in the operational status of the East Wake Transfer Station since the original permit issue date of May 29, 2008. The OPPM, in addition, will address the following operational requirements:

- Waste Acceptance Criteria
- Facility Operations
- Disease and Vector Control
- Signage and Safety Requirements
- Access and Security Requirements

As stated under Part I of the General Permit Conditions and pursuant to 15A NCAC 13B .0201(e), the owner or operator must submit a request to the NCDEQ, Division of Waste Management, Solid Waste Section for permit review and must update pertinent facility plans including, but not limited to, the facility operation and waste screening plans no later than six months before the expiration date of February 17, 2019. It is the intent of this updated document to comply with the General Permit Conditions.

1.2 Facility Location

The East Wake Transfer Station (EWTS), owned by the City of Raleigh Department of Solid Waste Services and operated by the Wake County Solid Waste Management Division, is located on City of Raleigh property immediately

adjacent to the closed Wilders Grove City of Raleigh landfill and directly east of the new City of Raleigh Solid Waste Division offices located at 630 Beacon Lake Drive, Raleigh, NC 27610. The site is bounded by Crabtree Creek, I-440, former soil borrow areas and the closed landfill south of the main disposal unit that closed in 1997. The transfer station facility is situated on a 14.7-acre tract of land at the south end of Corporation Parkway that includes a tipping building, concrete tipping floor, two open pits with metal plated concrete push walls for loading transfer trucks, covered truck loading facilities (lower transfer tunnel) and concrete access roads. The East Wake Transfer Station property is zoned by Wake County as 1-1 (light industrial) and therefore suitable for the operation of public facilities including solid waste transfer stations. The addresses for the East Wake Transfer Station structures are:

Scale House:

840 Corporation Parkway
Raleigh, NC 27610

Offices:

830 Corporation Parkway
Raleigh, NC 27610

Transfer Station Building:

820 Corporation Parkway
Raleigh, NC 27610

1.3 Facility Description

This Operations Plan has been developed for the continued operation of the East Wake Transfer Station (EWTS) for the Life-of-Site (LOS). The transfer facility is owned by the City of Raleigh and designed to operate as a tipping system under the operational authority of Wake County. The County controls and operates the gates and scale house at the EWTS with Wake County Solid Waste Management Division (SWMD) staff. Wake County has contracted with Stafford Transport of NC, Inc. (Stafford) to operate the transfer facility and serve as waste hauling contractor. The transfer station operator will be responsible for waste acceptance, tipping floor management, loading and hauling of MSW waste, as well as general facility operation and maintenance. The SWMD and transfer facility operator will be required to comply with the provisions outlined in this Operations Plan. The current contract between Wake County and Stafford is in effect until June 30, 2021, with an option for an additional 4-year extension.

The East Wake Transfer Station consists of a tipping building enclosure, tipping floor, tipping building apron and paved concrete access roads to the apron area on the north side of the building and lower drive-thru truck bays or transfer tunnel on the south side of the building. The tipping floor enclosure consists of a metal building with metal roof, a concrete tipping floor, concrete push walls with metal plating for added wear and two push pits for loading trucks entering the facility on the lower level or transfer tunnel. The transfer trailers are loaded using (2) rubber-tired front end loaders with 5 CY buckets and (1) rubber-track excavator with a 30-foot boom to compact the loaded waste in the transfer trucks. No stand alone compactors or weigh hoppers are used at the transfer facility. Three exhaust fans are located along the south or rear wall of the transfer building for odor control and to maintain air quality within the operating area/tipping floor. The high strength concrete tipping floor, concrete push walls and metal plating used to protect the concrete push walls have been replaced and/or upgraded as part of a recent renovation project. Recent upgrades include repair of the tipping floor, renovation of the pits and bracket brushes, improvements to the facility lighting, fire detection systems and reel hoses, improvements to the water collection system around the facility, and upgrades to the lift station and pumps.

Wash water from the concrete tipping floor and the two lower drive-thru bays used for loading trucks is collected and directed to an onsite lift station for discharge to the City of Raleigh sewer system and treatment at the City of Raleigh Wastewater Treatment Plant. The same process is used to collect rain water that comes in contact with the waste. The transfer station facility will continue to transfer all MSW waste received at the facility to the South Wake Subtitle D Landfill during the life of said landfill. (Currently estimated to be open until 2040) Only MSW generated within Wake County will be accepted at the EWTS.

The transfer station operator maintains an office at the facility through which the operator can be contacted. Contact information is provided in the permit renewal application, as well as in this updated Operations Plan. The facility office is equipped with a telephone service and will have a responsible person in charge available at all times while the facility is in operation. The operator will also provide an on-call service seven days per week so that the County can contact the operator in the event of an emergency or in the case of unexpected or special waste disposal activities at the transfer facility. The operator will keep the County informed at all times as to the name and contact information for the employee on-call. The operator will also designate an employee as safety officer

for the transfer facility. The transfer facility operator currently conducts monthly onsite safety and/or training meetings.

