



# **REPUBLIC SERVICES**

## **Bertie County RFP Solid Waste and Recycling Convenient Centers February 3, 2015**

Josephine Aiken  
Municipal Services Manager  
[jaiken@republicservices.com](mailto:jaiken@republicservices.com)  
252-670-7887

Drew Isenhour  
Area President

Matt East  
Division Manager  
East Carolina Environmental  
Plymouth Hauling Division  
[meast@republicservices.com](mailto:meast@republicservices.com)  
252-642-3440

Rick Prather  
General Manager  
[rprather@republicservices.com](mailto:rprather@republicservices.com)  
919-669-3696

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February 3, 2015

Bertie County  
Attn: Clerk of Court  
PO Box 530  
Windsor, NC 27983

Re: Solid Waste and Recycling Convenience Centers

Dear Scott,

Republic Services would like to thank Bertie County for the opportunity to present the enclosed proposal in response to the Request for Proposal for the operation of Solid Waste and Recycling Convenient Centers for Bertie County. We have made every effort to adhere to the requirements of the RFP and to offer Bertie County an overall plan that is environmentally and financially sustainable. We confirm our compliance with all applicable rules and regulations of federal, state, and local governing entities. We have received all attachments, exhibits and addenda to the RFP. We understand the scope and requirements for performing the work. Republic Services is prepared to begin services July 1, 2015. The undersigned represents and warrants that the information submitted in the proposal is true and accurate. As a leader in the United States waste industry, Republic Services offers expertise and professionalism in waste collection, recycling, and disposal services. Our company pledges to successfully meet Bertie County's request outlined in the RFP as well as address additional needs for the County and the Convenient Centers. We understand that proposals contained within this RFP are open for further negotiations, clarifications, and discussion anytime during the selection process with the County.

Republic Services is proud to have an established, well respected track record of being a valued partner with Bertie County for the past 20 years. We also have an excellent relationship as a dependable partner with surrounding counties to Bertie that we service as well as operate their Convenient Centers. Republic Services is positioned to provide Bertie County with a well-defined, efficient, and effective program designed to meet the County's solid waste and recycling needs; presenting the most cost effective approach available. Enclosed in this proposal is our plan to operate the Bertie County Convenient Centers in a safe, innovative and cost effective manner. As a result of our team's experience servicing and supporting numerous customers and communities not only in

North Carolina but in over 2,800 municipalities around the nation, we fully understand the expectations of the County and are prepared to meet those obligations.

Republic Services is excited about the opportunity to operate the Bertie County Convenient Centers and are confident in our ability to meet the needs of the County. We invite you to contact any of our references listed in our response. Again, thank you for the opportunity to submit this proposal and we hope that our response is valued to continue negotiations.

Sincerely,

A handwritten signature in blue ink that reads "Drew Isenhour". The signature is written in a cursive style with a long, sweeping tail on the "h".

Drew Isenhour  
Vice President  
Republic Services of North Carolina

## **Company Identification and Contact Information**

### **Local Company Identification**

Name of Division: Republic Services of North Carolina, Plymouth

Contact Person: Matt East

Title: Division Manager

Office Address: 1922 Republican Road  
Aulander, NC 27805

Telephone: 252-348-3322 : cell 252-642-3440

Fax:

E-mail Address: meast@republicservices.com

### **Corporate Information**

Name of Company: Republic Services, Inc.

Contact Person: Dan Jameson

Title: Vice President – Municipal Services

Corporate Office Address: REPUBLIC SERVICES, INC  
18500 North Allied Way  
Phoenix, AZ 85054

Telephone: 480-627-2700

## Bertie County Project Approach

Republic Services will provide the scope of services as requested in the Bid Specifications for the RFP Solid Waste and Recycling Convenience Centers to locate, construct, manage and operate five (5) staffed convenience centers for the purpose of providing solid waste and recycling collection, including transportation to appropriate facilities, and subject to all applicable state and federal laws.

Republic Services will provide a team of skilled, trained employees.

