

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE AGENDA



TUESDAY JUNE 28, 2022

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



Overture Walker
District 8
Chair



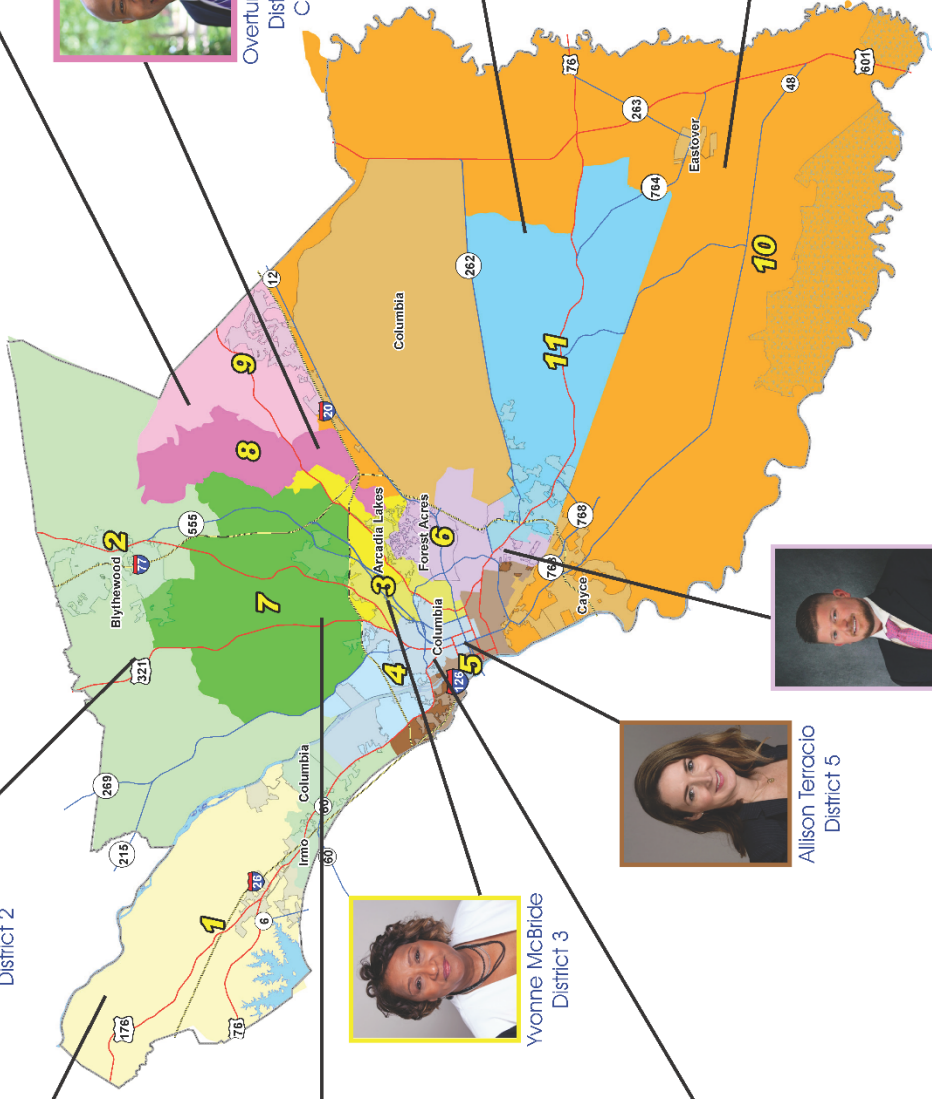
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair





**Richland County
Admin and Finance Committee**

AGENDA

June 28, 2022 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Bill Malinowski, Chair	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Joe Walker	The Honorable Jesica Mackey
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. May 24, 2022 [PAGES 6-8]

3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. I move to consider Riverbanks Parks Commission's petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens [O. WALKER - June 7, 2022] [PAGES 9-31]

 - b. Department of Public Works - Solid Waste & Recycling Division - Collection Area 2 Contract Amendment/ Extension [PAGES 32-68]

 - c. Department of Public Works - Solid Waste & Recycling Division - Collection Area 4 Contract Amendment/ Extension [PAGES 69-105]

 - d. Richland County Sheriff's Department - Additional School Resource Officer - Keenan High School [PAGES 106-110]

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED** The Honorable Bill Malinowski
 - a. Direct staff and CASA to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state

do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI - May 3, 2022]

- b.** Direct staff and legal to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90-day notice requirement pursuant to the agreement. The agreement in effect at that time was to have a fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGAs should also be worded as an annual agreement with up to so many extension years and the 90-day notice needs to be either reduced or more closely followed by staff [MALINOWSKI - May 3, 2022]

- c.** Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI - June 7, 2022]

6. ADJOURN

The Honorable Bill Malinowski



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
ADMINISTRATION AND FINANCE COMMITTEE
MINUTES
May 24, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Paul Livingston, Joe Walker (via Zoom) and Jessica Mackey

OTHERS PRESENT: Overture Walker, Gretchen Barron, Chakisse Newton, Cheryl English, Allison Terracio, Michelle Onley, Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Abhijit Deshpande, Dale Welch, Randy Pruitt, Steven Gaither, Kyle Holsclaw, Justin Landy, Bill Davis, Michael Maloney, Stacey Hamm, Jennifer Wladischkin, Tamar Black, Aric Jensen, Ashiya Myers, Angela Weathersby, Dante Roberts, Michael Byrd, John Ansell, Chris Eversmann, Syndi Castelluccio and Stephen Staley

1. **CALL TO ORDER** – Chairman Bill Malinowski called the meeting to order at approximately 6:00PM.

2. **APPROVAL OF MINUTES**

- a. Regular Session: March 22, 2022 – Ms. Mackey moved to approve the minutes as distributed, seconded by Mr. Livingston.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

3. **APPROVAL OF AGENDA** – Mr. Livingston moved to adopt the agenda as published, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, J. Walker, and Mackey

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. East Richland County Public Service District – Whitehouse Road 404 Hatchery and Genetic Management Plan (HGMP) Project – Mr. Leonardo Brown, County Administrator, stated staff is requesting to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District’s wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events. He noted the road leading to the plant is a County road. The concern is if there is a flooding event, and they are unable to reach the plant it will potentially impact Richland County residents.

Administration and Finance Committee
April 26, 2022

Mr. Livingston moved to forward to Council with a recommendation to approve staff's request to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District's wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events.

Mr. Malinowski made a substitute motion to forward to Council with a recommendation to provide 15% of the funding, which is approximately \$31,400.

The motion died for lack of a second.

In Favor: McBride, Livingston, J. Walker and Mackey

Opposed: Malinowski

The vote was in favor.

- b. Emergency Services – Emergency Medical Services Division – Purchase EMS Medical Equipment and Supplies for Budget Year 22-23 – Ms. McBride moved to forward to Council with a recommendation to approve the award of purchase orders for supplies and services needed for the uninterrupted operations of the Emergency Medical Services (EMS) Division beginning July 1, 2022, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

- c. Department of Public Works – Jim Hamilton – LB Owens Airport – Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services – Mr. Livingston moved to forward to Council with a recommendation to approve the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services, seconded by Ms. Mackey.

Mr. Malinowski inquired if we entering into negotiations or are we negotiating and awarding a contract.

