

CONTRACT

THE COUNTY OF WAKE, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County" and Waste Industries, Inc., (a corporation duly organized under the laws of the State of North Carolina) hereinafter referred to as "Contractor", for and in consideration of the covenants hereinafter specified, mutually agree as follows:

I. Special Conditions

A. Purpose:

The purpose of this Contract is to provide for the furnishing of all personnel, labor, equipment, containers, trucks, and all other items necessary to provide solid waste collection, transportation, and disposal services in accordance with the terms, conditions, and specifications of this Contract.

B. Work Area:

The work area under this Contract shall be Wake County Solid Waste Container Sites, transportation routes to and from Container Sites and designated disposal sites, and disposal sites designated by the County.

C. Insurance Provisions:

The Contractor shall provide the following insurance coverage.

1. Workers' Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
2. Comprehensive General Liability: Shall have minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage, XCU coverage, and a contractual liability endorsement.
3. Business Auto Policy: Shall have minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.

D. Special Requirements:

1. The County is to be included as an additional insured on both the comprehensive general liability and business auto liability policies.



2. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. Certificate of insurance meeting the required insurance provisions shall be forwarded to the County Engineer at the address shown below. Wording on the certificate which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

Sanitary Engineer
Wake County Community Development Services
P. O. Box 550
Raleigh, NC 27602

3. It shall be the responsibility of the contractor to insure that all subcontracts comply with the same insurance requirements that he is required to meet.

E. License and Taxes:

The Contractor shall obtain and retain all licenses and permits necessary to perform the work under the Contract, and shall promptly pay all required County, State, and Federal taxes.

F. Term:

The term of this Contract shall be for a five (5) year period beginning July 1, 1987 and expiring five (5) years thereafter, unless otherwise terminated under another clause of this Contract.

G. Commencement:

The Contractor shall provide containers at Container Sites for collection of solid waste within thirty (30) calendar days after receipt of a Notice to do so by the County and shall commence transportation and disposal of solid wastes and all other work under this Contract within five (5) calendar days after receipt of a Notice to Proceed.

H. Methods of Payment:

The Contractor shall submit to the County monthly statements on the first day of each month. Statements must contain an itemized account of the number of hauls performed from each Container Site through the 25th day of the preceding month. Payment will be made to the Contractor by the County based on the total number of hauls performed during the month from each container site times the number of miles of one-way transportation distance from the respective Container Sites to the Disposal Site times the unit price per mile established in the Fee Schedule. One-way transportation distances from Container Sites to Disposal Sites shall be measured by the County. Payment for rental of



equipment and labor provided for operation of compactor sites and disposal fees shall be in accordance with the provisions of Section III.

II. Specifications

A. Services to be Performed:

1. The Contractor shall provide 40 cubic yard solid waste containers for use at the County Solid Waste Container Sites. Containers must be approved by the Engineer prior to their installation. The number of containers to be provided shall be determined by the County. Sites will be designed to accommodate a minimum of three containers at any one time.
2. The Contractor shall be responsible for collecting, transporting, and emptying the solid waste containers at designated disposal sites.

B. Collection:

1. Hours of operation shall be established by the Contractor, subject to approval by the County.
2. The Contractor shall provide an adequate number of vehicles for collection service. All vehicles, containers, and other equipment shall be maintained in good repair, appearance, and sanitary condition at all times. Each vehicle shall be clearly marked on each side as to the identity and telephone number of the Contractor.
3. The Contractor shall be responsible for picking up refuse on the container site when:
 - a. There is refuse spilled from a container while loading the container.
 - b. There is refuse on the concrete pad which must be kept clean and free of debris.

C. Transportation:

1. The Contractor shall contain, tie, or by some method enclose all solid waste hauled such that leaking, spilling, or blowing of material is prevented.
2. The Contractor shall provide a suitable and acceptable cover for the containers during transport and for loaded containers which are stored for disposal at a later time.
3. Only full containers shall be transported to a disposal site, excepting that each container that contains any refuse must be pulled and hauled a minimum of once every week in accordance with the Wake County Solid Waste Ordinance.



4. Transportation routes from Container sites to designated Disposal Sites shall be proposed by the Contractor and subject to approval by the County.

D. Disposal:

1. All solid waste collected by the Contractor from a Container Site shall be transported to and disposed of in a site which is designated by the County. The Contractor will be charged for disposal at the site.
2. Disposal Sites shall be solid waste depositories including, but not limited to sanitary landfills, transfer stations, incinerators, and waste recycling or separation centers which are approved and designated by the County.
3. The Contractor shall have access to the Disposal Site during normal working hours. During hours when the Disposal Site is closed, the Contractor shall store any containers for disposal as soon as the Site is open.

E. Container Sites:

Container Sites shall be those designated by the County as Wake County Solid Waste Container Sites.