The operator will maintain detailed records of all transfer station operations and make such records available for inspection by the County or any authorized representative of the County and/or the City of Raleigh. All dealings, contacts, etc. between the County and the transfer station operator will be directed to the primary contact person designated by each party. The primary contact persons for issues concerning operation of the East Wake Transfer Station are:

Wake County – Mr. Roy Baldwin, Solid Waste Facilities Manager
Wake County Solid Waste Management Division
P.O. Box 550
Raleigh, NC 27602
(919) 856-5695
roy.baldwin@wakegov.com

EWTS Operator – Mrs. Wendy Allred, Terminal Manager
Stafford Transport of NC, Inc.
830 Corporation Parkway
Raleigh, NC 27610
(919) 212-8080
Wallred@customecology.com

2.0 WASTE ACCEPTANCE CRITERIA

2.1 Acceptable Waste

The transfer station will accept only those wastes for which the facility is permitted, namely the municipal solid waste (MSW) to be disposed of in the permitted South Wake Subtitle D Landfill. The East Wake Transfer Station will accept only MSW waste (i.e. residential, commercial and industrial waste) generated within the Wake County service area. No waste will be accepted from outside of Wake County. C&D waste generated by Wake County residents through the convenience center program, is only accepted on Saturdays and is sent to Brownfield C&D Landfill located at 2600 Brown Field Rd, Raleigh, NC 27610. Permit number 92-31.

2.2 Prohibited Waste

No commercial C&D waste will be accepted at the East Wake Transfer Station for the purpose of disposal at the South Wake Subtitle D Landfill. In addition, barrels and drums will not be accepted unless they are empty and perforated sufficiently to ensure that they contain no liquids or hazardous wastes. Yard wastes or any other recyclable materials will not be accepted, along with infectious waste, medical waste, animal waste, animal carcasses, sludge or radioactive waste. Aluminum cans and plastic bottles, if encountered within the waste stream, are approved by the NCDEQ as being acceptable for disposal given the stringent nature of the recycling process. A report will be prepared by the transfer station operator to document any attempted delivery of waste which the transfer facility is not permitted to accept, including waste from outside the permitted transfer station service area. Reports will be presented to Wake County for reporting to the NCDEQ Solid Waste Section.

Scrap tires, lead acid batteries, wooden pallets and/or “white goods” will not be accepted at the EWTS. However, any plastic bottles or aluminum cans included in the waste will remain in the waste. Otherwise, no recyclables are accepted at the East Wake Transfer Station. Regulated medical waste/sharps, hazardous or liquid wastes will not be accepted at EWTS. No special waste handling or processing of waste materials or wood waste will be performed at the EWTS.

2.3 Waste Screening Procedures

Transfer station staff are trained to visually screen waste loads as they come into the facility for any prohibited wastes. Should unpermitted wastes be found within the waste stream, the area where the waste is located on the tipping floor

will be coned off and monitored until being collected by the generators of the waste or properly disposed of at approved solid waste facilities by contracted vendors. Random inspections of incoming loads will be conducted at the transfer facility at a rate to be determined by the transfer station operator, but will be conducted at least on a bi-weekly basis. Haulers will be asked to describe the origin and contents of their waste load as part of the random screening.

For any attempted unacceptable wastes delivered to the transfer facility, the facility operator is to record the following.

- Date, time and name of inspector
- Hauler name, driver name and type of truck
- Source of load
- Description of load
- Record estimated quantity
- Provide photos and/or videos as appropriate
- Final disposition of waste load when appropriate

Waste that is not acceptable will be reloaded onto the waste truck that brought it to the transfer station and removed from the facility. Where this is not practical or safe, a properly trained and equipped hauling contractor will be contacted to properly handle and dispose of the waste load.

3.0 TRANSFER STATION OPERATIONS

3.1 Operating Hours

The East Wake Transfer Station operating hours are from 6:00 AM to 3:00 PM, Monday through Saturday. Any changes in the operating hours will be updated on facility signage before going into effect. In addition, all vendors currently using the facility will be notified prior to any change in operating hours should new operating hours go into effect. In the event of an emergency or for needed maintenance the transfer facility may, in addition, be open on Sundays and/or outside of regular work hours, as needed, to address unexpected or unplanned events. For planned operations the transfer station will be closed New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Signage has been posted at the entrance to the transfer station facility identifying the days and hours of operation.

3.2 Facility Access

Vehicle access is restricted to the access road by a locked gate at the southern end of Corporation Parkway one hundred yards before the location of the transfer station scale house. There are no other access roads into the transfer station facility. All waste haulers are directed to pass over one of two inbound weigh scales. All other vehicles are directed to the bypass lane, which is controlled by a remote barrier arm. Access to the transfer facility during operating hours is controlled by scale house personnel. Only those with business at the transfer facility, including customers, staff, maintenance personnel, etc. are allowed access into the facility. The transfer facility is not open to the public. Gates at the entrance to the scale house will be locked to restrict vehicle access when the transfer facility is closed. The entire perimeter of the transfer facility is fenced to restrict pedestrian access. The perimeter fencing is visually checked on a regular basis to identify any breaches in the fencing and to make repairs as needed. The transfer station operator's main office building and adjacent buildings are locked when the facility is closed. Surveillance cameras have been installed to monitor the facility after hours. Any unauthorized facility access or illegal dumping will be reported to the Wake County Solid Waste Management Division, City of Raleigh, the NCDEQ Solid Waste Section and the City of Raleigh Police Department. An incident report will be kept on file by the transfer station operator.