Mr. Brown responded we are awarding an overall contract to Michael Baker, International and the subcontractors will be negotiated under that contract.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

- d. Department of Public Works – Engineering Division – Approval of award of Longreen Parkway Sidewalk Construction project – Ms. Mackey moved to forward to Council with a recommendation to approve the award of a contract for construction services for the Longreen Parkway Sidewalk to AOS Specialty Contractors in the amount of \$939,400.70 and approve a 15% construction contingency in the amount of \$140,910.10 which is included in the CTC approved budget, seconded by Mr. Livingston.

Mr. Malinowski requested in the future that the date of Council's approval be notated in the agenda documentation.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

Administration and Finance Committee

April 26, 2022

-2-

- e. Department of Public Works – Solid Waste and Recycling Division – Solid Waste & Recycling Collection Area 3 Contract Amendment – Ms. McBride moved to forward to Council with a recommendation to approve a contract amendment and extension for Collection Area 3 with Capital Waste Services, LLC, seconded by Mr. Livingston.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

- f. Department of Public Works – Solid Waste and Recycling Division – Solid Waste & Recycling Collection Area 5A Contract Amendment – Ms. Mackey moved to forward to Council with a recommendation to approve a contract amendment and extension for Collection Area 5A with Capital Waste Services, LLC, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

- g. Utilities – Closed-Circuit Television and Trailer Purchase – Mr. Livingston moved to forward to Council with a recommendation to purchase the closed-circuit television (CCTV) with trailer from Southern Vac to help maintenance staff with preventative maintenance of the Utilities sewer collection system assets, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

- h. County Administrator’s Office – Verizon Wireless Lease – Mr. Livingston moved to forward to Council with a recommendation to approve the renewal of the lease on behalf of Verizon Wireless, seconded by Ms. Mackey.

Mr. Malinowski suggested to include the payments for FY21 and FY22 in the lease renewal. He inquired if there much difference between the CPI and the 2.5% they want to utilize now.

Mr. Brown responded, in terms of the lease payments, it was communicated they would make the payments for FY21 and FY22.

Mr. Malinowski inquired if we can calculate the power consumption, so we can determined the amount we should be reimbursed.

Mr. Brown responded in the affirmative.

Mr. Malinowski noted, on p. 155, the language should read, “WHEREAS, the term of the Agreement expired on June 30, 2020...” He requested to be provided the language of “Paragraph 4” that was deleted.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

5. **ADJOURNMENT** – Ms. Mackey moved to adjourn, seconded by Mr. Livingston.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey.

The vote in favor was unanimous

The meeting adjourned at approximately 6:19 PM.

Administration and Finance Committee

April 26, 2022

-3-

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	May 18, 2022	Meeting Date:	June 28, 2022
Legal Review	Elizabeth McLean via email	Date:	May 19, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 19, 2022
Finance Review	Stacey Hamm via email	Date:	May 19, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Resolution for Public Hearing and Ordinance for Issuance Of General Obligation Bonds		

RECOMMENDED/REQUESTED ACTION:

Riverbanks Zoo recommends approval of the resolution for public hearing and first reading of the ordinance.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This action has no impact on Richland County Government operations.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

As a special purpose district that encompasses all of Richland County and Lexington County, the County Councils of both Richland and Lexington County must approve the uniform property tax millage levy for each of their respective counties.

MOTION OF ORIGIN:

I move to consider Riverbanks Parks Commission’s petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens.

Council Member	The Honorable Overture Walker, District 8
Meeting	Regular Session
Date	June 7, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The information attached describes the proposed amount, timing, structure and expected millage requirements for the issuance of approximately \$80 million general obligation bonds. As a special purpose district, County Council approval is required by both Richland and Lexington County. These levies will have no impact on the constitutional debt limits of either County.

ADDITIONAL COMMENTS FOR CONSIDERATION:

As of the writing this briefing, Lexington County Council had yet not held a public hearing and/or first reading of the proposed.

ATTACHMENTS:

1. Petition of Riverbanks Parks Commission - Issuance General Obligation Bonds
2. Resolution for Public Hearing Richland-Lexington County Riverbanks Parks District
3. Ordinance for Richland-Lexington County Riverbanks Park District General Obligation Bonds
4. First Tryon Advisors Discussion Document Riverbanks Zoo General Obligation Issue

May 3, 2022

Via Hand Delivery

Mr. Leonardo Brown
Richland County Administration Building
2020 Hampton Street, Suite 4069
P.O. Box 192
Columbia, South Carolina 29204


Re: Petition of Riverbanks Parks Commission –Issuance General Obligation Bonds

Dear Mr. Brown:

Enclosed is a Petition of Riverbanks Parks Commission approved at its meeting of May 3, 2022, seeking approval by the County Councils of Lexington and Richland Counties of the issuance of not exceeding \$80 million general obligation bonds of Riverbanks Parks District to make improvements at Riverbanks Zoo and Gardens. Our counsel will provide you with the forms of documents for consideration by Council.

Please do not hesitate to contact me should you have any questions regarding the enclosed.

Sincerely,



Thomas K. Stringfellow

Enclosure

PETITION OF RIVERBANKS PARKS COMMISSION TO THE GOVERNING BODIES OF RICHLAND COUNTY AND LEXINGTON COUNTY FOR PUBLIC HEARINGS PURSUANT TO ARTICLE 5, CHAPTER 11, TITLE 6, CODE OF LAWS OF SOUTH CAROLINA, 1976.

1. The Richland-Lexington Riverbanks Parks District (the "District") is a special purpose district created pursuant to the provisions of Act No. 1207 of the Acts and Joint Resolutions of the General Assembly of South Carolina of 1970, as amended, and is located within Richland and Lexington Counties.

2. In carrying out its functions and duties, the Riverbanks Park Commission (the "Commission"), the governing body of the District, has determined that a need exists at the present time to design, construct, renovate and equip certain improvements (collectively, the "Improvements") to the facilities of the District, such facilities known popularly as Riverbanks Zoo and Garden, as follows:

- a. New animal exhibits
- b. Saluda River Observation Deck with exhibits on West Campus
- c. Forest pathway access to West Campus
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus
- f. Upgrades to tiger exhibit
- g. Parking improvements
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities

3. It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of the renovation and expansion of existing structures and construction of new facilities. The Commission has found that the Improvements are necessary and desirable for the continued safe and orderly operation of Riverbanks Zoo and Garden and the enhancement of its status as a leading recreational, educational and tourist attraction.

4. In order to defray the costs of the Improvements, the District proposes to issue general obligation bonds of the District in a principal amount not exceeding \$80,000,000, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

5. The County Councils of Richland County, South Carolina and Lexington County, South Carolina, the governing bodies of Richland County and Lexington County, respectively (the "County Councils"), are empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly (now codified as Article 5, Chapter 11, Title 6, Code of Laws of South Carolina 1976, Sections 6-11-810 through 6-11-1040, inclusive) (hereinafter referred to as the "Enabling Act") to authorize the issuance of general obligation bonds pursuant to the provisions of the Enabling Act.

6. Pursuant to Section 6-11-830 of the Enabling Act, if the County Councils, upon petition of the Commission, determine that it may be in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the County Councils may each order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

Wherefore, the Commission prays that the County Councils each order a public hearing to be held in Richland County and Lexington County, respectively, on the question of authorizing the issuance of not exceeding \$80,000,000 principal amount of general obligation bonds of the District, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine, in order to defray the costs of the Improvements and costs of issuance of such bonds.

