

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT BETWEEN ECOFLOW, INC. AND THE CITY OF DURHAM
FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

This contract is dated, made, and entered into as of the _____ day of _____, 2015, by the City of Durham (“City”), a North Carolina municipal corporation, and ECOFLO, Inc. (“Contractor”), a corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose.

The City of Durham maintains a household hazardous waste (“HHW”) drop-off facility for receipt of HHW from residents of the City of Durham, Durham County, Orange County, Wake County, Granville County, Person County and Chatham County. This contract is for operation of the drop-off facility, including receipt and documentation of all materials received, and for transport of materials received for reuse, recycling, treatment and/or disposal as required, in keeping with the terms of the request for proposal (“RFP”) issued by the City November 17, 2014.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall operate the City’s HHW facility and manage all materials received according to the terms of Attachment A. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Each invoice shall identify the source and quantity by type of HHW, and whether it is from the City of Durham, Durham County, Orange County, Wake County, Granville County, Person County or Chatham County. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows:

ITEM	UNIT PRICE	ESTIMATE/ MTH	NOTES
HHW management	\$0.59/lb	\$15,090	Materials to be recycled, fuel blended, incinerated, treated and/or landfilled
Attendant	\$620.55/week	\$2,482	Aligns with operational hours for Transfer

ITEM	UNIT PRICE	ESTIMATE/ MTH	NOTES
			Station
EST TOTAL/MTH		\$17,570	

Prices quoted in the Contractor’s proposal are to remain the same for a period of twenty-nine (29) months (“Initial Period”) following the date of execution of this Agreement. The prices for each one year period following the Initial Period shall be reviewed and evaluated for possible increase or decreases in pricing based upon the United States Department of Labor, Bureau of Statistics, Washington, D.C. Consumer Price Index (CPI-U) for all urban consumers for the prior 12 months using the CPI-U published in May of each year. Any increase or decrease shall be rounded to the nearest cent.

Following the published CPI-U in February 2017, which will include the January 2017 price index, the City and the Contractor shall compare the January 2017 CPI-U to the January 2015 CPI-U. Any changes (increase or decrease) in the CPI-U shall be identified and negotiated for pricing to be held firm for any subsequent extension(s), beginning July 1, 2017, not to exceed a five percent increase or decrease. The CPI adjustment example below demonstrates the variance for December 2013 and December 2014

CPI ADJUSTMENT EXAMPLE	
CPI for December 2014	234.81
Less CPI for December 2013	233.05
Equals index point change	1.76
Divided by previous period CPI	233.05
Equals	0.008
Result multiplied by 100	0.755
Equals percent change	0.76%

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors.

a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub-contractors, sub-consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the

Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. The Contractor shall procure and maintain at all times, at their expense during the term of this agreement, insurance provided by companies authorized to do business in the State of North Carolina, covering the services to be performed under this Agreement. The Contractor agrees to maintain insurance as follows:

- a. Worker's Compensation – The Contractor shall maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident up to a \$3,000,000 limit for accident or disease for each employee, and with a \$3,000,000 disease limit policy.
- b. Commercial General Liability – The Contractor shall maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, with a \$3,000,000 disease policy limit. This shall include premises and/or operations, independent cons, products and/or completed operations, errors and omissions and a contractual liability endorsement.
- c. Additional Coverage – The Contractor shall also maintain the following:
 - a. Automobile Liability - \$5,000,000 per occurrence combined single limit;
 - b. Environmental Impairment Liability for sudden accidental occurrences - \$1,000,000 per occurrence, \$2,000,000 annual aggregate; and
 - c. MCS-90 Endorsement of hazardous materials transportation - \$5,000,000.
- d. Special Requirements – the City of Durham is to be named as additional insured on the Commercial General Liability Policy.

The Contractor shall submit to the City upon request, a current certificate of insurance and an endorsement from their insurer stating such.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the contract. Renewed policies shall be sent to the City of Durham thirty (30) days prior to any expiration date. Verification of the existence of a policy of insurance shall be shown on an Acord 25 or similar insurance verification which meets the required insurance provisions, and same shall be forwarded to the City of Durham. Original policies or certified copies of policies may be required by the City at any time

The Contractor shall not assign any part of this contract to other contractors or subcontractors without written pre-approval of the City, in which case, it shall be the responsibility of the Contractor to insure that all additional contractors and sub-contractors comply with the same insurance requirements as the Contractor is required to meet.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive

any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:
Attachment A, entitled, "Scope of Service."