III. Fee Schedule

| <u>Item</u> | <u>Unit Price</u> |
|--|-----------------------------|
| 1. Collection, transportation, and disposal of solid waste from Solid Waste Container Sites per mile of transportation distance one-way from a Container Site to a designated Disposal Site per each container haul. | \$ 4.10 |
| 2. Rental of compaction equipment and labor for operation of Container Sites seven (7) days per week, sixty (60) hours per week. | \$ 2,895.50/month |
| 3. Rental of compaction equipment and labor for operation of Container Sites seven (7) days per week, seventy-three (73) hours per week. | \$ 3,307.04/month |
| 4. Service of solid waste container sites located at the entrances of designated disposal sites | \$ 28.00/Container Serviced |
| 5. Fees incurred by the Contractor for landfill use shall be directly reimbursed at Contractors gate cost. | |



The County and the Contractor may renegotiate the above fees within sixty (60) days prior to the end of each County Fiscal Year during the term of this Contract if necessary to adjust the fee for the upcoming year of operation. Negotiations shall be based upon the Consumer Price Index South Atlantic Region as published by the U.S. Department of Commerce. The maximum allowable annual adjustment shall be 4½ percent. Failure by the County and the Contractor to reach agreement upon the fee to be charged for the upcoming year shall be mutual grounds for termination of the Contract.

IV. General Conditions

A. Complaints:

All complaints made to the Contractor with regard to work performed under this Contract shall be given prompt and courteous attention, and the County shall be notified of each complaint. In the case of a missed scheduled collection, the Contractor shall, upon determination of such, arrange for an immediate collection.

B. Office:

The Contractor shall maintain an office or other such facility through which he can be contacted. The office or facility shall be equipped with sufficient telephones and shall have a responsible person in charge during normal working hours.

C. Service:

The Contractor shall provide an on-call service during daylight hours, seven days per week so that the County may contact the Contractor for unexpected or special servicing of the Containers. The Contractor shall at all times keep the County informed of the name and telephone number of the Contractor's employee on-call.

D. Contacts:

All dealings, contacts, etc., between the County and the Contractor shall be directed from the Contractor to the Engineer, Wake County Community Development Services, and by the County to Steve Goode, Division Manager.

E. Records:

The Contractor shall maintain records of all work and of all matters relating to the work performed under this Contract for a period of three (3) years after the date of expiration of this Contract, and shall make such records available for inspection by the County or any authorized representative of the County.



F. Transferability:

The Contractor shall not assign or subcontract this Contract or any part of this Contract without the express written consent of the County.

G. Non-Discrimination:

The Contractor shall not discriminate against any person for reason of race, sex, age, creed, color, religion, or national origin.

H. Compliance with Laws:

The Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work under this Contract.

I. Indemnity:

The Contractor agrees to protect, defend, indemnify and hold the County of Wake and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. The Contractor further agrees to investigate, handle, respond to, provide defense for and respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

J. Termination:

The County may terminate this Contract immediately for unsatisfactory performance by the Contractor. The County or Contractor may terminate this Contract upon serving one-hundred eighty (180) days written notice of such to the other party, for any other reason which the County or Contractor, in its sole discretion, deems to be an appropriate reason for termination.

K. Changes:

Except as otherwise provided in the Contract, this Contract may be changed only by written modification executed mutually by and between the County and the Contractor.



IN WITNESS WHEREOF, the COUNTY OF WAKE has caused these presents to be signed in its name by the Chairman of its Board of Commissioners, its corporate seal hereto affixed, and attested by the Clerk to said Board, all by authority of a Resolution of said Board of Commissioners duly adopted, and Waste Industries, Inc. has caused this Contract to be executed in its name by its President, attested by its Secretary and its corporate seal hereunto affixed, all by authority duly give, this the 3rd day of August, 1987.

THE COUNTY OF WAKE

By: M. Edward Aycock
Title: Chairman, Board of Commissioners

(SEAL)

Attest: Richard J. Hester
Title: Clerk to the Board

WASTE INDUSTRIES, INC.

By: [Signature]
Title: President

(SEAL)

Attest: Stephen C. Shaw
Title: Asst. Secretary

This instrument approved as to legality and form.

Michael R. Ferrell
Michael R. Ferrell, Wake County Attorney

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

YH Jones
Wake County Finance Officer



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
9/3/87

PRODUCER

INSURE
P.O.Box 31508
Raleigh, N. C. 27622

919-781-1115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

| | |
|-------------------------|---|
| COMPANY LETTER A | Great American Insurance Company |
| COMPANY LETTER B | American National Fire Insurance Company |
| COMPANY LETTER C | Fireman's Fund Insurance Company |
| COMPANY LETTER D | |
| COMPANY LETTER E | |