RIVERBANKS PARKS COMMISSION

By: 
Chair, Riverbanks Parks Commission

Attest:


Secretary, Riverbanks Parks Commission

May 3, 2022

A RESOLUTION

CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$80,000,000 OF GENERAL OBLIGATION BONDS OF RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT, SOUTH CAROLINA AND TO PROVIDE FOR THE PUBLICATION OF THE NOTICE OF SUCH HEARING.

BE IT RESOLVED, by the Richland County Council (the “County Council”), the governing body of Richland County, South Carolina (the “County”):

WHEREAS, the County Council is empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly entitled:

“AN ACT TO AUTHORIZE THE GOVERNING BODIES OF ALL COUNTIES OF THE STATE WHEREIN EXIST SPECIAL PURPOSE DISTRICTS CREATED PRIOR TO MARCH 7, 1973, TO ISSUE BONDS OF SUCH DISTRICTS IN FURTHERANCE OF POWERS EXISTING IN SUCH DISTRICTS AS OF MARCH 7, 1973; TO PROVIDE THE PROCEDURES PURSUANT TO WHICH SUCH BONDS MAY BE ISSUED; TO PRESCRIBE THE TERMS AND CONDITIONS UNDER WHICH BONDS MAY BE ISSUED AND THEIR PROCEEDS EXPENDED; TO MAKE PROVISION FOR THE PAYMENT OF SUCH BONDS AND TO VALIDATE ALL BONDS OF SUCH DISTRICTS ISSUED OR SOLD PRIOR TO THE EFFECTIVE DATE OF THIS ACT.”

approved July 9, 1974, as amended (the “Enabling Act”), to authorize the governing body of any special purpose district created prior to March 7, 1973 and located in whole or in part within the County to issue general obligation bonds of such special purpose district, the proceeds of which shall be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

WHEREAS, the Richland-Lexington Riverbanks Parks District (the “District”), a special purpose district created prior to March 7, 1973 (having been created by Act No. 1207 of the Acts of the General Assembly of the State of South Carolina for the year 1970, as amended) and located within the Counties of Richland and Lexington with the function of planning, establishing, developing, constructing, enlarging, improving, maintaining, equipping, staffing, operating, regulating, and protecting public recreational and zoo facilities within the territory in the counties of Richland and Lexington contiguous to the Saluda River and the Congaree River from Highway I-26 on the north to Granby Locks on the South, has, by its governing body, the Riverbanks Parks Commission (the “Commission”), petitioned the County Council to authorize the issuance of not exceeding \$80,000,000 principal amount of general obligation bonds of the District in order to raise moneys to defray the costs of the following improvements to the facilities of the District, such facilities being popularly known as Riverbanks Zoo and Gardens:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

WHEREAS, the County Council is now minded to proceed in accordance with the provisions of the Enabling Act with respect to the issuance of such general obligation bonds.

Section 1. The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the foregoing improvements, and in that connection hereby orders a public hearing to be held upon the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District.

Section 2. A public hearing shall be held on the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District in the County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, beginning at _____ p.m. on the _____ day of _____, 20___. A Notice of Public Hearing substantially in the form attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in *The State*, a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

Section 3. The aforesaid hearing shall be conducted publicly at the time and place above stated, and both proponents and opponents of the proposed bond issue shall be given a full opportunity to be heard in person or by counsel.

Section 4. Following the above aforesaid public hearing, the County Council will determine whether and to what extent the proposed bonds should be issued. If the County Council determines that the proposed bonds should be issued, County Council shall authorize the issuance of such bonds by Ordinance, which Ordinance may be given first and second readings prior to the aforesaid public hearing.

Section 5. The Chairman of the County Council is hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Enabling Act.

DONE AT COLUMBIA, SOUTH CAROLINA, this _____ day of _____, 20__.

(SEAL)

Chairman, Richland County Council

Attest:

Clerk, Richland County Council

**NOTICE OF PUBLIC HEARING
ON THE PROPOSED ISSUE OF NOT EXCEEDING \$80,000,000
PRINCIPAL AMOUNT GENERAL OBLIGATION BONDS OF
RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT**

The Richland County Council (the “County Council”), the governing body of Richland County, South Carolina (the “County”), has determined that it may be in the interest of the Richland-Lexington Riverbanks Parks District (the “District”) to raise moneys to defray the costs of the following improvements to the facilities of the District, such facilities being popularly known as Riverbanks Zoo and Garden:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

(collectively, the “Improvements”). It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of renovation and expansion of existing structures and construction of new facilities. The District, through the Riverbanks Parks Commission, its governing body (the “Commission”), proposes to defray the cost of the Improvements through the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District (the “Bonds”).

Accordingly, County Council has ordered a public hearing to be held upon the question of the issuance of the proposed Bonds in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly, as amended (the “Enabling Act”). Notice is hereby given that a public hearing will be held in the County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, beginning at _____ p.m. on the _____ day of _____, 20____, on the question of the issuance of the Bonds.

For the payment of principal and interest of the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied on all taxable property within the District ad valorem taxes in an amount sufficient to pay said principal and interest and to create such sinking fund. The Bonds would be issued to defray the cost of the Improvements and issuance costs. The Commission has advised County Council that Improvements are necessary and desirable for the continued safe and orderly operation of Riverbanks Zoo and Garden and the enhancement of its status as a leading recreational, educational and tourist attraction.

The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the proposed Bonds should be issued and may thereupon authorize the Commission to issue the Bonds to the extent it shall be found necessary.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the Richland County Council, Richland County, South Carolina (the “County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the County Council at a meeting duly called and held on the ____ day of _____, 2022, at which meeting a quorum of the County Council was present, and voted in favor of the adoption thereof.

As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of meetings (showing the date, time and place of the meetings) of the County Council of the County is posted in the administrative offices of the County, posted on the County’s publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for the meeting at which the attached Resolution was voted upon, and the agenda as so posted contained as an item the consideration of the attached Resolution by the County Council.

The original of the attached Resolution is duly entered in the permanent records of said Council in my custody as such Clerk of County Council.

The Resolution is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of this County, this ____ day of _____, 2022.

(SEAL)

Clerk, Richland County Council, South Carolina

AN ORDINANCE

FINDING THAT THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT MAY ISSUE NOT EXCEEDING \$80,000,000 PRINCIPAL AMOUNT GENERAL OBLIGATION BONDS; TO AUTHORIZE THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

WHEREAS, by action previously taken, the County Council of Richland County, the governing body of Richland County, South Carolina (the "County Council"), ordered that a public hearing on the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District be held in the Richland County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, at _____ [a.m./p.m.] on _____, 20__, and notice of such hearing has been duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly approved July 9, 1974, now codified as Article 5 of Chapter 11 of Title 6 (Sections 6-11-810 through 6-11-1050, inclusive) (the "Enabling Act"), to make a finding as to whether not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District (the "District") should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council of Richland County in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. On the basis of the facts adduced at the public hearing held on _____, 2022, it is found and determined that the District, acting through the Riverbanks Parks Commission (the "Commission"), its governing body, should be authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District.