### Republic Services proposes sites at the following locations:

1. Hardentown- 1134 US Highway 17 NC 27924
2. Rosemeade-534 Nowell farm Road, Colerain, NC 27924
3. Windsor- 354-US-17 S Windsor, NC 27924(New location located adjacent from current site)
4. Lewiston- 314 NC 11 Lewiston, NC 27849 (New location located two lots from current site)
5. Landfill Site 1051 Landfill Road, Aulander, NC 27805

All sites will be provided with all new compactors, containers, signage and attendant houses. Fencing and toilet facilities will be provided for each site.

### Benefits to Bertie County

**New Containers:** One of the biggest benefits to Bertie County of choosing Republic Services is that we will be providing brand new equipment for all of your locations. Not only will the new equipment look good and reflect a professional image to your citizens but it will also eliminate breakdowns and downtime which is common with very old equipment.

**New Signage:** New clean and visible signs will assist the citizens in disposing of their trash and increasing their recycling efforts.

<b>MSW -Trash</b>	<b>1-40yd self-contained compactor</b>
<b>Comingled</b>	<b>2- 8 cubic yard containers</b>
<b>Cardboard</b>	<b>2- 8 cubic yard containers</b>
<b>Yard Waste</b>	<b>40 cubic yard container</b>
<b>Bulk Waste</b>	<b>40 cubic yard container</b>
<b>White Goods</b>	<b>40 cubic yard container</b>

### Service Levels

Compactors and open top containers will be serviced on an on call basis.  
8yd recycling containers will be emptied 1 time a week or more if needed.

**Timeline**

Republic Services will work with the County immediately upon award of the contract to perform route audits, and train employees. At that time we will order equipment and provide the County with a construction timeline. All sites will be operational by July 1, 2015.

**Additional Services**

In addition to the current services provided by the County, Republic Services will:

Provide separate containers for Cardboard Recycling. We noticed on our site surveys that cardboard was not being recycled but was being placed in the trash. This we believe will help to increase the recycling participation rate for the County.

Assist the County to start the process of implementing an E-Waste program.

In conjunction with Bertie County we would like to help with an educational recycling awareness program for Bertie County Residents by providing informative information about recycling materials.

Republic Services also has available on line for K- 12, recycling educational material for students and teachers. We are willing to go into the School Systems meet with teachers and speak on recycling.

**Rates:**

Republic Services would like to request a 10- year contract due to the capital investment of the project.

Monthly rate: \$36,859

Annual Flat Fee: \$442,308

Annual Savings: \$53,872

As one of the largest taxpayers in Bertie County, Republic Services proposal not only provides the County with equipment but over a ten year period saves the county \$538,000 based on your current rates.

Rates will remain valid for acceptance for a period not to exceed 120 days from February 3, 2015 and thereafter until a contract can be negotiated and executed, whichever occurs first.

## **Republic Services**

### **Descriptions of Similar Services**

#### **Beaufort County Convenience Centers**

121 W 3<sup>rd</sup> Street

Washington, NC

Services Provided: Operate, manage and transportation for trash and recycling

Dates of Service: 2008-current

Republic Services operates 11 Convenience Centers located throughout Beaufort County covering over 800 square miles.

#### **Carteret County Convenient Centers**

302 Courthouse Square

Beaufort, NC 28516

Service Provided: Operate, manage and transportation for trash and recycling

Dates of Service: 2004 — present

Republic Services operates 12 Convenience Centers located throughout Carteret County covering over 1340 square miles

#### **Craven County Convenient Centers**

New Bern, NC 28560

Services provided: transportation of containers for trash and recycling

Dates of Service: 2005- current

Republic Services hauls for all 7 Convenience Centers located throughout Craven County.

## **Individuals involved in preparation of the proposal**

Below is a listing of the personnel who were involved in the preparation of the proposal and a narrative that defines the position, responsibilities, experiences and qualifications that each possesses. It is expected that these employees will be involved in implementing the proposal by Republic Services, Inc.