INSURED

Waste Industries, Inc. Etal.
P.O.Box 19026
Raleigh, N. C. 27619

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO. LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIABILITY LIMITS IN THOUSANDS | | |
|------------|---|----------------------|----------------------------------|-----------------------------------|--------------------------------|------------------------|----------|
| | | | | | EACH OCCURRENCE | AGGREGATE | |
| A | GENERAL LIABILITY | XO 1 62 29 60 | 10/01/86 | 10/01/87 | PERSONAL INJURY | \$ | \$ |
| | COMPREHENSIVE FORM | | | | PROPERTY DAMAGE | \$ | \$ |
| | PREMISES/OPLATIONS | | | | BI & PD COMBINED | \$ 1,000 | \$ 1,000 |
| | UNDERGROUND | | | | PERSONAL INJURY | | \$ 1,000 |
| | EXPLOSION & COLLAPSE HAZARD | | | | | | |
| | PRODUCTS/COMPLETED OPERATIONS | | | | | | |
| B | AUTOMOBILE LIABILITY | BA 695 37 91 | 10/01/86 | 10/01/87 | PERSONAL INJURY (PER PERSON) | \$ | |
| | CONTRACTUAL | | | | PERSONAL INJURY (PER ACCIDENT) | \$ | |
| | INDEPENDENT CONTRACTORS | | | | PROPERTY DAMAGE | \$ | |
| | BROAD FORM PROPERTY DAMAGE | | | | BI & PD COMBINED | \$ 1,000 | |
| | PERSONAL INJURY | | | | | | |
| C | EXCESS LIABILITY | XLB 178 94 72 | 10/15/86 | 10/01/87 | BI & PD COMBINED | \$ 3,000 | \$ 3,000 |
| | UMBRELLA FORM | | | | | | |
| B | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WC 6 69 84 38 | 10/01/86 | 10/01/87 | STATUTORY | \$ 500 (FACH ACCIDENT) | |
| | OTHER THAN UMBRELLA FORM | | | | \$ 500 (DISLASE-POLICY LIMIT) | | |
| | | | | | \$ 500 (DISEASE-FACH EMPLOYE) | | |
| | OTHER | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

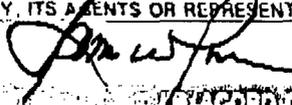
CERTIFICATE HOLDER

Mr. Robert Tucker
Sanitation Engineer
Wake County Community Development Service
P.O. Box 550
Raleigh, N.C. 27602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:
INSURE



CONTRACT AMENDMENT

COUNTY OF WAKE, a body politic and corporate, of the State of North Carolina, hereinafter referred to as "COUNTY" and Waste Industries, Inc. (a corporation duly organized under the laws of the State of North Carolina), hereinafter referred to as "CONTRACTOR", for and in consideration of the covenants hereinafter specified mutually agree as follows:

W I T N E S S E T H :

THAT WHEREAS, the COUNTY and CONTRACTOR agree to amend the existing contract as follows:

Under item "C - Insurance Provisions": Insurance Provisions of this contract will be amended to read:

The CONTRACTOR shall obtain, at his sole expense, all insurance as required in the following paragraphs and shall not commence work until such work is in force and certification is received by the Wake County Risk Manager.

Professional Liability Insurance, in limits of no less than \$500,000 per occurrence.

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

Commercial General Liability - Combined Single Limits of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. This insurance should

Specifications: "A - Services to be performed": The CONTRACTOR will provide the equipment listed below for the manning of the sites:

Equipment:

- 1 each - 2 cubic yard compactor
- 1 each -40 cubic yard O.C. compaction container
- 2 each -40 cubic yard open-top containers
- 1 each -10 cubic yard recycling container (glass, newspaper, cans)
- 1 each -site operator's booth

Personnel to man each site 72 hours weekly (7 days per week)

"Fee Schedule"

| <u>Item</u> | <u>Unit Price</u> |
|--|-------------------------------|
| 1. Collection, transportation and disposal of solid waste from solid waste container sites, per mile of transportation distance, one way, from a container site to a designated disposal site, per each container hauled | \$ 4.26 |
| 2. Rental of compaction equipment and labor for operation of container site seven (7) days per week, 72 hours weekly | \$3,590.00/per month per site |
| 3. Service of solid waste container site located at the entrances of designated disposal sites | \$ 29.09/container serviced |
| 4. Collection, transportation, and marketing of recycled materials collected at county sites | \$ 85.00/container serviced |
| 5. Revenue from recycled materials will be refunded to Wake County | Market Price |

Under item "IV., I. Indemnity": The indemnity provision of this contract will be amended to read:

Hold Harmless Agreement. WASTE INDUSTRIES, INC. agrees to defend, indemnify, and hold harmless Wake County, NC, from all loss, liability, claims or

include the Comprehensive Broad Form Endorsement including contractual liability. Automobile Liability with limits of no less than \$250,000 per person \$500,000.00 per occurrence bodily injury and \$100,000.00 property damage.

All insurance companies must be licensed in North Carolina and be acceptable to the Wake County Risk Manager.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "forty-five (45) days notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

If an "ACORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted. Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Risk Manager
Room 940 - WOCB
P.O. Box 550
Raleigh, NC 27602

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered.

Under item "F - Term": The term of this contract will be amended to show an expiration date of June 30, 1995. This expiration date may be changed by mutual agreement of the COUNTY and CONTRACTOR in subsequent years if it is in the best interest of the COUNTY and CONTRACTOR to do so.

expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or person caused in whole or in part by the negligence or willful misconduct of the contractor except to the extent same are caused by the negligence or misconduct of Wake County, NC.

It is the intent of this section to require WASTE INDUSTRIES, INC. to indemnify Wake County, NC, to the extent permitted under North Carolina General Statutes 22B-1.