Section 3. The County Council finds that the Commission should issue general obligation bonds of the District in an aggregate principal amount not exceeding \$80,000,000 as a single issue or from time to time as several separate issues, as the Commission shall determine.

Section 4. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in an aggregate principal amount of not exceeding \$80,000,000 (the "Bonds") as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of the following improvements to the facilities of the District:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal of and interest on the Bonds as they respectively mature, and to create such sinking fund.

Section 5. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in Exhibit A attached hereto. Such notice shall be published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County.

Section 6. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 7. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, general obligation bonds of the District in the aggregate principal amount of not exceeding \$80,000,000.

DONE AT COLUMBIA, SOUTH CAROLINA, this _____ day of _____, 2022.

(SEAL)

Chairman, County Council of Richland County,
South Carolina

Attest:

Clerk, County Council of
Richland County

First Reading: _____, 20__

Second Reading: _____, 20__

Public Hearing: _____, 20__

Third Reading: _____, 20__

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NOTICE PURSUANT TO SECTION 6-11-870
CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Notice is hereby given pursuant to the provisions of Section 6-11-870 Code of Laws of South Carolina, 1976 and following a public hearing held on _____, 2022, that the County Council of Richland County has found that:

The Richland-Lexington Riverbanks Parks District (the “District”) created by Act No. 1207 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1970, as amended, acting through the Riverbanks Parks Commission, its governing body, has been authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District (the “Bonds”), either as a single issue or as several separate issues, for the purpose of defraying the cost of the following improvements to the facilities of the District, such facilities known popularly as Riverbanks Zoo and Garden, as follows:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

(collectively, the “Improvements”). It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of renovation and expansion of existing structures and construction of new facilities.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal and interest and to create such sinking fund. The District consists of the entire area of Richland County and Lexington County. No election has been ordered in the District upon the question of the issuance of the Bonds.

Any person affected by the action aforesaid of the County Council of Richland County may by action de novo instituted in the Court of Common Pleas for Richland County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Richland County.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the County Council of Richland County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings.

That each of said meetings was duly called, and all members of the County Council were notified of the same, and that a majority of County Council remained throughout the proceedings incident to the adoption of this Ordinance.

As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of each of the said meetings (showing the date, time and place of the meetings) of the County Council of the County was posted in the administrative offices of the County, posted on the County's publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for each meeting at which this Ordinance was voted upon, and each agenda as so posted contained as an item the consideration of this Ordinance by the County Council.

The original of this Ordinance is duly entered in the permanent records of the County Council, in my custody as such Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this ____ day of _____, 2022.

(SEAL)

Clerk to County Council,
Richland County, South Carolina

First Reading: _____, 2022

Second Reading: _____, 2022

Public Hearing: _____, 2022

Third Reading: _____, 2022

RIVERBANKS ZOO & GARDEN

columbia south carolina



WALTER GOLDSMITH, Managing Director

6101 Carnegie Blvd., Suite 210

Charlotte, NC 28209

Office: (704) 926-2453

Email: wgoldsmith@firsttryon.com

ROBERT HOBSON, Managing Director

6101 Carnegie Blvd., Suite 210

Charlotte, NC 28209

Office: (704) 926-2982

Email: rhobson@firsttryon.com

Introduction

Overview

- Riverbanks Zoo & Garden (the “Zoo”) is currently in the planning phase for an approximately \$80 million General Obligation Bond issue (the “2022 Bonds”) to finance various capital improvements.
- The bonds will be backed by the full faith and credit and taxing power of the Zoo’s owner, the Richland-Lexington Riverbanks District (the “District”), a special purpose district which encompasses all of Richland County and Lexington County. Specifically, debt service payments will, as required by South Carolina law, be provided through a uniform property tax millage levy across the entire District. As of March 1, 2022, approximately 56% of the assessed value of the District is in Richland County and approximately 44% in Lexington County.
- Bonds issued by the District have no impact on the constitutional debt limits of either County.

2022 Bonds Financing Assumptions

- Aggregate level debt service (principal and interest) payments throughout the 20-year amortization of the 2022 Bonds.
- Closing date: September 27, 2022.

Estimated Debt Service and Millage Requirement (District-Wide)

- The estimated annual millage requirement for the 2022 Bonds is less than 2 mills.
- As the value of a mill grows (assumed to grow at 1% per year) in the District, the millage requirement gradually decreases.

County	AV (FY 2021)
Richland	1,795,111,528
Lexington	1,384,305,540

2021 Value of a Mill (\$)
3,179,417

Calendar Year End	General Obligation Bonds, Series 2022 (Level Debt Service)					Estimated Value of a Mill	Est. Millage Requirement (2022 Bonds)
	Principal	Interest	Debt Service	Debt Service Fund	Net Debt Service		
2023	2,785,000	3,264,571	6,049,571	2,779,957	3,269,614	3,211,211	1.02
2024	2,560,000	3,390,494	5,950,494	-	5,950,494	3,243,323	1.83
2025	2,690,000	3,259,244	5,949,244	-	5,949,244	3,275,757	1.82
2026	2,830,000	3,121,244	5,951,244	-	5,951,244	3,308,514	1.80
2027	2,975,000	2,976,119	5,951,119	-	5,951,119	3,341,599	1.78
2028	3,125,000	2,823,619	5,948,619	-	5,948,619	3,375,015	1.76
2029	3,285,000	2,663,369	5,948,369	-	5,948,369	3,408,765	1.75
2030	3,455,000	2,494,869	5,949,869	-	5,949,869	3,442,853	1.73
2031	3,630,000	2,317,744	5,947,744	-	5,947,744	3,477,282	1.71
2032	3,820,000	2,131,494	5,951,494	-	5,951,494	3,512,054	1.69
2033	4,015,000	1,935,619	5,950,619	-	5,950,619	3,547,175	1.68
2034	4,210,000	1,740,519	5,950,519	-	5,950,519	3,582,647	1.66
2035	4,390,000	1,557,994	5,947,994	-	5,947,994	3,618,473	1.64
2036	4,570,000	1,378,794	5,948,794	-	5,948,794	3,654,658	1.63
2037	4,760,000	1,192,194	5,952,194	-	5,952,194	3,691,205	1.61
2038	4,950,000	997,994	5,947,994	-	5,947,994	3,728,117	1.60
2039	5,155,000	795,894	5,950,894	-	5,950,894	3,765,398	1.58
2040	5,370,000	582,038	5,952,038	-	5,952,038	3,803,052	1.57
2041	5,595,000	355,884	5,950,884	-	5,950,884	3,841,082	1.55
2042	5,830,000	120,244	5,950,244	-	5,950,244	3,879,493	1.53
Total	80,000,000	39,099,936	119,099,936	2,779,957	116,319,980		

Assumptions: (1) Market conditions estimated as of May 10, 2022; (2) Principal upsized in first year to deplete bond issue premium; (3) Value of mill estimated to grow at 1% per year based on 2021 value; (4) Preliminary; subject to change.

Estimated Debt Service and Millage Requirement including Existing G.O. Debt and New G.O. Debt (District-Wide)

- The estimated annual millage requirement for the 2020 Bonds and 2022 Bonds ranges from 1.81 mills in 2023 to 2.63 in 2024.
- As the value of a mill grows (assumed to grow at 1% per year) in the District, the millage requirement gradually decreases.