### **Drew Isenhour, Area President**

**Role in preparing proposal:** Assisted in concept development and preparation of the RFP. Also oversaw the financial aspects of the RFP.

**Role during implementation:** Responsible for all of Republic Services, Inc.'s operations in the East, Mid Atlantic Area. Oversees all financial aspects of the project. Authorized to sign as a binding officer for Republic Services of North Carolina.

**Summary of Professional Training and Experience:** Drew Isenhour joined GDS in March 1988. GDS was purchased by Republic Services in 1995. He became Area President of Republic Services of NC in March 2000. Republic Services of NC has 35 locations, including 4 Sub-title D Landfills, 7 Material Recovery Facilities, 9 transfer stations and 18 hauling divisions. He is responsible for management of all Republic's NC assets which include 874 employees, over 450 trucks operating per day and over 6,000 tons of waste managed through its landfills per day. He is a former board member and past president of Solid Waste Association of North America North Carolina Chapter. He is a former board member and past president of North Carolina Big Sweep. He is a former board member of Catawba County United Way. He is a current board member of North Carolina Chamber of Commerce. He serves on the steering committee of National Solid Waste Management Association Carolina's Chapter. He is President of the Consistory and Congregation at Church of the Master United Church of Christ where he has been a member all of his life.

### **Josephine Aiken, Area Municipal Services Manager**

**Role in preparing proposal:** Assisted in concept development and preparation of the RFP.

**Role during implementation:** Responsible for all contract negotiations and contract implementation.

**Summary of Professional Training and Experience:** Josephine Aiken has been in the Solid Waste Industry with Republic Services for 10 years. In her current position, she is responsible for negotiating and executing governmental and municipal contracts. Her experience includes all facets of communications, customer service, community relations and business development for managing residential, commercial and industrial solid waste accounts. Josephine came to Republic Services with 25 years of experience in market development research and sales strategy.

Josephine holds a Bachelor of Science Degree in Business Management and a Bachelor of Science Degree in Economics from North Carolina State University.

Office: (252) 638-1366

Mobile: (252) 670-7887

Email: [jaiken@republicservices.com](mailto:jaiken@republicservices.com)

**Rick Prather, General Manager, Raleigh Business Unit**

Role in preparing proposal: Assisted in concept development and preparation of the RFP.

Role during implementation: Responsible for all of Republic Services operations for Raleigh business unit. Will oversee all financial and day-to-day aspects of the operations for commercial and dumpster services.

Education: Degree(s) Bachelor of Science, Industrial Management

Summary of Professional Training and Experience — Mr. Prather has been in the Solid Waste Industry for 17 years, with the last 12 years as the General Manager for Republic Services of Raleigh. Prior to being promoted to General Manager, he served as Operations Manager for several years. Rick is active in the community and has served on the Boards of the Carolinas National Solid Waste Management Association, Keep Durham Beautiful, and North Carolina Big Sweep.

**Matt East Division Manager:** Matt has been in the Waste, Recycling and Disposal Industry for over 27 years. He came to Republic Services in 2012 after spending 19 years with Waste Management where he attained his District Manager Certification in 2001. He is currently Division Manager for Republic Services, Plymouth Division, East Carolina Environmental Landfill Republic Services, Washington Division, and Beaufort Transfer station. Matt has had many years of experience managing landfills, hauling and collection companies along with Convenience Sites. He has been a SWANA MOLO Certified Landfill Manager for over 14 years and has attended multiple training sessions with Waste Management and Republic Service. Matt was instrumental in his Plymouth Business Unit winning the Republic Services safety cup award in 2012.

**John Connerton Operations Manager:** John has been in the solid waste business for over 20 years. He started in the business a helper on the back of the residential trucks, and has successfully worked his way through the company as a Driver, Route Manager, Site Manager and now holds the position as an Operations Manager for the Republic Services, Plymouth Division. His experience and knowledge of our business truly makes him an asset to this location. .

Role during implementation: Responsible for day-to-day construction activities and operations.