It is understood and agreed that WASTE INDUSTRIES, INC. is at all times herein acting as an Independent Contractor.

All other terms and conditions of the contract remain unchanged.

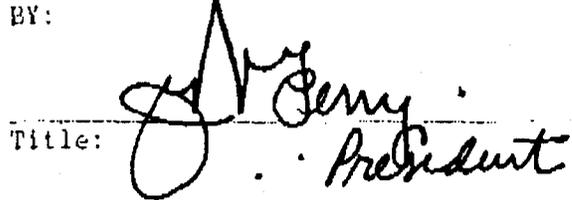
COUNTY OF WAKE

WASTE INDUSTRIES, INC.

BY:

BY:



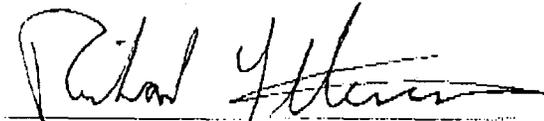


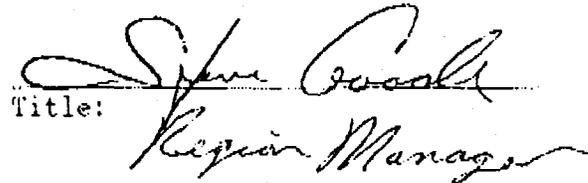
Title:
Chairman, Board of Commissioners

Title:
President

ATTEST:

ATTEST:





Title: Clerk of the Board

Title: Region Manager

A: Amendm

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


FINANCE OFFICER



WAKE COUNTY CONTRACT CONTROL FORM

Contract Control #
Contract Amendment #

CC > 4475
CH

Contractor Waste Industries, Inc.

Beginning 10/94 Ending 6/97

Contract Description extension (2 year) to convenience

Contract Period

center contract

Deadline For Processing

Initiator: Phil Carter Ext. 6-6235

Department CDS/Solid Waste

CONTRACT TYPE

- Construction
- Services
- Grant
 - County as Grantee
 - County as Grantor
- Lease Agreement
 - County as Lessee
 - County as Lessor
- Real Estate Transaction
- Intergovernmental Agreement
- Other

- Standard Form
- Short Form
- Standard Contract
- Amendment/Change Order
 - Change in Amount
 - Change in Scope Only
 - Previous CC# CC 4130
 - Amendment/Change Order # 312

ACCOUNT CODES

| NDLX | SUBOL | AMOUNT | LINE |
|------|-------|--------|------|
| | | \$ | A |
| | | \$ | B |
| | | \$ | C |
| | | \$ | D |

FINANCE DEPARTMENT

Vendor Code _____

- Pre-Audit Certification
- Encumbrance Required
- Reviewed by Grants Manager

- Budget Revision Required
- W-9 Information on File
- Reviewed by Purchasing Section

Signature

Date

Comments

RISK MANAGER REVIEW

- Contract Meets County's Insurance Requirements
- Insurance Certificates Update and Online

Signature

Date

Comments

GENERAL SERVICES ADMINISTRATION

GSA Review

Signature

Date

Comments

COUNTY ATTORNEY (STANDARD FORM ONLY)

Board Action: Required Not Required

- Approved as to Form
- Reviewed For Employee vs. Independent Contractor Status

Signature

Date

Comments

COUNTY MANAGER (STANDARD FORM ONLY)

- Board Action: Meeting of _____
- Board Action: Approved Disapproved
- Manager Action: Approved Disapproved

Signature

Date

Comments

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT

This AMENDMENT, made and entered into the 15th day of December, 1994, by and between the COUNTY OF WAKE, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY" and WASTE INDUSTRIES, INC. a North Carolina corporation with its principal office in Wake County, North Carolina, hereinafter referred to as "WI";

WITNESSETH

THAT WHEREAS, the COUNTY and WI have an existing legal contract specifying rights, terms and conditions under which WI provides services to the COUNTY for its Convenience Site management, transportation, recycling, disposing of certain garbage, rubbish and other refuse from within the limits of the COUNTY; and

WHEREAS, said contract, dated the 3rd day of August, 1987, and amended in 1990, was officially signed by both the COUNTY and WI; and

WHEREAS, said contract specified the compensation to be received by WI from the COUNTY, and the Terms of said contract; and

WHEREAS, WI has offered to the COUNTY a reduction in its current Site Management fee and hauling costs for an additional period (extension) of twenty-four (24) months to the current contract (see attachment 1); and

WHEREAS, the COUNTY has accepted this reduction and is desirous of a continued partnership with WI to provide these services.

NOW, THEREFORE, and in consideration of the reduction offered by WI for this extension by the COUNTY, the COUNTY and WI mutually agree to amend the contract dated the 3rd day of August, 1987, as it relates to the current expiration term, and to amend the expiration date to read "June 30, 1997". All other rights, terms and considerations currently contained in this contract remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this AMENDMENT in three (3) copies, each of which shall be deemed to be an original, on the day and year first above written.