County	AV (FY 2021)
Richland	1,795,111,528
Lexington	1,384,305,540

2021 Value of a Mill (\$)	3,179,417
---------------------------	-----------

Calendar Year End	2020 G.O. Bonds	General Obligation Bonds, Series 2022 (Level Debt Service)					Est. Millage	
	Principal & Interest	Principal	Interest	Debt Service	Debt Service Fund	Net Debt Service	Estimated Value of a Mill	Requirement (2020 and 2022 Bonds)
2023	2,536,211	2,785,000	3,264,571	6,049,571	2,779,957	3,269,614	3,211,211	1.81
2024	2,571,075	2,560,000	3,390,494	5,950,494	-	5,950,494	3,243,323	2.63
2025	2,648,285	2,690,000	3,259,244	5,949,244	-	5,949,244	3,275,757	2.62
2026	2,674,884	2,830,000	3,121,244	5,951,244	-	5,951,244	3,308,514	2.61
2027	2,703,278	2,975,000	2,976,119	5,951,119	-	5,951,119	3,341,599	2.59
2028	2,723,501	3,125,000	2,823,619	5,948,619	-	5,948,619	3,375,015	2.57
2029	2,750,545	3,285,000	2,663,369	5,948,369	-	5,948,369	3,408,765	2.55
2030	2,833,829	3,455,000	2,494,869	5,949,869	-	5,949,869	3,442,853	2.55
2031	2,857,353	3,630,000	2,317,744	5,947,744	-	5,947,744	3,477,282	2.53
2032	2,888,548	3,820,000	2,131,494	5,951,494	-	5,951,494	3,512,054	2.52
2033	2,911,397	4,015,000	1,935,619	5,950,619	-	5,950,619	3,547,175	2.50
2034	-	4,210,000	1,740,519	5,950,519	-	5,950,519	3,582,647	1.66
2035	-	4,390,000	1,557,994	5,947,994	-	5,947,994	3,618,473	1.64
2036	-	4,570,000	1,378,794	5,948,794	-	5,948,794	3,654,658	1.63
2037	-	4,760,000	1,192,194	5,952,194	-	5,952,194	3,691,205	1.61
2038	-	4,950,000	997,994	5,947,994	-	5,947,994	3,728,117	1.60
2039	-	5,155,000	795,894	5,950,894	-	5,950,894	3,765,398	1.58
2040	-	5,370,000	582,038	5,952,038	-	5,952,038	3,803,052	1.57
2041	-	5,595,000	355,884	5,950,884	-	5,950,884	3,841,082	1.55
2042	-	5,830,000	120,244	5,950,244	-	5,950,244	3,879,493	1.53
Total	30,098,905	80,000,000	39,099,936	119,099,936	2,779,957	116,319,980		

Assumptions: (1) Market conditions estimated as of May 10, 2022; (2) Principal upsized in first year to deplete bond issue premium; (3) Value of mill estimated to grow at 1% per year based on 2021 value; (4) Preliminary; subject to change.

Projected Impact to Taxpayers

Estimated Cost to Taxpayer

- Annual cost: owner-occupied \$100,000 home
 - 2023: \$4.07
 - 2024-2042: Gradually decreases from \$7.34 in 2024 to \$6.14 in 2042

Taxpayer Cost Assumptions

- Assumes 1% per year growth in value of a mill

Calendar Year End	Estimated Millage Requirement	Annual Taxpayer Cost (Based on \$100,000 Home)
2023	1.02	\$4.07
2024	1.83	\$7.34
2025	1.82	\$7.26
2026	1.80	\$7.20
2027	1.78	\$7.12
2028	1.76	\$7.05
2029	1.75	\$6.98
2030	1.73	\$6.91
2031	1.71	\$6.84
2032	1.69	\$6.78
2033	1.68	\$6.71
2034	1.66	\$6.64
2035	1.64	\$6.58
2036	1.63	\$6.51
2037	1.61	\$6.45
2038	1.60	\$6.38
2039	1.58	\$6.32
2040	1.57	\$6.26
2041	1.55	\$6.20
2042	1.53	\$6.14
Total		

Proposed Timeline for Necessary Richland County Approvals

- Key dates and actions:
 - **June 7:** Adoption of Resolution Calling for Public Hearing and 1st Reading of Ordinance
 - **June 28:** Committee Review
 - **July 12:** Public Hearing and 2nd Reading of Ordinance
 - **July 19:** 3rd Reading of Ordinance

- Based on the timeline and steps listed above (with Lexington County following a similar schedule in accordance with its meeting dates), the 2022 Bonds are scheduled to be sold on August 31st and close on September 27.

Disclaimer

The practice known as “First Tryon Advisors” includes two SEC-registered Municipal Advisors: First Tryon Securities, LLC d/b/a First Tryon Advisors (“FTSLLC”) and First Tryon Advisors, LLC d/b/a Wye River Group (“FTALLC”). FTSLLC is a member FINRA and SIPC and an MSRB Registrant; FTALLC is an MSRB Registrant.

This communication is for informational purposes only and should not be construed as an offer or solicitation to sell or buy any securities. This material does not provide tax, regulatory, accounting, or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory, and accounting characteristics and consequences, of the proposed transaction.

Any proposal included in this communication is confidential information of First Tryon Advisors and is solely for the benefit of the recipient(s), and the recipient(s) is (are) not authorized to sell, redistribute, forward or deliver this communication to any other person without the prior written consent of First Tryon Advisors.

The statements within this material constitute the views, perspective and judgment of First Tryon Advisors at the time of distribution and are subject to change without notice. First Tryon Advisors gathers its data from sources it considers reliable; however, it does not guarantee the accuracy or completeness of the information provided within this communication. The material presented reflects information known to First Tryon Advisors at the time this communication was prepared, and this information is subject to change without notice. First Tryon Advisors makes no warranties regarding the accuracy of this material.

Any forecasts, projections, or predictions of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or performance. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes only to simplify the presentation and/or calculation of any projections or estimates, and First Tryon Advisors does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated projections will be realized or that actual performance results will not materially differ from those estimated herein.

Neither FINRA nor any other regulatory organization endorses, indemnifies, or guarantees First Tryon Advisors business practices, selling methods, any class or type of securities offered, or any specific security.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	June 1, 2022	Meeting Date:	June 28, 2022
Legal Review	Patrick Wright via email	Date:	June 9, 2022
Budget Review	Abhijit Deshpande via email	Date:	June 9, 2022
Finance Review	Stacey Hamm via email	Date:	June 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Solid Waste & Recycling Collection Area 2 Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 2 with GFL Environmental, Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, GFL Environmental, Inc. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This negotiation is consistent with the County Procurement Ordinance.

MOTION OF ORIGIN:

There is no associated motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with GFL Environmental, Inc. Those negotiations achieved a favorable result for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collection program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

ATTACHMENTS:

1. Area 2 Contract Amendment
2. Area 2 Existing Contract
3. Area 2 Collection Area map

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

AMENDMENT TO SERVICE AREA # 2
COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this _____ day of _____, 2022, by and between GFL Environmental Inc. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area #2 Collections Agreement and Contract, dated June 22, 2018 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until September 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two (2), one (1) year term for a maximum extension to September 30, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 2:

2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.

2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.