## Landfills

Republic Services is an industry leader in designing, engineering, building, operating and monitoring of solid waste landfills. Republic Services' landfills are a vital component of an integrated approach to solid waste management. The Company owns or operates 190 active landfills in the U.S. and Puerto Rico. In partnership with communities to preserve valuable resources and extend landfill capacity, Republic provides integrated service incorporating waste reduction, curbside collection, processing and marketing of recyclables, in addition to state-of-the-art landfill management.

## Disposal Facilities

The proposal from Republic Services, Inc. calls for the utilization of one Landfill for the disposal of Town of Plymouth waste. The proposed site is:

	Name of Facility	Location	Owner
1	East Carolina Environmental Landfill	1922 Republican Way Aulander, NC	Republic Services



Facility Permit No: 0803-MSWLF-1993  
Permit to Construct & Operate  
East Carolina Regional Landfill  
April 21, 2014  
DIN 20717  
Page 1 of 18

North Carolina Department of Environment and Natural Resources  
Division of Waste Management  
Dexter R. Matthews  
Director

Pat McCrory  
Governor

John E. Skvarla, III  
Secretary

STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WASTE MANAGEMENT  
SOLID WASTE SECTION

**SOLID WASTE MANAGEMENT FACILITY**  
**Permit No. 0803-MSWLF-1993**

REPUBLIC SERVICES OF NORTH CAROLINA, LLC,  
a wholly owned subsidiary of REPUBLIC SERVICES, INC.  
d.b.a. EAST CAROLINA REGIONAL LANDFILL

is hereby issued a

**PERMIT TO CONSTRUCT**

0803-MSWLF-1993, East Carolina Regional Landfill  
Phase 5 - Cell 14

**PERMIT TO OPERATE**

0803-MSWLF-1993, East Carolina Regional Landfill  
Phase 1-4 and Phase 5 - Cell 13

**PERMIT FOR CLOSURE**

*Not Applicable*

Located north of the intersection of Republican and Harmon Roads, south of Aulander. Bertie County, North Carolina in accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules promulgated thereunder and subject to the conditions set forth in this permit. The facility is located and described by the legal description of the site or the property map contained within the approved application.

Digitally signed by Edward F. Mussler  
III, P.E.  
DN: cn=Edward F. Mussler III, P.E.,  
o=NCDWM, ou=Solid Waste Section,  
email=ed.mussler@ncdenr.gov, c=US  
Date: 2014.04.25 14:34:56 -04'00'

Edward F. Mussler, III, P.E.,  
Permitting Branch Supervisor  
Solid Waste Section

1646 Mail Service Center, Raleigh, North Carolina 27699-1646  
Telephone 919-508-8400 \ Fax 919-733-4810 \ Internet <http://wastenotnc.org>  
An Equal Opportunity / Affirmative Action Employer - Printed on Dual Purpose Paper

Exp 4-1-2019



2100 N Greene St  
P.O. Box 1686  
Greenville, NC 27835-1686

where abilities overcome disabilities

Phone: (252) 758-4188  
Fax: (252) 830-1260  
Website: [www.ECVCinc.com](http://www.ECVCinc.com)

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February 2, 2015

Ms. Josephine Aiken  
Republic Services  
705 Airport Rd  
New Bern, NC 28560

Dear Josephine,

Please let this letter serve as certification that the ECVC Material Recovery Facility is able to accept and process material through the contract period of 2020. Depending on market prices, tipping fees may be charged as in the past.

Sincerely,

A handwritten signature in cursive script that reads "Beth Davis".

Beth Davis  
CFO

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Eastern Carolina Vocational Center, Inc.  
*ISO 9001:2000 Certified Company*

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/10/2014

**HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No,Ext): _____ FAX (A/C No,Ext): _____ E-MAIL ADDRESS: certicateam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 401036

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MLR C48013715 - AOS WLR C48013727 - CAAMA/OR SCF C48013739 - VM WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Evidence of Coverage— For use for Republic Services, Inc. and all its subsidiaries.