3.2 Tipping Floor Operations

Collection vehicles delivering residential, commercial and/or industrial waste to the transfer facility will first proceed to the East Wake Transfer Station scale house to be weighed in using one of the two inbound weigh scales. Waste delivery vehicles are then directed via signage and concrete access roads to circle around the south side of the transfer building to then enter the transfer building on the north side to discharge their waste load within the enclosed transfer building on the concrete tipping floor. Waste delivery vehicles will be directed onto the concrete tipping floor by the transfer station attendant to an area designated by the attendant. Once the waste vehicle is in position and the waste has been inspected by the attendant the waste load will be discharged directly onto the tipping floor. The waste delivery vehicle will then be given the OK to leave the tipping floor by the transfer station attendant once the area to depart is clear of any personnel or obstructions. Unloaded waste vehicles are then directed back to the scale house to weigh out empty to determine the waste tonnage delivered to the transfer facility by each waste vehicle.

Operators using one of the two available front end loaders with protective hard rubber padding on the underside of the front bucket and specially designed hard rubber tires, will then push the discharged waste along the concrete tipping floor to either one of two open pits located at the south end of the upper level tipping floor. Open top transfer trailers will pull into the lower drive-thru truck bay or transfer tunnel to align themselves beneath the open pits. Once the transfer trailer is in position the operator will load and compact the waste into the transfer trailer by pushing the waste from the tipping floor into either one of the two open pits ready to accept waste. Once the transfer trailer(s) are completely loaded, they are compacted in place using a rubber-tracked excavator with a 30-foot boom. Each load is then driven directly to the permitted South Wake Subtitle D Landfill for disposal. All loads will be covered with tie-down tarps during transport to control wind-blown trash/unintentional litter.

The loaded transfer trailers are first weighed in at the South Wake landfill scale house prior to unloading at the working face and then weighed in again at the scale house when empty to determine the waste tonnage delivered to the landfill. Weigh tickets generated at both the transfer station scale house and the landfill scale house are provided to Wake County to determine the tonnages delivered to each waste facility for reporting to the NCDEQ Solid Waste Section and for invoicing the waste generators.

The tipping floor and two lower drive-thru bays will be washed down periodically during daily operations and at the end of each work day to remove accumulations of waste residue, which otherwise could become a safety hazard. The wash water, drains to the transfer tunnel where it is collected in a sewer lift station and then discharged to the City of Raleigh sewer system for treatment at the City of Raleigh Wastewater Treatment Plant. Rain water or run off water into the facility that has come in contact with waste is also considered leachate and collected and treated using the same process as the wash water.

The transfer station operator will have the right to reject materials or reject unacceptable loads in accordance with the permit conditions that would cause a violation of the Solid Waste Section standards, rules or regulations. The transfer station operator will take title of the waste when accepted at the East Wake Transfer Station and will retain title until the waste is disposed of in the permitted South Wake Subtitle D Landfill. As stated above, the County limits the delivery of waste to the transfer station to waste generated within Wake County.

The transfer station operator will provide all the equipment and labor needed to receive and process waste deliveries in a reasonable and efficient manner, including having backup equipment and additional labor on-call as needed to address transfer station operations. The transfer station operator will operate the East Wake Transfer Station in accordance with all prescribed permit conditions, applicable laws and permits, standards, rules and regulations. The transfer station operator will make reasonable efforts to accommodate delivery of waste during other than regular work hours following reasonable notice from the County. There is absolutely never a time that waste should be remaining on the tipping floor at the end of the work day.

The transfer station operator will provide traffic control while equipment is operating on the tipping floor and while waste vehicles are entering and departing from the transfer facility. Any equipment that becomes inoperable while the transfer station is operational will be removed so as not to obstruct the traffic flow. The transfer station operator will be required to have back up equipment available at all times so as not to delay daily operations should equipment breakdowns occur.

The transfer station operator will be required to comply with Rule .0505(8)(c) of the North Carolina Solid Waste Management Rules by obtaining and maintaining a valid Wake County Solid Waste Haulers License. The transfer station operator will be responsible for all utility expenses associated with the operation of the East Wake Transfer Station. The operator will also be responsible for the protection of existing transfer station infrastructure including buildings, paved access roads and drainage ways at the transfer station facility, within the City of Raleigh property limits, associated with operation of the transfer station. Any damage to the City of Raleigh property resulting from actions of the transfer station operator or the operator's employees will be restored or repaired to a condition satisfactory to the County and City of Raleigh at the operator's expense. Failure of the operator to make repairs as a result of damage to the existing facilities will result in Wake County making the necessary repairs and deducting the costs for repairs from payments due the transfer station operator. The transfer station operator will not be held responsible for any property damage caused by the City, County or other outside parties using the transfer facility, including independent waste haulers.