2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O. R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$43.20 per customer per month. These new rates become effective on October 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All **spills** shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SCDHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

In all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

GFL Environmental Inc.

By: _____ By: _____

Authorized signature

Authorized signature

Print/Type Name

Print/Type Name

SERVICE AREA #2 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 22nd day of June, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Industries LLC, whose address is 3301 Benson Drive, Suite 601, Raleigh, NC 27609, hereinafter referred to as "Contractor". This Contract shall become effective April 1, 2018. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #2.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Industries LLC."
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #2 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate

family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or

- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
 - 1) The proposal for the modification;
 - 2) The discussions conducted on the proposal(s), including those related to negotiating;
 - 3) Pricing of the modification; or
 - 4) Performance of the modification.
- C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period,

5 of 29

INITIALS: COUNTY S.Y. <WI> AD

the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material:

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

6 of 29

INITIALS: COUNTY S.Y. <WI> Tb

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally

7 of 29

INITIALS: COUNTY ay <WI> Tld

in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Waste Industries LLC, 3301 Benson Drive, Suite 601, Raleigh, NC 27609*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2022, commencing April 1, 2018, unless Contract

is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #2 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;

- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:
The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility
Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #2.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #2 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. INDEPENDENT CONTRACTOR:

It is understood that the Contractor's relationship with the County for the purpose of this Agreement is that of an Independent Contractor, and nothing in this Agreement is intended to, or should be construed to create a legal partnership, joint venture or active employment relationship with the County. Contractor will not be entitled to benefits which the County may make available to its employees. Contractor is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and work; for supplies, goods, equipment, tools and receipt of fees under this Agreement. No part of Contractor's compensation will be subject to 1099 and any other information with the Internal Revenue Service as required by law.

It is understood that this is not an exclusive contract with the County and Contractor may work from time to time for other clients.

The County shall appoint and designate an employee of the County that the Contractor shall communicate with and report to for all activities related to this project assignment. All project assignments, communications, reports and scheduling shall be made through this designated person.

34. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

35. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- o TIN _____
- o TIN has been applied for.
- o TIN is not required because:

- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

36. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

37. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Waste Industries LLC during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #2

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or

contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective April 1, 2018 and expires on December 31, 2022


Waste Industries LLC

Print/Type Name of Agent: Ted Habets

Title of Agent: Regional Vice President

Authorized Agent Signature:  Date: 6/19/18

Print/Type Name of Attestor: Ladatri C Long

Signature of Attestor:  Date: 6/19/18

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Sandra Yudice, Ph.D
Assistant County
Administrator

Title of Agent:

Authorized Agent Signature:  Date: 6/22/2018

Print/Type Name of Attestor:


Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

14 of 29

Richland County Attorney's Office

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

INITIALS: COUNTY 

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #2

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #2 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.
- 4) Bulk items and yard waste will be collected by same truck, at the same time and delivered

comingled to the County approved disposal site. Bulk items and yard waste shall be collected on the yard waste collection day, every other week opposite the regular recycling week.

- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
- 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.

B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.

- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
- 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
- 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

C. Recyclables shall be collected pursuant to the following conditions:

- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
- 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
- 3) Recyclables shall be collected using roll carts designated by the COR.

D. Bulk items shall be collected once every two weeks on a schedule approved by the COR for residents and approved small businesses and shall be performed as follows:

- 1) No more than four (4) bulk items shall be collected each collection day from a location eligible for curbside service.
- 2) Bulk items placed adjacent to the curb no later than 7am on the bulk item collection day shall be collected.
- 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- 5) All residential bulk items shall be transported to the County designated disposal or recycling facility at no charge to the Contractor.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs or three 39-gallon bags) placed with the yard waste.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 shall be adjusted monthly by the COR to account for additions and deletions of

18 of 29

INITIALS: COUNTY Sj <WI> FL

- eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
 - D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
 - E. Payment will not be made for collection, transportation and disposal services other than County approved services;
 - F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
 - G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
 - H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #2:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #2	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$ 19.97 curbside service \$ 35.65 backyard service
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment to the Unit Collection Rate effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	

For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be once every other week. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Waste Industries so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal

conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #2 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with

21 of 29

INITIALS: COUNTY S.Y. <WI> TH

sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and

the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake

directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offence - \$500.00
 - Third offense - \$1,000.00

This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard

27 of 29

INITIALS: COUNTY S.Y. <WI> TH

waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

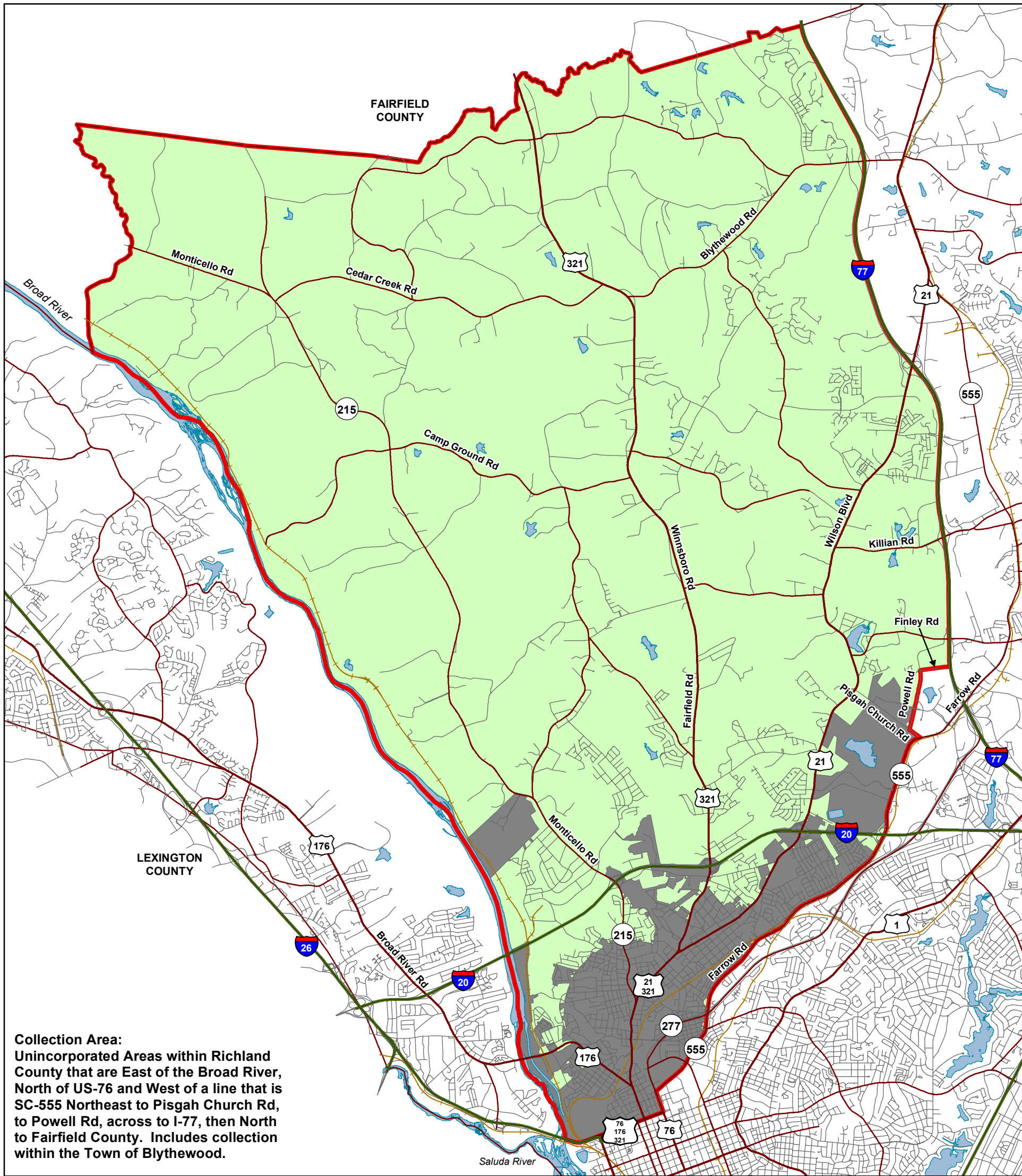
Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award