**CERTIFICATE HOLDER**

Evidence Only

United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> _____	<b>NAMED INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
<b>POLICY NUMBER</b> See First Page	<b>EFFECTIVE DATE:</b> _____
<b>CARRIER</b> See First Page	<b>NAIC CODE</b> _____

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

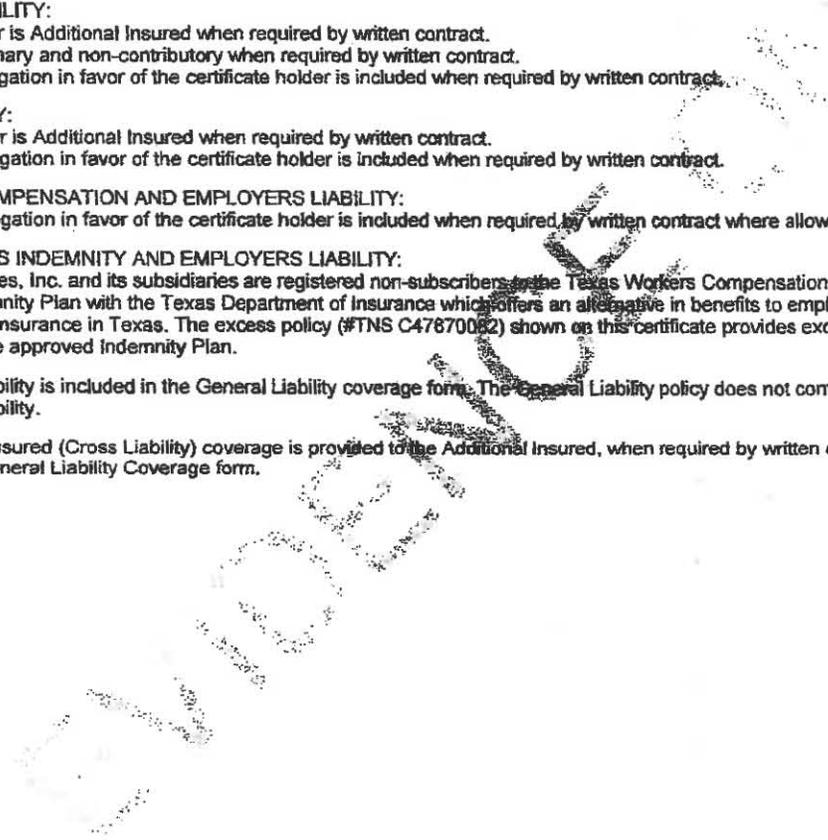
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.



November 6, 2014

Bertie County Board of Commissioners  
106 Dundee Street  
Windsor, NC 27983

**RE:** Republic Services of North Carolina, LLC dba Plymouth

**Gentlemen:**

**We are writing to you at the request of** Republic Services of North Carolina, LLC dba Plymouth  
**This principal has or is about to submit a proposal for Bid for Solid Waste and**  
**Recycling Convenience Centers**

**If a contract for this work is awarded to** Republic Services of North Carolina, LLC dba Plymouth  
Liberty Mutual Insurance Company **a surety licensed**  
**to conduct business in the State of** NC **has agreed to act as surety on**  
**the bond as specified in the bid proposal.**

**Please let us know if you need anything further in this regard.**

**Sincerely,**



Johanne S. Puckett  
**Attorney-in-fact**  
Liberty Mutual Insurance Company



Interchange Corporate Center  
650 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

**BID BOND**

Bond Number Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Republic Services of North Carolina, LLC dba Plymouth  
205 NC Hwy 45 South Plymouth, NC 27962, as principal (the "Principal"),  
and **LIBERTY MUTUAL INSURANCE COMPANY**, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto Bertie County Board of Commissioners  
106 Dundee Street Windsor, NC 27983, as obliges (the "Obligees"), in  
the penal sum of Five Percent of the proposal  
Five Percent of the proposal Dollars (\$ 5%),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Solid Waste and Recycling Convenience Centers