The transfer station operator will be responsible for meeting all health, environmental and safety standards applicable to operation of the East Wake Transfer Station together with any ancillary facilities. If any unacceptable waste

is detected in a delivery, the waste load and vehicle will be isolated from all other transfer station operations and the waste screening protocol implemented by the transfer station operator to include notifying the appropriate authorities and contacting the generators of the waste. Records will be maintained by the transfer station operator as to the designated disposal location for unacceptable waste.

A certified transfer station operator will be required to be onsite at all times. All transfer station employees are to be certified in hazardous waste identification. All vehicles, containers, trailers and other equipment are required to be maintained in good repair, appearance and sanitary condition at all times. Each vehicle operating at the transfer station is to be clearly identified with vendor identification and contact numbers. The transfer station operator will be responsible for daily cleanup of the work site including picking up refuse and other items (e.g. refuse spilled while loading transfer trailers or other daily operations).

In transporting the waste to and from the transfer station facility, the transfer station operator will be responsible for enforcing that all waste vehicles cover, contain, tie down or by some other method enclose all solid waste such that leaking, spillage and blowing of waste is prevented. The transfer station operator will also be responsible for compliance with all local, state and federal rules, regulations and laws concerning the transportation of waste materials and equipment associated with the operation of the East Wake Transfer Station, including but not limited to OSHA, DOT and DMV requirements.

All solid waste collected at the transfer station will be transported to and disposed of at the permitted South Wake Subtitle D Landfill solid waste facility. The transfer station operator will not be charged for the disposal of solid waste at the South Wake landfill.

4.0 DISEASE AND VECTOR CONTROL

4.1 Vector Control

In accordance with Rule .0505(12)(a), Wake County will be responsible for providing effective vector control measures for the protection of human health and the environment. Vector control at the transfer facility includes air borne or

water borne sources. Disease vectors are defined as any rodent, flies, mosquitoes or other animals, including insects, capable of transmitting disease to humans.

Control of disease vectors will be maintained by implementing a daily cleaning program, which will include but not be limited to the removal of waste, leachate and ponded water from the transfer station tipping floor and other operating areas within the facility. The removal of waste from the tipping floor at the end of each day's operation will protect against the migration of vectors into and from the transfer station. Stagnant or ponded water will be prevented from occurring to control mosquito breeding.

4.2 Rodents and Flies

To control potential disease vectors the County may retain the services of a licensed exterminator or other professionals to abate the problem. However, vectors such as flies and rodents are not expected to be of concern with removal of the waste and wash down of the tipping floor at the end of each day's operation.

5.0 SIGNAGE AND SAFETY REQUIREMENTS

5.1 Signage

Signage at the East Wake Transfer Station has been posted to comply with Rule .0505(9)(a)(b)(c) addressing the hours of operation, contact information for both the County and the transfer station operator, a description of the types of waste accepted at the facility, what wastes are prohibited from being accepted at the facility, the facility permit number, emergency contact numbers and other warnings or restrictions associated with delivering MSW waste to the transfer facility. Signs have also been posted at the entrance to the facility and within the facility grounds to direct traffic. Signage directing all waste haulers to the weigh scales and all visitors and work staff to the bypass lane and the transfer station offices has been posted at the entrance to the scale house at the end of

Corporation Parkway. Inside the facility signage has been posted directing the waste haulers to the tipping floor apron area and transfer trailers to the lower truck bay. The signage currently posted addresses all the items noted above. Should there be any changes to the operating hours, traffic control, etc.; the signage will be promptly updated.

5.2 Open Burning of Waste

In accordance with Rule .0505(10)(a), the open burning of waste will not be permitted at the East Wake Transfer Station.

5.3 Fire Protection and Prevention

In accordance with Rule .0505(10)(b), the transfer station operator will be responsible for providing equipment to control accidental fires and will also be responsible for arranging with the local fire protection agency to provide fire-fighting services when needed. In addition, the transfer station building will be equipped with the required number of fire extinguishers and one fire hydrant, to effectively control accidental fires. Rate of rise type heat detectors, from Simplex, are located in the transfer tunnel to detect any increases in temperature for fire prevention purposes. The system of detectors is monitored by an alarm service controlled by Wake County GSA. The City of Raleigh fire department is automatically dispatched to the EWTS when the system is activated. Audible and visual alarms located on the tipping floor level will also be activated. The transfer station operator will assist the fire department wherever possible by helping to separate and/or isolate the source of any fire.

All transfer facility buildings will be equipped with the number and type of fire extinguishers required by the City of Raleigh Fire Department and applicable fire codes. The transfer station operator and fire department staff will conduct periodic inspections of fire suppression equipment and promptly service or replace equipment as needed. The transfer station operator in addition to performing monthly fire extinguisher checks also conducts monthly safety meetings to address any safety or fire related concerns.