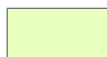

thereof upon mutual agreement of the County and the successful Contractor where:

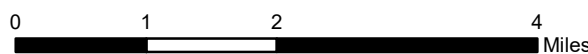
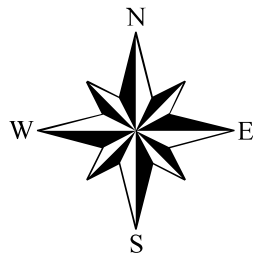
- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 2



Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land



PUBLIC WORKS

FEBRUARY 2022

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	June 1, 2022	Meeting Date:	June 28, 2022
Legal Review	Patrick Wright via email	Date:	June 9, 2022
Budget Review	Abhijit Deshpande via email	Date:	June 9, 2022
Finance Review	Stacey Hamm via email	Date:	June 9, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Solid Waste & Recycling Collection Area 4 Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 4 with GFL Environmental, Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, GFL Environmental, Inc. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This negotiation is consistent with the County Procurement Ordinance.

MOTION OF ORIGIN:

There is no associated motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with GFL Environmental, Inc. Those negotiations achieved a favorable result for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collection program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

ATTACHMENTS:

1. Area 4 Contract Amendment
2. Area 4 Existing Contract
3. Area 4 Collection Area map

STATE OF SOUTH CAROLINA

AMENDMENT TO SERVICE AREA # 4
COLLECTIONS AGREEMENT

COUNTY OF RICHLAND

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this ___ Day of __ ____, 2022, by and between GFL Environmental Inc. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area # 4 Collections Agreement and Contract, dated December 10, 2019 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on - - - - - Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until September 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two, one (1) year term for a maximum extension to September 30, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 4:

2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.

2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.

2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$ 43.20 per customer per month. These new rates become effective on October 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All spills shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SCDHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart in all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

GFL Environmental Inc.

By: _____

By: _____

Authorized signature

Authorized signature

Print/Type Name

Print/Type Name

SERVICE AREA 4 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 10th day of December, 2019, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Industries, LLC, whose address is 3301 Benson Drive, Suite 601, Raleigh, NC 27609, hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2020. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 4.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

- A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.
- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Industries, LLC."
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

INITIALS: COUNTY tbl <W/> [Signature]

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area 4 provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate

2 of 29

INITIALS: COUNTY 700 <WI> at

family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or

3 of 29

INITIALS: COUNTY JCS <WI> JK

- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

4 of 29

INITIALS: COUNTY JAS <WI> JAT

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period,

5 of 29

INITIALS: COUNTY Job <WI> Job

the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance; and,
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally

7 of 29

INITIALS: COUNTY JTB <WI> JTB

in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Waste Industries, LLC, 3301 Benson Drive, Suite 601, Raleigh, NC 27609*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five percent (25%) of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2024, commencing January 1, 2020, unless

8 of 29

INITIALS: COUNTY JCH <WI> JLH

Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS.

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area 4 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;

- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:
The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility
Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area 4.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area 4 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, the County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between

11 of 29

INITIALS: COUNTY JKB <WI> JLH

any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.
- D. Taxpayer Identification Number (TIN).
- o TIN _____
 - o TIN has been applied for.
 - o TIN is not required because:
 - o Contractor is an agency or instrumentality of a foreign government;
 - o Contractor is an agency or instrumentality of the Federal Government.
- E. Type of organization.
- o Sole proprietorship;
 - o Partnership;
 - o Corporate entity (not tax-exempt);
 - o Corporate entity (tax-exempt);
 - o Government entity (Federal, State, or local);
 - o Other _____
- F. Common parent.
- o Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
 - o Name and TIN of common parent:

12 of 29

INITIALS: COUNTY JM <WI> STJ

- o Name _____
- o TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Waste Industries, LLC, during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA 4

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2020 and expires on December 31, 2024.

Waste Industries, LLC

Print/Type Name of Agent: Ted Habet S

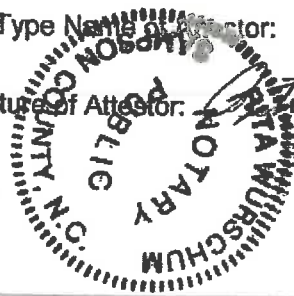
Title of Agent: Regional Vice President

Authorized Agent Signature:  Date: 11/22/19

Print/Type Name of Attestor: Rita Wurschum

Signature of Attestor:  Date: 11/22/19

SEAL



(Must be notarized by a Notary Public)

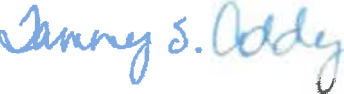
RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Leonardo Brown

Title of Agent: County Administrator

Authorized Agent Signature:  Date: 12/6/19

Print/Type Name of Attestor: Tammy S. Addy

Signature of Attestor:  Date: 12/10/19

SEAL

(Must be notarized by a Notary Public)

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA 4

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area 4 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.
- 4) Bulk items and yard waste may be collected by same truck, at the same time and delivered

15 of 29

INITIALS: COUNTY Jan <WI> JD

comingled to the County approved disposal site.

- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
 - 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) The number of bulk items collected during each scheduled appointment shall be limited to four items.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.

16 of 29

INITIALS: COUNTY *fel* <WI> *fel*

- 5) All bulk items shall be transported to the County designated disposal or recycling facility.
- 6) Contractors shall not charge households for any appointment.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; remodeling debris s not deemed incidental;
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area 4 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area 4 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;

18 of 29

INITIALS: COUNTY  <WI> 

- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
- G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area 4:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area 4	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$23.42
Backyard Service Rate	1.785 times the curbside garbage roll cart rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment to the Unit Collection Rate effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.	

INITIALS: COUNTY JAB <WI> [Signature]

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be by appointment. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Waste Industries, LLC, so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract .

20 of 29

INITIALS: COUNTY JAA <WI> RET

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area 4 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

21 of 29

INITIALS: COUNTY JAS <WI> CLT

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

23 of 29

INITIALS: COUNTY Jed <WI> JL

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

24 of 29

INITIALS: COUNTY <WI>

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition

25 of 29

INITIALS: COUNTY MM <WI> CL

and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be

26 of 29

INITIALS: COUNTY Jed <WI> JK

extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract

- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract

- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.

- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.

- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.

- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.

- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.

- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
 - First offense - \$1,000.00
 - Second offense - \$2,000.00
 - Third offense - \$5,000.00

27 of 29

INITIALS: COUNTY 7/10 <WI> af

- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the fines from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 years and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;

28 of 29

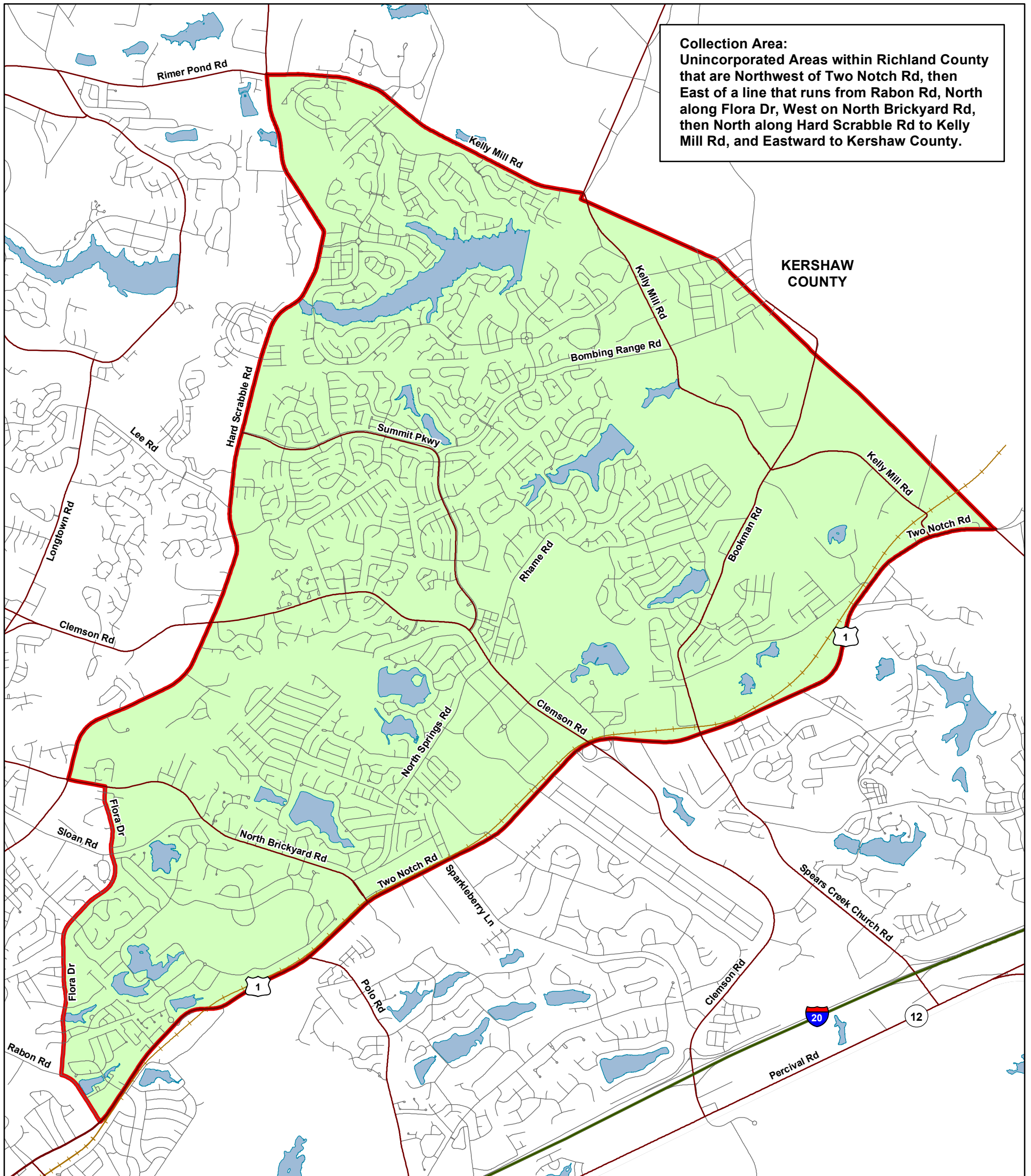
INITIALS: COUNTY  <WI> 

- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

29 of 29

INITIALS: COUNTY *Tab* <WI> *PM*

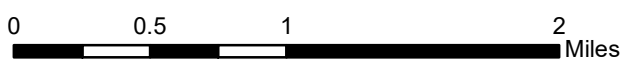
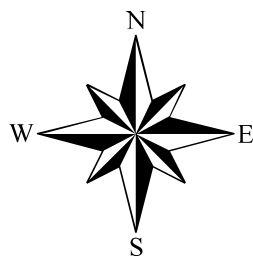
Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 4



Collection Area:
Unincorporated Areas within Richland County that are Northwest of Two Notch Rd, then East of a line that runs from Rabon Rd, North along Flora Dr, West on North Brickyard Rd, then North along Hard Scrabble Rd to Kelly Mill Rd, and Eastward to Kershaw County.

Legend

- Collection Area Boundary
- Collection Area
- No Collection - Municipality or Federal Land



PUBLIC WORKS

FEBRUARY 2022

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Harry J. Polis, Jr.		Title:	Deputy Chief
Department:	Sheriff	Division:	Operations	
Date Prepared:	June 13, 2022	Meeting Date:	June 28, 2022	
Legal Review	Patrick Wright via email		Date:	June 20, 2022
Budget Review	Abhijit Deshpande via email		Date:	June 16, 2022
Finance Review	Stacey Hamm via email		Date:	June 14, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Additional School Resource Officer - Keenan High School			

RECOMMENDED/REQUESTED ACTION:

Richland School District One has requested an additional School Resource Officer to be placed at Keenan High School.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Total cost for personnel and equipment in the first year is \$141,974.71.

Total cost in subsequent years is estimated to be \$84,863.51.

Richland School District One has agreed to cover all expenses related to adding the school resource officer to Keenan High School.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The Sheriff is asking County Council to agree with the acceptance of Richland County School District One's request to place an additional school resource officer at Keenan High School, beginning with the 2022/2023 school year. Keenan High School presently has one school resource officer assigned to the school. It is common practice to have at least two school resource officers present in a high school setting. Richland School District One has agreed to cover the costs associated with the addition of one school resource officer at 100%.

This request was not included in the original RCSD budget requests for FY23 because School District One did not make their desire to add a school resource officer known until after budget requests were submitted to administration.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Signed Memorandum of Agreement from Richland County School District One
2. Cost Analysis

Richland County Sheriff's Department

By: _____ Date: _____

Leon Lott, Sheriff

	1st Year	2nd Year
Salary - Starting SRO Salary plus 4%	\$ 44,586.88	\$ 44,586.88
FICA (7.65%)	\$ 3,410.90	\$ 3,410.90
PORS (20.24%)	\$ 9,024.38	\$ 9,024.38
Workers Comp (3.46%)	\$ 1,542.71	\$ 1,542.71
Health, Dental, Vision & Life Insurance	\$ 16,704.84	\$ 16,704.84
Total Salary - Annual	\$ 75,269.71	\$ 75,269.71
Operating Cost	\$ 26,705.00	\$ 9,593.85
Vehicle Cost	\$ 40,000.00	\$ -
Total Cost	\$ 141,974.71	\$ 84,863.56