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or contract documents, or in the event of the failure of the Principal to enter into such contract and give such  
bond or bonds, if the Principal shall pay to the Obligees the difference in money not to exceed the penal sum  
hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith  
contract with another party to perform the work covered by said bid, then this obligation shall be null and void;  
otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligees under this bond must  
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,  
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one  
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 6th day of November, 2014

WITNESS / ATTEST

Pam Hewitt  
Pam Hewitt

Republic Services of North Carolina, LLC dba Plymouth

(Principal)

By: Michelle Patterson (Seal)  
Name: Michelle Patterson  
Title: Attorney-in-Fact

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

By: Johanne S. Puckett (Seal)  
Attorney-in-Fact  
Johanne S. Puckett

Surety Phone No. 864-527-4687

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6542935

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

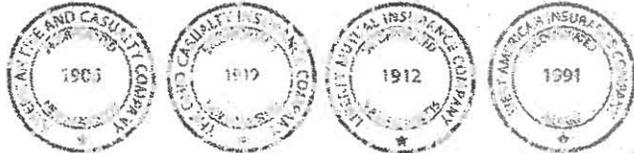
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jacqueline Hampton; Johanne S. Puckett; Michelle Patterson

all of the city of Greenville, state of SC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of April, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 26, 2017  
Member, The Notary Public Association of Pennsylvania

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**POWER OF ATTORNEY**

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

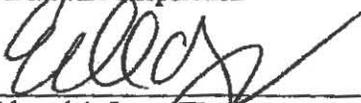
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

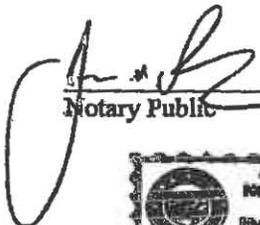
REPUBLIC SERVICES, INC.,  
a Delaware Corporation

  
\_\_\_\_\_  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16<sup>th</sup> day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
\_\_\_\_\_  
Notary Public





January 30, 2015

Scott Sauer  
County Manager  
PO Box 530  
106 Dundee Street  
Windsor, North Carolina 27983

Ref: Convenience Centers Request For Proposal

Dear Mr. Sauer,

Attached please find an amendment to extend our current agreement for operation of your convenience sites for five (5) additional years. This amendment includes changes addressing concerns from your Board as well as our inclusion of additional recycling opportunities for the County as allowed in our existing agreement.

This amendment changes the existing annual cost-of-living adjustment from the US Bureau of Labor Statistics' CPI-U-Urban Index to CPI-South Area-Size D - Nonmetropolitan (Population less than 50,000) Index which reflects Bertie County's demographics more specifically.

We are including the addition of the acceptance of electronic waste (e-waste-such as televisions and computers) at the Windsor site only. E-waste has been banned by the State of North Carolina from landfills. The County should receive monies from the State from this addition to our site. We would provide the volume recycled and the County would submit additional information with their annual solid waste report to be eligible. This year Counties received \$.07 each per capita to provide this service.

Waste Industries will also include the collection of craft board such as cereal boxes and non-waxed corrugated cardboard to be recycled at all sites. We will include all plastic bottles that pour (have a neck smaller than the base of the body) excluding pesticides, waste oil or any hazardous waste containers. These bottles are currently banned from landfills by the State of North Carolina as well.

With this extension, Waste Industries will continue to upgrade compaction equipment and continue our ongoing investment in the overall appearance of sites including grading and painting.