THE COUNTY OF WAKE

(SEAL)

By: [Signature]
Title: Chairman, Board of Commissioners
Attest: [Signature]
Title: Clerk to the Board

WASTE INDUSTRIES

(SEAL)

By: [Signature]
Title: _____
Attest: [Signature]
Title: _____

This instrument approved as to legality and form.

Michael R. Ferrell, Wake County Attorney

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



Wake County Finance Officer

WAKE COUNTY CONVENIENCE SITES**COMPENSATION****Effective October 1, 1994**

| | Current Rate | Rate Effective October 1, 1994 |
|---|--------------------------------|---|
| 1. Collection and transportation and disposal of solid waste from solid waste container sites, per mile of transportation distance, one way, from a container site to a designated disposal site, per each container hauled | \$4.83 | \$4.70 |
| 2. Rental of compaction equipment and labor for operation of container sites seven (7) days per week, 72 hours weekly | \$4,067.62 per month, per site | \$3,498.15 per month, per site |
| 3. Service of solid waste container site located at the entrances of designated disposal sites | \$32.97 per container serviced | \$32.10 per container serviced |
| 4. Collection, transportation, and marketing of recycled material collected at County Sites | \$96.31 per container serviced | \$93.78 per container serviced |
| 5. Revenue from recycled materials will be refunded to Wake County | Market Price | Market Price |



WAKE COUNTY CONTRACT CONTROL FORM

Contract Control #
 Contract Amendment #



8670

Contractor Waste Industries, Inc.
 Contract Description Amendment to Convenience
Center Contract
 Initiator: Phil Carter Ext. 6-6835

Beginning 1/1/96 Ending 6/30/00
 Deadline For Processing _____
 Department CS-Solid Waste

CONTRACT TYPE

- Construction
- Services
- Grant
 - County as Grantee
 - County as Grantor
- Lease Agreement
 - County as Lessee
 - County as Lessor
- Real Estate Transaction
- Intergovernmental Agreement
- Other _____

- Standard Form
- Short Form
- Standard Contract
- Amendment/Change Order
 - Change in Amount
 - Change in Scope Only
 - Previous CC# CC41370 B&C
 - Amendment/Change Order # _____

| ACCOUNT CODES | | | |
|-------------------|-----------------|----------------------------|---------------|
| INDEX | SUBJ | AMOUNT | LINE |
| 116400 | 6100 | \$ 1,600,000.00 | CA |
| _____ | _____ | \$ _____ | B |
| _____ | _____ | \$ _____ | C |
| _____ | _____ | \$ _____ | D |

FINANCE DEPARTMENT

Vendor Code _____

Pre-Audit Certification
 Encumbrance Required
 Reviewed by Grants Manager

 Signature

Budget Revision Required
 W-9 Information on File
 Reviewed by Purchasing Section _____
2/8/06
 Date

Comments _____

RISK MANAGER REVIEW

Contract Meets County's Insurance Requirements
 Insurance Certificates Update and Online

 Signature

2/6/06
 Date

Comments _____

GENERAL SERVICES

GSA Review

 Signature

 Date

| | | | | | |
|-------------------|-------------|---------|-------------|------------|----|
| Post-It* Fax Note | 7671 | Date | 10/19/00 | # of pages | 33 |
| To | Jim Hickman | From | Lowell Shaw | | |
| Co./Dept. | DPPEA | Co. | Wake County | | |
| Phone # | 715-6500 | Phone # | 856-6201 | | |
| Fax # | 715-6794 | Fax # | 856-6233 | | |

COUNTY ATTOR

Board Action: Required Not Required
 Approved as to Form
 Reviewed For Employee vs. Independent Contractor Status

 Signature

2/8/06
 Date

Comments _____

COUNTY MANAGER (STANDARD FORM ONLY)

Board Action: Meeting of _____
 Board Action: Approved Disapproved
 Manager Action: Approved Disapproved

 Signature

 Date

Comments _____

WAKE COUNTY CONVENIENCE CENTER PROGRAM**CONTRACT AMENDMENT**

County of Wake, a body politic and corporate, of the State of North Carolina, hereinafter referred to as "COUNTY" and Waste Industries, Inc. (a corporation duly organized under the laws of the State of North Carolina), hereinafter referred to as "CONTRACTOR", for and in consideration of the covenants hereinafter specified mutually agree as follows:

WITNESSETH:

THAT WHEREAS, the COUNTY and CONTRACTOR agree to amend the existing contract as follows:

Under "Section I.F Term:

Special Conditions of this contract will be amended to read:

The term of this contract shall be extended for a three (3) year period expiring on June 30, 2000 unless otherwise terminated under any other clause of this contract.

Under "Section I.H. Methods of Payment:"

Special Conditions of this contract will be amended to read:

The Contractor shall submit to the County monthly invoices/statements by the fifth (or next business) day of each month. Statements must contain an itemized account of the number of hauls performed from each Convenience Center through the last day of the

preceding month. Statements must also contain an itemized account of the weight of each recyclable material from each Convenience Center Site. Payment will be made to the Contractor based on the total number of hauls performed during the month from each Convenience Center, solid waste will be computed times the number of miles of one-way transportation distance from the respective Convenience Center Sites to the Disposal Site times the unit price per mile established in the Fee Schedule. Sites 2 & 7 along with recycled hauls will be charged a flat rate as established in the Fee Schedule. One-way transportation distances from Convenience Sites to Disposal Sites shall be measured by the Contractor using the best legal route, and are subject to verification and approval of the County. Payment will be made to the Contractor by the County within 15 days following receipt of monthly statements.