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
City of Durham
Director, Department of Solid Waste Management
1833 Camden Avenue
Durham, NC 27701
Office: (919) 560-4186
Fax (919) 560-1132.

To the Contractor:
Pat Grogan
HHW Program Manager
ECOFLO, Inc.
2750 Patterson Street
Greensboro, NC 27407
The fax number is 336-855-4139.
Email: pgrogan@ecoflo.com

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or

other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection

(ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and

“Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

City Clerk

By: _____
Thomas J. Bonfield, City Manager

ECOFLO, INC.

By: _____ (SEAL)

Kenn Webb, Vice President, Field Services

ATTACHMENT A
Scope of Services

A. SERVICES TO BE PERFORMED

1. Daily Operations - Contractor shall furnish, maintain and replace as needed all qualified personnel (HAZWOPER and HHW specific), labor, equipment, containers, vehicles, maintenance, tools, parts, supplies and all other items to collect, identify, sort, package, and transport all the wastes accepted at the City's HHW facility except those items transferred to the City for distribution through the City's Swap Shop. Wastes will be transported to the Contractor's Greensboro facility, where they will be fuel-blended, or consolidated, and then shipped to facilities for final recycling, treatment or disposal. Contractor shall procure all applicable permits for safe and compliant household hazardous waste all in accordance with the provisions of this agreement. Residential HHW shall be accepted at all times during the Hours of Operation. Contractor shall not deny service to any residential customer during the Hours of Operation. Services may be altered from time to time subject to the mutual agreement of the parties. Upon approval the City, changes to Services may result in an increase or decrease in the rates charged by the Contractor. Set-up will begin each day prior to the opening of the facility to the public. Equipment and supplies will be readied, receiving and packaging areas set-up and cleaned if necessary, safety equipment will be prepared for the day's activities. The Contractor will be ready to accept the first customers by the start of normal site operational hours.
2. Traffic Control – The Contractor shall manage vehicular traffic such that both customer safety and efficient site operation are maintained
3. Customer Services – Contractor's site personnel shall maintain areas that are accessible to customers clean and free of debris at all times during Hours of Operation, shall address customers in a professional and courteous manner, and shall assist customers with information provided by the City as needed. When customers are on site, Contractor's site personnel shall approach and greet customers and shall take HHW and other acceptable materials for proper handling and processing from customer vehicles. The Contractor's attendant will assist citizens with removing HHW from vehicles.
4. Waste Acceptance - Prior to unloading, all materials will be screened for identification and acceptability. Wastes that are acceptable will be placed within the HHW facility or storage building, or on a table for further identification and segregation into hazard classes. The Contractor will accept, at a minimum, the following categories of HHW:
 - i. Household cleaners, including drain openers, toilet bowl cleaners, oven cleaners, disinfectants, pine cleaners;
 - ii. Paint products, such as latex and oil-based paints, solvents, thinners, shellacs, varnishes, wood preservatives, and sealers;
 - iii. Automotive products including lead-acid batteries, used motor oil, antifreeze, brake fluid, and auto starter fluid;
 - iv. Herbicides, pesticides and insecticides including poisons, aerosols, and weed killers; and
 - v. Miscellaneous materials such as acids, bases, kerosene, household batteries, photographic chemicals, double bagged friable asbestos, aerosol cans, pool chemicals, propane gas cylinders and metallic mercury

If a material appears to differ from the description provided by the resident, the container will be set aside from other materials. The waste will be sampled and analyzed for pH, compatibility and water solubility, as necessary. The compatibility test will only be performed if deemed necessary and if the waste is to be consolidated at the HHW collection site.