Should a “hot load” be delivered to the transfer facility the load will be discharged on the tipping floor away from other waste so the fire cannot spread and to allow sufficient clearance for fire fighters to extinguish the fire.

For any “hot loads” discharged on the tipping floor, the nature of the waste in the load is to be visually checked for any hazardous or toxic materials. Should the potential for any toxic or hazardous materials be observed the Fire Department is to be contacted immediately. If needed, the area around the waste load can be contained by placing loads of soil around the waste in question. Vehicles, personnel and other waste are to be kept a safe distance until the situation is resolved. Once the “hot load” has been extinguished and it has been determined that no hazardous or toxic materials are present, the waste can be loaded into a transfer trailer for transport to the landfill.

5.4 Notification of Fire

The transfer station operator will be required to contact Wake County directly by phone or in person to report fires that accidentally occur at the East Wake Transfer Station. The County is to be notified as soon as possible, but no later than the end of the work day that a fire has occurred. The transfer station operator will be required to document such events as part of their required daily record keeping.

5.5 Safety Equipment

All operations staff and visitors working on the tipping floor will be required to wear proper safety equipment, including steel toe shoes, safety vests, as well as eye and hearing protection. In addition, all workers will be required to wear gloves, hard hats or harnesses, as appropriate, for added safety protection. All personnel will be properly trained in the proper use of safety equipment and safety procedures.

All heavy equipment, including waste trucks, are to be equipped with back-up alarms. Restricted areas for equipment and personnel are to be clearly marked and cordoned off. Portable safety barriers are to be placed at the leading edge of the loading pits when the pits are inactive. Barriers are to be of sufficient size to prevent work staff from falling into the openings.

6.0 ACCESS AND SECURITY REQUIREMENTS

6.1 Transfer Station Access and Security

All vehicles delivering waste to the transfer station will be required to enter and exit through the access control gate at the entrance to the transfer station scale house. Unauthorized vehicle access to the transfer facility will not be permitted and will be monitored by the scale house and transfer station operators throughout each day's operation. Unauthorized vehicles will be redirected to the appropriate waste disposal facilities.

6.2 Attendant

Wake County will provide a full-time scale house attendant located inside the scale house at the entrance to the East Wake Transfer Station during transfer station operating hours to weigh incoming waste loads and outgoing empty waste vehicles. Both the scale operator and the transfer station operator will

work together to verify that all waste vehicles delivering waste to the East Wake Transfer Station comply with the permitted transfer station operations.

6.3 Access Roads

The transfer station operator will be responsible for maintaining and cleaning all paved access roads on a daily basis, including but not limited to the paved access roads located between the transfer station scale house the transfer station tipping building. Wake County is to be contacted for authorization of any repairs to the transfer facility access roads associated with operation of the East Wake Transfer Station.

Operation of the transfer facility will require strict adherence to traffic controls and the traffic routes identified by signage at the facility. Portions of the access road around the tipping building are one way to maintain traffic flow. Incoming waste trucks and transfer trailers are restricted to their designated routes and are to be kept separated from one another wherever practical. Empty transfer trailers will be limited to a designated staging/storage area at the transfer facility.

7.0 MISCELLANEOUS

7.1 Litter Control

The operator will also be responsible for cleanup of wind-blown debris resulting from daily transfer station operations. At the end of each day's operation, wind-blown debris resulting from operation of the transfer station will be collected and returned to the transfer facility by the transfer station operator for proper disposal. Litter may be generated by uncovered or secured loads, from transfer trailer loading operations in the lower bay, as well as from the tipping floor itself. Cleanup will include all areas within the transfer station site limits, as well as other areas on adjacent City of Raleigh property that can reasonably be attributed to transfer station operations.

The spillage of refuse from transfer trailers is to be minimized by requiring that all loads be covered with tie-down tarps, as well as requiring all transfer trailer operators to reduce their speed between the scales and the tipping floor. The transfer station operator will also be required to discharge all incoming loads on the tipping floor well within the covered transfer building. Maintenance of the skirts around the transfer pits and proper staging of the transfer trailers while loading waste in the lower bay area is to be part of the daily transfer station operation to control debris. Litter fencing is to also be used by the transfer station operator to control wind-blown debris.

7.2 Dust Control

The transfer station operator in addition to removing debris from all paved access roads is to use a water truck to apply water to road surfaces when needed to control dust. Road surfaces will also be kept clean by removing any mud tracked into the transfer facility to reduce creating dust when access roads are used by the transfer trucks.

7.3 Noise Abatement

Noise is a normal part of facility operations at the transfer facility both inside and outside the transfer building and is therefore considered acceptable during operating hours. Given the isolated location of the transfer station, the impact of higher noise levels at the facility is less likely to have an impact on surrounding businesses. Operation of the transfer station will however comply with all noise ordinances in effect within the City of Raleigh limits.

