

ADDENDUM No. 2

To RFP for Solid Waste and Yard Waste Collection, Transfer & Disposal Services for the Town of McAdenville

The purpose of this Addendum is to answer questions received from potential proposers or provide additional information as it relates to this solicitation.

IMPORTANT NOTE – It is the Proposer’s responsibility to use the revised information when preparing the response.

1. Q: Copy of the current contract.
A: **Original contract with current extension attached hereto.**
2. Q: Current rates for all services to include the most recent rate for recycling.
A: **Contracted rate of \$20 per customer, per month plus 3% fuel surcharge.
(Garbage \$14, Yard Waste \$5, Bulk \$1, No charge for recycling collection/delivery to processing facility.)
Town paid single stream processing cost - \$125.00 per ton as spot tons (non-contracted)**
3. Q: We understand that the Town discontinued the curbside recycling collection; what generated this decision?
A: **Curbside recycling was suspended due to the lack of a convenient processing facility. It was no longer feasible for the current contractor within the parameters of the current contract.**
4. Q: Tonnage, average annual tonnage by Solid Waste, Recycling, Yard Waste, and Bulk Waste
A: **695 annual tonnage including solid waste, yard waste & bulk waste. (breakout not available) 38.36 annual tonnage for recycling.**
5. Q: Volume: is there a maximum volume for the collection of Bulk Waste or Yard Waste noted in McAdenville’s Ordinances or by contract?
A: **No.**
6. Q: Backdoor customer count.
A: **One (1)**

7. Q: Dead-end streets: Does the Town have dead-end streets on which trucks cannot ingress and egress?
A: There are two (2) streets that are not accessible to trucks. Customers on these streets are required to roll bins to accessible road frontage areas for collection.
8. Q: Small Businesses: do small businesses utilize carts for solid waste collection? If so, how many?
A: The Town RFP is for residential collection only. Several small businesses and non-profits located in McAdenville have established individual contracts with the current collection service, but the number of individual contracts is unknown.
9. Q: Alternate services and pricing page: Option 3 (page #16) notes Quarterly Bulk Item Collection, but the pricing asks for Monthly Bulk Item Collection. Please clarify.
A: The Option 3 header on page 16 should read: Monthly Bulk Item Collection.
10. Q: Bulk Collection Alternate: Is there a Criteria for Bulk Collection Proposal?
A: Reference Section 6.0, Item C for items to be included with bulk collection. Proposers may include parameters or stipulations as they wish for Town consideration.
11. Q: Pages 1 and 10, Sections 1.0 and 10.0, reference “sealed” proposals; on page 11, it also notes that Electronic files should be sent to your email address. Please confirm that we are to prepare three (3) hard copies, one (1) electronic file, and an email that includes the entire proposal. Is the electronic version a USB (typically considered the method in an RFP?)
A: Please prepare three (3) hard copies and one (1) electronic file. The electronic file can be delivered either by email or USB; both are not required.
12. Q: Page 10, “The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope, similarly marked and addressed to”: please clarify the request.
A: Each hard copy and USB (if provided as electronic file) should be in separate envelopes within one master envelope. This will ensure that all copies are official, original copies from the Proposer.

End of Addendum No. 2

STATE OF NORTH CAROLINA
COUNTY OF GASTON

COPY

COPY

AGREEMENT TO EXTEND CONTRACT

THIS EXTENSION AGREEMENT made and entered into this 1st day of June, 2024 (the "Effective Date"), by and between the TOWN OF McADENVILLE, a North Carolina municipal corporation, hereinafter referred to as "McAdenville" and HARRISON SANITATION, INC., a North Carolina corporation, hereinafter referred to as "Harrison";

WITNESSETH:

THAT, WHEREAS, McAdenville and Harrison previously entered into a Contract and Agreement to provide solid waste collection and disposal services which said Contract was dated February 28, 2013 and which said Contract was extended by an Agreement Dated December 10, 2016 and later extended by an Agreement dated February 14, 2018; and

WHEREAS, the extension date for the last extension was for a two (2) year period beginning March 1, 2018 and extending through February 28, 2020 and has been continuing on a month-to-month basis since then; and

WHEREAS, McAdenville and Harrison have agreed to a further extension of the Contract for a period of twelve (12) months from the Effective Date set forth herein;

NOW, THEREFORE, McAdenville and Harrison entered into this Extension Agreement for the purpose of mutually extending the Contract in accordance with the following terms:

1. The original Contract for Solid Waste Collection and Disposal dated February 28, 2013, as amended and as above referenced, a copy of which is attached hereto, is hereby further extended for an additional period of twelve (12) months which said extension shall begin on June 1, 2024 and shall expire on May 31, 2025, unless extended in writing by the parties hereto.
2. The parties stipulate and agree that all other terms and conditions of the original Contract as extended shall remain unchanged except for the extended term which is set forth herein.
3. This Extension Agreement, including the Contract as previously extended attached as Exhibit A, constitutes the entire agreement between McAdenville and Harrison and no modification, alteration or amendment can be made except in a written document duly executed by the parties hereto.