Under "Section II.A. Services to be Performed:"

Specifications of this contract will be amended to read:

3. The Contractor shall add corrugated cardboard/chipboard compactors to Convenience Centers #1, #4, #10, and #11. These compactors and their containers shall be provided and installed by the Contractor at no charge to the County and would be used to recycle corrugated cardboard and chipboard.

Under "Section II.B. Collection:"

Specifications of this contract will be amended to read:

4. The Contractor shall add to the current ONP collection at the Wake County Convenience Center Old magazines (including catalogues) and junk mail in proportions in which they are received. This new mixture will be referred to as "Combined Convenience Pack" (CCP).

5. The Contractor shall collect and recycle corrugated cardboard and chipboard at Convenience Centers #1, #4, #10 and #11.

Under "Section II.F. Marketing of Recyclable Materials:"

Specifications of this contract will be amended to read:

1. All recyclable materials collected by the Contractor from Wake County Convenience Centers shall be transported to, processed, and marketed at Materials Processing Centers which are proposed by the Contractor and approved by the County.

2. All revenues generated by the marketing of recyclables shall be paid by the Contractor to the County based on volume collected from each Convenience Center. Contractor shall submit to the County on a monthly basis, proper documentation verifying revenues generated and the weight of each recyclable material collected to accompany the monthly payment for recyclable materials by the 20th (or next business) day of the month. Checks shall indicate, separately, each Wake County program, the time period involved and the applicable payment amount.

3. OCC and Chipboard The Official Board Market Publication, also commonly referred to as the "Yellow Sheet", will be used to determine revenue sharing for the County by the Contractor. The price will be determined by the second issue as published by the Official Board Markets each month. The category used will be "Old Corrugated Containers," for the Southeast Region and the high side will be used as the index. The County shall receive 25% of the high side and no less than \$20.00 per ton from the Contractor for old corrugated cardboard and chipboard collected through the Wake County Convenience Center Program at Centers #1, #4, #10, and #11.

4. Combined Convenience Pack (ONP, Magazines, Junk Mail) The Official Board Market Publication, also commonly referred to as the "Yellow Sheet", will be used to determine revenue sharing for the County by the Contractor. The price will be determined by the second issue as published by the Official Board Markets each month. The category will be "#6 News" High Side Southeast. The County shall receive 25% of the high side and no less than \$20.00 per ton from the Contractor for CCP paper collected through the Wake County Convenience Center Program.

5. The Contractor shall pay the County the following revenue for recyclable materials for the Wake County Convenience Center Program:

| | <u>Item</u> | <u>Revenue</u> |
|----|----------------------------------|---|
| 1. | (a.) Glass (all colors) | Local market price. |
| | (b.) Plastic bottles (#1 and #2) | Local market price. |
| | (c.) Aluminum cans | Local market price. |
| | (d.) Steel cans | \$20.00/Ton Processing Charge |
| | (e.) CCP paper | 25% of High of #6 News Yellow Sheet for the Southeast Region |
| | (f.) OCC/Chipboard (Loose) | 25% of High of "Old Corrugated Containers" for the Southeast Region |

6. The Contractor agrees to market all non-fibre material collected for recycling for the term of the contract as long as markets exist. Should individual markets deteriorate or become non-existent the County and Waste Industries will meet and mutually agree to a course of action. Recycled fibre (CCP Paper, OCC, chipboard) will have guaranteed markets for the initial term of this contract.

7. The County and Waste Industries may, by mutual agreement, add additional recycled products where markets have been established and it is deemed to be in the best interest of the County's overall program. The County shall have approval on any additional products added to or deleted from the program.

Under "Section III. Fee Schedule":

The fee schedule of this contract will be amended to read:

| <u>Item</u> | <u>Unit Price</u> |
|--|-----------------------------------|
| 1. Collection and transportation and disposal of solid waste from solid waste convenience centers, per mile of transportation distance, one way, from a convenience center to a designated disposal site, per each container hauled. | \$ 4.59 |
| 2. Rental of compaction equipment and labor for operation of container sites seven(7) days per week, 72 hours weekly | \$3,596.10 Per site, per month |
| 3. Service of solid waste container located at the entrances of designated disposal sites. | \$33.00 per container serviced |
| 4. Collection, transportation and marketing of recycled material collected at County Sites | \$91.59 per container serviced |
| 5. Rental on steel/plastic containers | \$89.74 per Container |
| 6. Revenue from recycled materials will be refunded to Wake County. | See Item #5 in Section II.F. |

The first CPI increase will be 1% effective January 1, 1997, and future CPI adjustments will be as outlined in the Contract.

All other terms and conditions of this contract remain unchanged.

COUNTY OF WAKE

WASTE INDUSTRIES, INC.