Generally, noise levels are greatest within the transfer station building during the unloading of waste trucks onto the tipping floor and while loading waste into the transfer trailers. As a result, facility staff will be provided with hearing protection while working in high noise level areas.

Haulers using waste vehicles with excessively loud exhaust systems will be directed to make repairs before continuing to use the transfer facility.

7.4 Odor Control

The transfer station operator will also be responsible for odor control. Three exhaust fans are located along the south or rear wall of the transfer building for odor control and to maintain air quality within the operating area/tipping floor. Wash down of the tipping floor on a daily basis will also help to reduce odors. In addition, loaded transfer trailers will be covered immediately after loading and before transport to the landfill for disposal to help control odors. Filled trailers will not remain at the transfer facility for more than 24 hours before being transported to the landfill, except under emergency conditions.



NORTH CAROLINA
Environmental Quality

Facility Permit No: 9233T-TRANSFER-2008
East Wake Transfer Station
Permit to Operate
March 13, 2019
File ID No. 1286061
Page 1 of 8

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

MICHAEL SCOTT
Director

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WASTE MANAGEMENT
SOLID WASTE SECTION

MUNICIPAL SOLID WASTE TRANSFER FACILITY
Permit No. 9233T-TRANSFER-2008

CITY OF RALEIGH (OWNER)
AND
WAKE COUNTY (OPERATOR)
are hereby issued a

PERMIT TO CONSTRUCT
Not Applicable

PERMIT TO OPERATE
9233T-TRANSFER-2008 EAST WAKE TRANSFER STATION

PERMIT FOR CLOSURE
Not Applicable

Located at 820 Corporation Parkway, adjacent to and south of the closed City of Raleigh Landfill, in Raleigh, Wake County, North Carolina, in accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules promulgated thereunder and subject to the conditions set forth in this permit. The legal description of the site is identified on the deeds recorded for this property listed in Attachment No. 1 of this permit.

Sherri Stanley, Supervisor
Permitting Branch, Solid Waste Section
Division of Waste Management

1646 Mail Service Center, Raleigh, North Carolina 27699-1646
Phone: 919-707-8200 Internet: <https://deq.nc.gov/about/divisions/waste-management>

ATTACHMENT 1

GENERAL PERMIT CONDITIONS INFORMATION

PERMIT APPROVAL TO OPERATE DATA TABLE

Permit	Status	Issuance	Expiration	FID
9233T-TRANSFER-2008	Active	March 13, 2019	May 29, 2068	1286061

FID = File Identification Number / DIN = Document Identification Number

PERMIT HISTORY DATA TABLE

Permit Type	Date Issued	DIN/FID
Original Issue - Permit to Construct	October 24, 2003	19340
Original Issue - Permit to Operate	May 29, 2008	4598
Permit to Operate – Amendment	February 17, 2014	20516
Permit to Operate – Life of Site	March 13, 2019	1286061

Part I GENERAL FACILITY

1. This permit is issued by the North Carolina Department of Environmental Quality, Division of Waste Management, Solid Waste Section (Section). In accordance with North Carolina Solid Waste Management Rule 15A NCAC 13B .0201(d), a solid waste management facility permit shall have two parts: a Permit to Construct and a Permit to Operate. The Permit to Operate must be implemented in accordance with Attachment 3 of this permit.
2. The persons to whom this permit is issued (“permittee”) are the owners and operators of the solid waste management facility.
3. The transfer station is located on the same property as the closed City of Raleigh Landfill, Permit No. 9201-MSWLF-1979. The landfill permit was recorded at the Wake County Register of Deeds at Book 3890, Pages 499 – 505.
4. When this property is sold, leased, conveyed, or transferred in any manner, the deed or other instrument of transfer must contain in the deed description section, in no smaller type than that used in the body of the deed or instrument, a statement that the property has been used as a solid waste management facility and a reference by book and page to the recordation of the permit.
5. By receiving waste at this facility the permittee shall be considered to have accepted the terms and conditions of this permit.
6. Operation of this solid waste management facility must be in accordance with the Solid Waste Management Rules, 15A NCAC 13B, Article 9 of Chapter 130A of the North Carolina General Statutes (NCGS 130A-290, et seq.), the conditions contained in this permit, and the approved plan. Should the approved plan and the rules conflict, the Solid Waste Management Rules shall

take precedence unless specifically addressed by permit condition. Failure to comply may result in compliance action or permit revocation.

7. This permit is issued based on the documents submitted in support of the application for permitting the facility identified in Attachment 1, "List of Documents for Approved Plan," which constitutes the approved plan for the facility. Where discrepancies exist, the most recent submittals and the Conditions of Permit shall govern.
8. This permit may be transferred only with the approval of the Section, through the issuance of a new or substantially amended permit in accordance with applicable statutes and rules. In accordance with NCGS 130A-295.2(g), the permittee must notify the Section thirty (30) days prior to any significant change in the identity or business structure of either the owner or the operator, including but not limited to, a proposed transfer of ownership of the facility or a change in the parent company of the owner or operator of the facility.
9. The permittee is responsible for obtaining all permits and approvals necessary for the development of this project including approval from appropriate agencies for sedimentation and erosion control, and a General or Individual National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit, if applicable. Issuance of this permit does not remove the permittee's responsibilities for compliance with any other local, state or federal rule, regulation or statute.