IN WITNESS WHEREOF, this Extension Contract is hereby executed in duplicate originals, the day and year first above written.

TOWN OF McADENVILLE

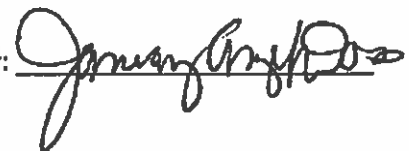
COPY

HARRISON SANITATION, INC.

By:


Jim Robinette, Mayor

By:



NORTH CAROLINA)
)
GASTON COUNTY)

**CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL**

THIS CONTRACT made and entered into this 28th day of February, 2013, by and between the Town of McAdenville, a North Carolina municipality, hereinafter referred to as "the Town" and Harrison Sanitation, Inc., a North Carolina corporation, hereinafter referred to as "the Contractor";

WITNESSETH:

Whereas, the Town desires to contract for the services of the Contractor to provide solid waste collection in accordance with the terms and conditions as incorporated herein;

And Whereas, the Contractor has agreed to provide to the Town those services in accordance with the terms and conditions as incorporated herein;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Solid Waste Collection. The Contractor agrees to provide to the Town solid waste collection as described in accordance with the specifications, terms and conditions set forth on the specifications and bid proposal as set forth on Exhibit A attached and incorporated herein by reference. The Town has agreed to and accepted the proposal and bid submitted by the Contractor and hereby awards this Contract to the Contractor upon the terms and conditions set forth on Exhibit A.

2. Disposal. All waste collected by the Contractor shall be disposed of at the Gaston County Landfill or such other suitable, approved landfill facility as the Contractor may choose. All recyclables collected by the Contractor shall be segregated from other waste and shall be separately maintained by the Contractor until the recyclables are properly disposed of at an approved recycling depository. Under no circumstances shall recyclables be commingled with other non-recyclable solid waste and disposed of along with other non-recyclable solid waste.

3. Indemnity. The Contractor agrees to indemnify the Town against any claims, actions, or suits, including court costs and reasonable attorney fees, to the extent caused by the Contractor's negligent or willful misconduct in providing the services herein required or by the Contractor's negligent or willful misconduct in the operation of its equipment in connection with the performance of the services herein contemplated.

4. Entire Contract. This Contract including Exhibit A constitutes the entire agreement between the parties with respect to the subject matter set forth therein and no modification, alteration or amendment can be made to this Contract except in a written document executed by the parties hereto.

5. Compliance with Laws. The Contractor agrees that it shall conduct its operations and provide the services under this Contract in compliance with all applicable state, federal and local laws and ordinances.

6. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of North Carolina.

7. Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

8. Amendment. This Contract and the terms contained therein shall only be amended or altered by a written document executed by both parties hereto.

9. Binding Effect. This Contract shall inure to the benefit and be binding upon the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, this Contract is being executed in duplicate originals on the day and year first above written.

TOWN OF McADENVILLE

BY: Jan A. Bunker

HARRISON SANITATION, INC.

BY: Tim Harrison

Tim Harrison Vice President

NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

North Carolina County of Gaston

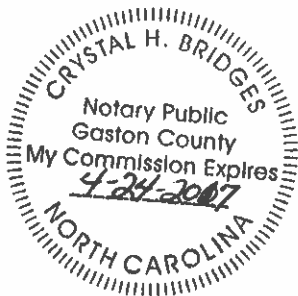
I certify that the following person(s) personally appeared before me this day, and; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Tim Harrison

Name(s) of principal(s)

Witness my hand and official seal, this the 28th day of February, 2013

(Official Seal)



Crystal H. Bridges
Official Signature of Notary

Crystal H. Bridges, Notary Public
Notary's printed or typed name

My commission expires: 4-24-2017

**TOWN OF McADENVILLE, NORTH CAROLINA
SPECIFICATIONS FOR PROVIDING RESIDENTIAL
SOLID WASTE COLLECTION AND DISPOSAL**

1. SUMMARY

The Town of McAdenville is seeking proposals to provide residential solid waste collection and disposal service to include garbage, trash, white goods, yard waste and recyclable materials according to the following schedules:

A. Schedule I includes residential garbage and trash pickup once each week at curbside utilizing ninety (90) gallon rollout carts.