BY:

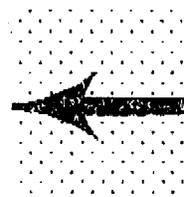
BY:

Richard J. [Signature]
Title:

Steve Coode V.P.
Title:

ATTEST:

ATTEST:



Elizabeth J. Repoles
Title: *Clerk to the Board*

Joseph [Signature] Asst Sec.
Title:

This instrument has been filed in the office of the
Register of Deeds for the County of Wake, North Carolina
Control Act.

Ann [Signature]
FINANCE OFFICER



WAKE COUNTY CONTRACT CONTROL FORM

Contract Control #
Contract Amendment #

CC
CH 9 1216

Contractor Waste Industries, Inc.

Beginning 08/17/98 Ending 06/30/05

Contract Description Amendment to Convenience Center Contract

Contract Period

Deadline For Processing

Initiator: Carlette Southern-Robert Ext. 6-6835±

Department ES/Solid Waste

CONTRACT TYPE

- Construction
- Services
- Grant
 - County as Grantee
 - County as Grantor
- Lease Agreement
 - County as Lessee
 - County as Lessor
- Real Estate Transaction
- Intergovernmental Agreement
- Other _____

- Standard Form
- Short Form
- Standard Contract
- Amendment/Change Order
 - Change in Amount
 - Change in Scope Only
 - Previous CC# 41370
 - Amendment/Change Order # _____

| ACCOUNT CODES | | | |
|---------------|-------|---------------|------|
| INDEX | SUBOL | AMOUNT | LINE |
| 00116400 | 06123 | \$ 1,104,000. | A |
| 00116400 | 06124 | \$ 700,064. | B |
| | | \$ _____ | C |
| | | \$ _____ | D |

FINANCE DEPARTMENT

Vendor Code 5

Pre-Audit Certification
 Encumbrance Required
 Reviewed by Grants Manager

 Signature

N/R Budget Revision Required
 W-9 Information on File
 Reviewed by Purchasing Section
11/16/98
 Date

 Comments

RISK MANAGER REVIEW

Contract Meets County's Insurance Requirements
 Insurance Certificates Update and Online

 Signature

11/11/98
 Date

 Comments

GENERAL SERVICES ADMINISTRATION

GSA Review

 Signature

N/R
 Date

 Comments

COUNTY ATTORNEY (STANDARD FORM ONLY)

Board Action: Required Not Required
 Approved as to Form
 Reviewed For Employee vs. Independent Contractor Status

 Signature

11-18-98
 Date

 Comments

COUNTY MANAGER (STANDARD FORM ONLY)

Board Action: Meeting of _____
 Board Action: Approved Disapproved
 Manager Action: Approved Disapproved

 Signature

N/A
 Date

 Comments

**WAKE COUNTY CONVENIENCE CENTER
PROGRAM**

CONTRACT AMENDMENT

County of Wake, a body politic and corporate, of the State of North Carolina, hereinafter referred to as "COUNTY" and Waste Industries, Inc. (a corporation duly organized under the laws of the State of North Carolina), hereinafter referred to as "CONTRACTOR", for and in consideration of the covenants hereinafter specified mutually agree as follows:

WITNESSETH:

THAT WHEREAS, the COUNTY and CONTRACTOR agree to amend the existing contract as follows:

Under "Section I.F. Term:

Special Conditions of this contract will be amended to read:

The term of this contract will be amended to show an expiration date of June 30, 2005 unless otherwise terminated under any other clause of this contract.

Under "Section I.H. Methods of Payment":

Special Conditions of this contract will be amended to read:

The Contractor shall submit to the County monthly invoices/statements by the fifth (or next business) day of each month. Statements must contain an itemized account of the number of

hauls performed from each Convenience Center through the last day of the preceding month. Statements must also contain an itemized account of the weight of each recyclable material from each Convenience Center Site. Payment will be made to the Contractor based on the total number of hauls performed during the month from each Convenience Center, solid waste will be computed times the number of miles of one-way transportation distance from the representative Convenience Center Sites to the Disposal Site times the unit price per mile established in the Fee Schedule. Sites 2,6,7,8,9 along with recycled hauls will be charged a flat rate as established in the Fee Schedule. One-way transportation distances from Convenience Centers to Disposal Sites shall be measured by the Contractor using the best legal route, and are subject to verification and approval of the County. Payment will be made to the Contractor by the County within fifteen (15) days following receipt of monthly statements.

Under "Section II.A. Services to be Performed."

Specifications of this contract will be amended to read:

3. The Contractor shall add corrugated cardboard/chipboard recycling to Convenience Centers 2,3,5,6,7,8,9. The corrugated compactors and their containers shall be provided by the Contractor.

4. The Contractor shall add forty (40) cubic yard open top containers for the collection of recyclable scrap metal at Convenience Centers 1,2,3,5.

5. The Contractor shall add Marathon RJ 575 HD Precrushers with extended hopper and safety cage for the collection of MSW and bulky solid waste at Convenience Centers

1,2,3,5,6,7,8,9,10,11.