PROPERTIES APPROVED FOR THE SOLID WASTE MANAGEMENT FACILITY

Wake County Register of Deeds					
Book	Page	Grantor	Grantee	Parcel ID	Acres
8392	1870	Pike Electric Inc	City of Raleigh	1724-81-6908	14.68
BM2007	72		Recombination Map		

The property containing the transfer station has been recombined with the larger parcel containing the closed City of Raleigh Landfill, total 259.6 acres.

Part II MUNICIPAL SOLID WASTE LANDFILL UNIT(S)

Not Applicable

Part III CONSTRUCTION AND DEMOLITION LANDFILL UNIT(S)

Not Applicable

Part IV INDUSTRIAL LANDFILL UNIT(S)

Not Applicable

Part V LAND CLEARING AND INERT DEBRIS LANDFILL UNIT(S)

Not Applicable

Part VI Transfer Station/Treatment & Processing Unit

1. The transfer station is located adjacent to and south of the closed City of Raleigh Landfill, Permit No. 9201-MSWLF-1979. The landfill operated from 1972 until 1997.
2. The Permit to Construct was issued in 2003, but the transfer station was not built until 2008. The delay in construction was due to the delay in closing of the North Wake County Landfill.
3. In previous permits issued in 2003 and 2008, the name of the facility was listed as Raleigh Transfer Station. The name was changed on the 2014 permit to East Wake Transfer Station to be consistent with the common used name for the facility.

List of Documents for Approved Plan

1. Transfer Station permit application, Site plans, Operations plan, and Engineering plans. September 2002. [DIN 19375](#).
2. *Updated Operations Plan, City of Raleigh Solid Waste Services, Solid Waste Transfer Station, Raleigh, NC.* Prepared by: Hazen and Sawyer, Raleigh, NC. May 2008. [DIN 4666](#).
3. *Record Drawings - City of Raleigh Department of Solid Waste Services, Wilder Grove Solid Waste Transfer Facility.* Prepared by: Hazen and Sawyer, Raleigh, NC. Revised May 2008. [DIN 19374](#).
4. *East Wake Transfer Station, Permit Renewal Application.* December 2013. [DIN 20518](#).
5. *East Wake Transfer Station, Life-of-Site Permit Request.* November 5, 2018. [FID 1260871](#).

-End of Section-

ATTACHMENT 2

CONDITIONS OF PERMIT TO CONSTRUCT

Not Applicable

-End of Section-

ATTACHMENT 3

CONDITIONS OF PERMIT TO OPERATE

PART I: GENERAL FACILITY CONDITIONS

1. The facility must be adequately secured by means of gates, chains, berms, fences, or other security measures approved by the Section to prevent unauthorized entry.
2. Interior roadways must be of all-weather construction and maintained in good condition.
3. Signs must be posted at the entrance to the facility that state that no hazardous waste or liquid waste can be received at the facility; and that provide information on dumping procedures, the hours of operation, the permit number, telephone number, and other pertinent information. Traffic signs or markers must be provided as necessary to promote an orderly traffic pattern to and from the discharge area and to maintain efficient operating conditions.
4. A responsible individual trained and certified in facility operations must be on-site at all times during all operating hours of the facility, in accordance with G.S. 130A-309.25. An attendant must be present to oversee the loading and unloading of waste.
5. Open burning of solid waste is prohibited. Fires must be reported to the regional waste management specialist with 24 hours of the occurrence, followed by a written report of the details of the fire within 10 days of the occurrence. Fire lanes must be maintained and passable at all times. Dimensions of the fire lanes must be coordinated with the Fire Marshall having jurisdiction over the site.
6. All sedimentation and erosion control activities must be conducted in accordance with the Sedimentation Control Act N.C.G.S. 113A-50, et seq., and rules promulgated under 15A NCAC 4.
7. Facility construction, operations or practices must not cause or result in a discharge of pollution, dredged material, and/or fill material into waters of the state in violation of the requirements under Sections 401 and 404 of the Clean Water Act, as amended.
8. Copies of this permit, the approved plans, and all records required to be maintained by the permittee must be maintained at the facility, unless otherwise approved by the Section, and made available to the Section upon request during normal business hours.