B. Schedule II includes residential yard waste, leaf and limbs collection once each week at curbside. Leaf collection shall be scheduled as required during leaf season.

C. Schedule III includes once each week collection of recyclable material at curbside.

D. Schedule IV includes special pickup items such as “white goods”, moving in or out items, cardboard boxes and furniture items.

It is the intent of these specifications to award the bid to a single contractor to provide all services. Failure to bid all four (4) schedules shall be grounds to reject the proposal. Town may choose any or all services listed.

2. GENERAL SPECIFICATIONS

Contractor shall provide all supervision, materials, equipment, labor and all other items necessary to accomplish the work required by these specifications.

Contractor shall be responsible for monitoring the accumulation of garbage and trash, bagged leaves and grass and limbs. In the event Contractor observes the existence of special pickup items such as “white goods”, moving in or out items, cardboard boxes or furniture items, Contractor shall make arrangements for the items to be picked up within three (3) days.

Work under this contract does not include the collection and disposal of any increased volume of waste resulting from acts of God such as floods, hurricanes or similar occurrences. In the event such acts occur, the Contractor and Town will negotiate the payments to be made for collecting and disposing of said debris.

Collection of solid waste shall not begin before 7:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to hours of collection shall occur only upon mutual agreement of the Town and the Contractor.

Exhibit A

All complaints received by the Town shall be given to the Contractor. Contractor shall be equipped with a local telephone and adequately manned by a qualified person(s) to receive and process complaints and service requests from 8:00 a.m. to 5:00 p.m. each working day.

Contractor shall maintain forms or logs indicating the date and time a complaint or request for service is received, the nature of the complaint or request, and the disposition of same. All complaints shall be resolved within twenty-four (24) hours of receipt of request. A copy of required forms or logs shall be made available to the Town immediately upon request.

3. GENERAL CONDITIONS

A. Contract Duration

The contract term shall be three (3) years and shall run from March 1, 2013 through February 28, 2016. The contract may be extended upon mutual agreement of the Town and Contractor. All subsequent extensions, if any, shall be in writing and in increments of two (2) years.

B. Termination of Contract for Cause

The contract may be terminated upon seven (7) days written notice to the Contractor if Contractor:

- Fails to substantially perform the work required by the contract.
- Fails to provide reasonable customer service
- Becomes insolvent or declares bankruptcy or commits any act of bankruptcy.

The contract may be terminated at any time by mutual agreement of the Town and Contractor.

C. Transferability of Contract

No assignment of this of this contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of the Town.

D. Ownership of Solid Waste

Title to solid waste and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container or removed by the Contractor from a residential unit, whichever last occurs.

E. Quantities

The quantities stated in these specifications with respect to number of residential customers are two hundred seventy nine (279) dwelling units that exist at the time of this proposal and may increase or decrease in number by the time a contract is executed and during the duration of the contract. The number of customers may be verified by an actual customer count carried out jointly by representatives of the Town and the Contractor. Contractor shall notify the Town each month of the address of new customers that are added or subtracted and billing will be adjusted accordingly.

F. Payment for Services

The Town will pay the Contractor for services rendered within ten (10) working days following receipt of invoice at the end of each month. Payment shall be based on the attached rate schedule.

G. Solid Waste Management Act Data Submission Requirements

Contractor shall provide to the Town, upon request, all data requests deemed necessary by the Town in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 1111), as amended, and any other Federal or State law or regulation. Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said Acts.

H. Insurance Requirements

For the purpose of this contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage Liability except Auto	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence

The Town shall be included as an additional insured on the aforementioned policies that apply.

4. SCHEDULE SPECIFICATIONS

A. Schedule I Specifications – Trash and Garbage

Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day or days. The Town in consultation with the Contractor shall determine the day or days of collection.

Contractor shall collect garbage and trash from rollout containers placed at the curbside (or at the street right-of-way in the absence of curbs) in front of the residential unit. The rollout containers shall be a minimum capacity of ninety (90) gallons, all the same color and shape, furnished and distributed to the customer by the Contractor. Garbage containers proposed to be used shall be approved by the Town prior to being distributed by Contractor. This service shall not include the items contained in Schedules II, III and IV.