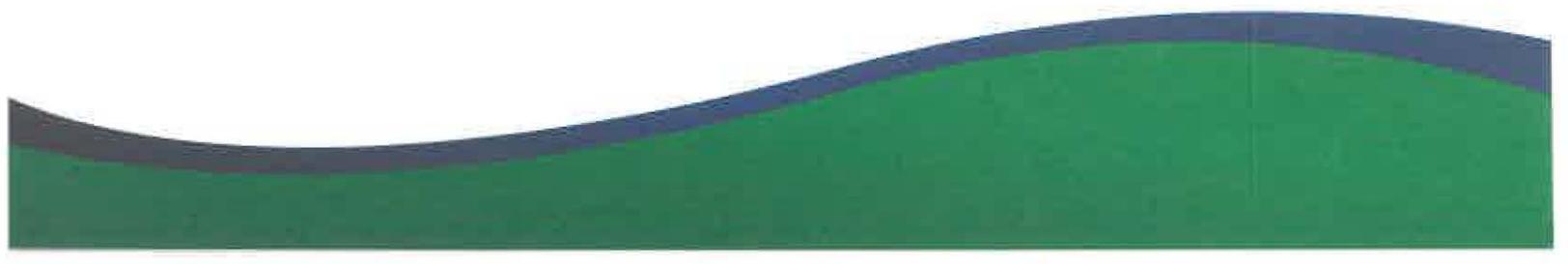
Please note that Waste Industries supplies many items for the sites and attendants. Our site attendants are hired with criminal background checks and have continuous safety training. They are provided uniforms with name tags and are covered under our workman's comp and general liability insurance (**they are not subcontractors**). They have phones on sites, porta-potties, water coolers and tools and cleaning supplies to maintain their sites. In addition, beginning in 2015, they will also be supplied with safety shoes.

Please let me know if you have any questions or concerns. We look forward to our continued relationship providing the citizens of Bertie County the environmentally friendly, cost effective service they deserve.

Respectfully,



Norma Yanez  
Government Contracts Manager



**STATE OF NORTH CAROLINA  
COUNTY OF BERTIE**

**AMENDMENT OF CONTRACT AGREEMENT  
BETWEEN BERTIE COUNTY AND WASTE INDUSTRIES, LLC**

This Amendment of the Contract made between **Bertie County and Waste Industries, LLC** dated July 1, 2006:

**Section 1.1 Bulk Waste Items:** Delete from bulk item list “television sets”.

**Section 1.5 Recyclable Material:** Add to recyclable material list “craft board (such as cereal boxes), non-waxed corrugated cardboard, all pourable plastic containers with a neck smaller than the base of the bottle excluding pesticides, waste oil or any other hazardous material container”.

**Section 1.9: Electronic Waste (E-Waste):** Electronic Equipment such as televisions, computer hard drives, laptops, monitors and printers that are banned from landfills by the State of North Carolina.

**Section 2.1: Term**

The term of this contract will be extended to June 30, 2020.

**All other previous terms and conditions of this section remain the same.**

**Section 7.1: Operation:** Add to section “Waste Industries will collect E-Waste (such as televisions and computer equipment) at the Windsor site only. Volume (or weights) of materials collected will be provided to the County for use in the State of North Carolina Solid Waste Report.”

**All other previous terms and conditions of this section remain the same.**

**Section 8.3** Change “Consumer Price Index-Urban Expenditure (CPI-U)” to “CPI-South Area-Size D –Non-metropolitan (Population less than 50,000)”.

**All other previous terms and conditions of this section remain the same.**

**All other previous terms and conditions of entire contract remain the same.**

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

**WASTE INDUSTRIES LLC**

**BERTIE COUNTY**

BY: \_\_\_\_\_  
Thomas Winstead, Vice President

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Signature of Finance Office

**Scott Sauer**

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**Subject:** Waste Industries--historical summary of convenience center annual cost

<u>YR</u>	<u>AMT</u>	<u>INC</u>
2014	\$491,177.09	1.86%
2013	\$482,191.77	2.70%
2012	\$469,526.27	3.34%
2011	\$454,340.77	2.84%
2010	\$441,804.18	2.41%
2009	\$431,398.84	3.97%
2008	\$414,941.06	3.71%
2007	\$400,089.11	9.03%
2006	\$366,954.91	4.46%
2005	\$351,297.29	2.05%
2004	\$344,226.96	2.50%
2003	\$335,826.96	1.50%
2002	\$330,867.60	0.19%
2001	\$330,246.98	-

**Note:** FY 2014-2015 includes \$496,180 for convenience center operations under contract with Waste Industries