Part II: MUNICIPAL SOLID WASTE LANDFILL UNIT(S)

Not Applicable

Part III: CONSTRUCTION AND DEMOLITION LANDFILL UNIT(S)

Not Applicable

Part IV: INDUSTRIAL LANDFILL UNIT(S)

Not Applicable

Part V: LAND CLEARING AND INERT DEBRIL LANDFILL UNIT(S)

Not Applicable

Part VI: TRANSFER STATION / TREATMENT AND PROCESSING UNIT

9. This permit shall expire May 29, 2068. Significant site changes may require permit modification. The owner or operator must contact the North Carolina Department of Environmental Quality, Division of Waste Management, Solid Waste Section (Section) for coordination of significant site changes, including, but not limited to, pertinent facility plans, facility operation and waste screening plans.
10. The transfer facility is permitted to receive municipal solid waste as defined in NCGS 130A 290 (a)(18a).
11. The following, at a minimum must not be accepted at the facility: hazardous waste, yard trash, liquid wastes, regulated medical waste, sharps not properly packaged, regulated asbestos-containing material as defined in 40 CFR 61, PCB waste as defined in 40 CFR 761, and wastes banned from disposal in North Carolina by G.S. 130A-309.10(f). Barrels and drums shall not be accepted unless they are empty and perforated sufficiently to ensure that no liquid or hazardous waste is contained therein.
12. This facility is permitted to receive municipal solid waste generated within Wake County. Waste must be transported for disposal to the South Wake MSW Landfill located off Highway 55 Bypass in Holly Springs, Permit Number 92-22. Proposed changes to the service area and/or the disposal facility must be approved by the Section. Proposed changes to the service area and/or the disposal facilities must be approved by the Section, are a modification to the permit, and may be subject to a permitting fee.
13. The permittee must not knowingly dispose of, or accept for transfer for subsequent disposal, solid waste that is generated within the boundaries of a unit of local government that by ordinance:
 - a. Prohibits generators or collectors of solid waste from disposing of that type or form of solid waste.
 - b. Requires generators or collectors of solid waste to recycle that type or form of solid waste.
14. The permittee must actively employ a training and screening program at the facility for detecting and preventing unauthorized wastes from being accepted at the facility. At a minimum, the program must include:
 - a. Random inspections of incoming loads or other comparable procedures.
 - b. Records of all inspections.
 - c. Training of personnel to recognize hazardous, liquid and other excluded waste types.

- d. Development of a contingency plan to properly manage any identified hazardous, liquid, or other excluded or unauthorized wastes. The plan must address identification, removal, storage and final disposition of these wastes.
15. The facility must not cause nuisance conditions.
 - a. The tipping floor and transfer trailer loading area must be maintained in a clean, sanitary condition at all times and must be cleaned at least daily in accordance with the approved Operation Plan.
 - b. Effective vector control measures must be applied at all times to control any potential vectors including flies, rodents, insects, and other vermin.
 - c. Control measures must be utilized to minimize and eliminate visible dust emissions and blowing litter. Fugitive dust emissions are prohibited. Windblown materials must be collected by the end of the day and no windblown material may be allowed to leave the facility boundary.
 16. Waste must only be deposited on the tipping floor or directly into a transfer container in accordance with the approved Operation Plan. Waste must not be stored on the tipping floor after operating hours.
 17. Any waste stored on-site after operating hours must be stored in leak resistant transfer trailers, with watertight covers, a maximum of 24 hours except that a minimal amount of waste may be stored for a maximum of 72 hours when the facility is closed during a weekend or holiday. Storage of the waste must not cause any nuisance, such as odor or attraction of vectors.
 18. Waste sorting, segregating, processing, and material recovery are not approved activities at this facility.
 19. All water that comes in contact with solid waste, including vehicle wash-down water, is leachate and must be captured and properly treated before release to the environment.
 - a. The leachate control system, such as floor drains, leachate collection devices, sanitary sewer connections, and leachate storage tanks, must be operational during facility operations.
 - b. The tipping floor must drain away from the building entrance and into the leachate collection system.
 20. The permittee must maintain a record of the amount of solid waste received at the facility, including daily records of waste received and origins of the loads. Scales must be used to weigh waste received. The permittee must maintain a record of the amounts of waste transported out of the facility for disposal, amounts of materials transported out of the facility for recovery and recycling, and amounts of waste or material with any other final disposition, to be compiled on a monthly basis. The daily records are to be summarized into a monthly report for use in the required annual reports.
 21. On or before August 1 annually, the Permittee must submit an annual facility report to the Section, on forms prescribed by the Section.

- a. The reporting period shall be for the previous year beginning July 1 and ending June 30.
 - b. The annual facility report must list the amount of waste received in tons and be compiled:
 - i. On a monthly basis.
 - ii. By county, city or transfer station of origin.
 - iii. By specific waste type.
 - iv. By receiving disposal facility.
 - v. By diversion to alternative management facilities.
 - c. The completed report must be forwarded to the Regional Environmental Specialist for the facility by the date due on the prescribed annual facility report form.
 - d. A copy of the completed report must be forwarded to each county manager for each county from which waste was received the facility. Documentation that a copy of the report has been forwarded to the county managers must be sent to the Regional Environmental Specialist by the date due on the prescribed annual facility report form.
22. Processing of materials, shredding, or grinding must not take place at the facility unless approval has been granted. A revised operating plan must be submitted to the Section for review and approval, and the change may be subject to a permitting fee.

- End of Permit Conditions -