Schedule I shall include the removal and disposal of dead animals that are located on the public right-of-way. Dead animals observed on the right-of-way shall be removed by pickup crews while running regular routes. Requests for dead animal pickup will be accomplished on the regularly scheduled pickup day.

Contractor shall be responsible for transportation and disposal of all trash and garbage at any legally operated landfill permitted by the State of North Carolina and all costs associated therewith.

B. Schedule II Specifications – Yard Waste

Contractor shall provide collection of residential yard waste including grass and plant clippings, leaves and limbs. Collection shall be made once each week on the day or days to be determined by the Town in consultation with the Contractor. The collection of yard waste shall be from the curbside or at the street right-of-way. All grass, plant clippings and leaves shall be bagged. All limbs and shrubs shall be placed at the curb; limbs shall be cut to lengths not to exceed four (4) feet and shall not exceed four (4) inches in diameter.

Contractor shall be responsible for the transportation of yard waste materials to a legal collection facility for processing and disposal and all costs associated therewith.

C. Schedule III Specifications – Recyclable Materials

Contractor shall provide curbside collection of certain recyclable materials described herein which will reduce the Town's total solid waste volume by diverting these materials from disposal in a sanitary landfill.

The Contractor shall collect newsprint (with colored inserts), glass (clear, green and brown color), aluminum, bi-metal, ferrous and steel cans, milk and detergent containers,

Exhibit A

cereal boxes and all plastic containers. The items to be recycled may be changed by mutual agreement of the Town and the Contractor.

Contractor shall collect the materials once each week on a day or days determined by the Town in consultation with the Contractor. Pickup of recyclable material may be made every other week by mutual agreement of the Town and the Contractor. Collection shall be made from Contractor provided rollout containers placed at curbside or street right-of-way placed by the customer. Containers shall be a minimum capacity of ninety (90) gallons and all the same color and shape clearly marked to indicate it is for recycling material only. Container selection shall be made by mutual agreement of the Town and the Contractor.

Recyclable materials shall be placed in designated containers. When improper materials are mingled by the customer, the Contractor may collect the proper material and leave the improper material in the container.

Contractor shall be responsible for sorting, handling, storage and marketing the recyclable materials. Under no circumstances shall Contractor dispose of recyclable materials in a landfill or in any manner inconsistent with these specifications.

Contractor shall be responsible for all costs associated with the disposal of all materials collected under Schedule III. Contractor shall retain any income associated with the sale of disposal items.

D. Schedule IV Specifications – Special Pickups

Contractor shall collect bulk items such as furniture, moving in or out items, cardboard boxes and “white goods” on an “as needed” schedule. Construction debris will not be collected.

Contractor shall be responsible for the transportation and disposal of all materials collected under this section and all costs associated therewith.

5. SPECIAL CONDITIONS

Contractor may apply to the Town Council for a rate adjustment to offset increased fuel costs or increased landfill fees. Requests may be made no more than one time each twelve month period from the anniversary date of the effective date of the contract. Requests, if any, must be made within thirty (30) days of the anniversary date of the effective date of the contract.

Exhibit A

6. CONTRACT NOTIFICATION

Notification on any matters regarding this agreement shall be made to:

Town of McAdenville
P.O. Box 9
125 Main Street
McAdenville, North Carolina 28101

Attention: Crystal Bridges, Town Clerk/Finance Officer

Telephone 704.824.3190
Fax 704.824.3248
E-mail cbridges@townofmcadenville.org

**Town of McAdenville, North Carolina
Waste Collection and Disposal Proposal
Rate Schedule**

Schedule I

Residential garbage and trash pickup and disposal, per customer, per month with number of customers revised monthly

_____ Dollars \$ 14.00

Schedule II

Residential yard waste, leaf and limbs collection, per customer, per month with number of customers revised monthly

_____ Dollars \$ 5.00

Schedule III

Recyclable material pickup and disposal, per customer, per month with number of customers revised monthly

_____ Dollars \$ ~~3.00~~ FREE

Schedule IV

Special pickup items, per customer, per month with number of customers revised monthly

_____ Dollars \$ 1.00

Company Name: HARRISON SANITATION

Mailing Address: P.O. BOX 218 City: STANLEY NC

State: NC Zip Code: 28006 E-Mail: _____

Date: _____ Telephone: 704-263-2340

Signed:  Title: PRESIDENT