6. As part of this agreement the Contractor will expand the Convenience Center by placing Pre-crushers in all current and future sites. The County agrees to re-imburse the Contractor for any reasonable startup or implementation costs incurred by the Contractor due to this Pre-crusher expansion of the Convenience Center Program if the program is terminated within thirty-six (36) months of the expansion completion. Contractor cost will be itemized and documented. Should the County discontinue the Pre-crusher Program, the Contractor will continue to provide operational services for the County's Convenience Centers under the existing contractual terms of this agreement through June 30, 2005.

Under "Section II.B. Collection":

Specifications of this contract will be amended to read:

5. The Contractor shall collect and recycle corrugated cardboard and chipboard at all Convenience Centers (1 through 11).

6. The Contractor shall collect recyclable plastics 1 through 7 at all Convenience Centers (1 through 11).

Under "Section II.F. Marketing of Recyclable Materials":

Specifications of this contract will be amended to read:

3. OCC and Chipboard The Official Board Market Publication, also commonly referred to as the "Yellow Sheet", will be used to determine revenue sharing for the County by the Contractor. The price will be determined by the second issue as published by the Official Board Markets each month. The category used will be "Old Corrugated Containers," for the Southeast Region and the high side will be used as the index. The County shall receive 25% of the high side and no less than \$20.00 per ton from the Contractor for old corrugated cardboard and chipboard collected through the Wake County Convenience Center Program at Centers 1 through 11.

5. The Contractor shall pay the Wake County Solid Waste Management Enterprise Fund the following revenue for recyclable materials for the Wake County Convenience Center Program:

| <u>Item</u> | <u>Revenue</u> |
|---------------------------|---|
| (a) Glass (all colors) | Local market price |
| (b) Plastic 1-7 | No revenue |
| (c) Aluminum cans | Local market price |
| (d) Steel cans | \$20.00/Ton Processing Charge |
| (e) CCP paper | 25% of High of #6 News Yellow Sheet for the Southeast Region |
| (f) OCC/Chipboard (Loose) | 25% of High of "Old Corrugated Containers" for the Southeast Region |

Waste Industries will provide volume reports and calculations for all revenues paid.

6. The Contractor agrees to market all non-fibre material collected for recycling for the term of the contract as long as markets exist. Should individual markets deteriorate or become non-existent the County and Waste Industries will meet and mutually agree to a course of action. Recycled fibre (CCP Paper, OCC, chipboard) will have guaranteed markets until June 30, 2000 and may be extended depending on available markets for the duration of the initial contract term.

Under "Section III, Fee Schedule"

The fee schedule of this contract will be amended to read:

| <u>Item</u> | <u>Unit Price</u> |
|---|---------------------------------------|
| 1. Collection, transportation and disposal of solid waste from solid waste convenience centers, per mile of transportation distance, one way, from a convenience center to a designated disposal site, per each container hauled. | \$4.70 |
| 2. Rental of site equipment, site modifications and labor for operation of container sites seven (7) days per week, 72 hours weekly. | \$4,037.63 Per Site/Per Month |
| 3. Service of solid waste containers located at Convenience Centers 2,6,7. | \$33.33/Container Serviced |
| 4. Collection, transportation and marketing of recycled material collected at County Sites. | \$103.51/Per Container Serviced |
| 5. Rental on steel/plastic recycle containers | \$91.81/Per Container/Per Month |
| 6. Revenue from recycled material will be refunded to Wake County. | See Item#5 in Section II.F. |

| | |
|---|--|
| 7. Service of solid waste container located at Convenience Centers 8 and 9. | \$55.00/Per Container Serviced |
| 8. Monthly rental/Marathon RJ 575 HD Precrusher | \$1,443.00/Per Container Per Month |
| 9. Additional man hours | \$6.83/Per Regular Hour |

Currently the hourly wage paid by Waste Industries, Inc. for attendants is above the Federal Minimum Wage. Contractor intends to maintain this difference due to a competitive labor market and in order to maintain adequate and qualified attendants. County agrees that during the term of this contract to allow the Contractor to pass through additional labor expense incurred by the Contractor should the Federal Minimum Wage increase above the starting wage for convenience site attendants which is currently \$5.75 per hour.

Under "Section IV.J. Termination:

The General Conditions of this contract will be amended to read:

The County may terminate this contract immediately for unsatisfactory performance by the Contractor. The County or Contractor may terminate this entire contract or any portion thereof upon serving one hundred eighty (180) days written notice of such to the other party, for any other reason which the County or Contractor in its sole discretion, deems to be an appropriate reason for termination.

The first CPI increase will be effective July 1, 1999 and future CPI adjustments will be outlined in the Contract.

All other terms and conditions of this contract remain unchanged.

COUNTY OF WAKE

BY: *Richard K. ...*

Director Dept of Env Services
Title:

WASTE INDUSTRIES, INC.

BY: *Richard ...*

Vice President
Title:

ATTEST:

Jane L. Hawley
Admin. Services Coordinator
Title:

ATTEST:

Joseph ...
Title: *Asst. Sec.*

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

Carly ...
FINANCE OFFICER