Unacceptable materials will not be removed from vehicles. Classification of wastes will be performed with the data obtained by the attendant. Observations will include material labeling, type of containers, condition of containers, physical characteristics, donor comments and donor responses to questions. Potentially explosive or unstable items will be brought to the attention of local emergency personnel. Ammunition and other ordnance may be given to local police representatives. The following categories of waste will not be accepted:

- vi. Compressed gas cylinders (except propane);
 - vii. Explosives or shock-sensitive materials and ammunition;
 - viii. Radioactive materials (including residential smoke detectors); and
 - ix. Infectious or biologically active materials
5. Clean-up - After each day's waste collection, the active areas will be cleaned to the approval of the City. Partially full containers will be labeled, dated and placed into the City's permitted storage area.
 6. Material reuse - Material in the original, unopened container such as paint, antifreeze, fertilizer, etc. will be isolated during the collection and provided to the City for its Swap Shop Program
 7. Material storage - Waste will be placed in a designated area for further identification and segregation into hazard classes based on chemical characteristics and the Department of Transportation (DOT) regulations. Wastes will be consolidated or loose-packed to reduce the city's cost to the extent possible and compatible with safety standards. Automotive fluids, solvents, cleaners and some paint-related products with low solids content will be consolidated on-site. Wastes will be packaged in the largest container practical, in accordance with all applicable regulations and facility requirements. Packaged wastes will be placed in a staging area for inventory and final inspection.
 8. Material transport - Containers will be staged until a transporter is scheduled to collect the containers. Vehicles used to transport materials shall be appropriately licensed and permitted for transportation of hazardous materials. Prior to leaving the City's site, a waste manifest form will be completed and provided to the City, documenting the waste types and quantities transported by Contractor or Contractor's agent.
 9. Treatment and disposal - The Contractor will schedule deliveries to the final recycling, treatment, or disposal facility. All facilities utilized by the Contractor will provide environmentally safe alternatives for management of household hazardous wastes, and the City shall have the ability to reasonably request that certain facilities be barred from use for City HHW.
 10. Material management – The Contractor's management of HHW shall comport with the USEPA's national policy which views land disposal as the least desirable option. HHW from the City's HHW facility shall be managed according to the following hierarchy, from most favored to least favored:

- i. Reduce and minimize the amount of waste generated through public education efforts;
 - ii. Reuse waste when possible;
 - iii. Reclaim and recycle to further reduce waste streams and protect natural resources;
 - iv. Treat materials to neutralize, stabilize, or detoxify hazardous characteristics;
 - v. Dispose of only those wastes that are not amenable to any of the above methods.
11. Regulatory compliance – Contractor shall at all times comply with all federal, state and local laws and/or guidelines pertaining to the collection and transportation of HHW. Contractor shall comply with all fire code regulations pertaining to HHW facilities. Contractor shall comply with all OSHA regulations related to HHW collection, process, storage and transportation.
12. Health and safety - The Contractor shall develop and incorporate a Health and Safety plan for its operation of the City's HHW facility. The goal of the HHW program is to safely remove HHW from the public and dispose of it in an environmentally sound manner. The Contractor will conduct all work at the HHW Collection Center to minimize the potential for injury and incidents. The Contractor will make its written health and safety programs available to the City for review upon request.
13. Substance abuse policy - To provide for the health and safety of employees and to ensure the health and safety of others, the Contractor shall maintain procedures for the testing of its employees for use of illicit drugs, abuse of prescription drugs and alcohol abuse.
14. Training - The Contractor's personnel shall receive all required training in the safe handling and proper removal of hazardous materials. The Contractor's programs shall be revised periodically in order to ensure compliance with RCRA, SARA, OSHA and DOT regulations. The Contractor will provide annual HHW specific training to City of Durham personnel who are potentially involved in direct HHW operations at no charge. The Contractor will coordinate the training event with the Solid Waste Department's HHW coordinator
15. Reporting - The Contractor shall prepare and deliver to the City, a report in the format, with the frequency and containing all information required by the State of North Carolina Department of Environment and Natural Resources (NCDENR) related to operation and management of the City's HHW facility. Reports shall be provided to the City for review and approval prior to submission to the State.
16. Permits and licenses - The Contractor certifies that, prior to performing the Work pursuant to this Agreement, it will obtain any and all federal, North Carolina, and local licenses or permits necessary to perform the Work. Contractor shall also keep all such licenses and permits in good standing during the term of this contract, and shall renew any which expire during the contract's term.