

Tracking Number
14342

Environmental Services Department Contract Control Routing Sheet

Res No

Rush

Date Needed
7/17/2006
Date Submitted
7/3/2006

Department
Environmental Services
Contact Person
Jeryl Covington
Phone Number
373-2787

Account Number	CBR#	Amount
551-6509-09.5429		\$2,176,480.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Grand Total	\$2,176,480.00

RECEIVED

JUL 17 2006

City Manager's Office

Vendor Number
1689

Vendor
Hilco Transport, Inc.

Address
7700 Kenmont Rd., Greensboro, NC 27409

Contract #
2006-1194

C/O Service or Item Description
Transportation Services

Comments
RQ-19164

ENT'D JUL 26 2006

Expense Contract

Revenue Contract

Other Type Contract

Director of Finance
Purchasing Contract Authorization _____
Change Order _____
Lease/Purchase Agreement _____

City Accountant
Wachar
Purchasing Contract 7/14/06
Construction Contract _____
Architect Contract _____
Lease/Purchase Agreement
To Legal 7/14/06 cps
Professional Service Contract _____

RECEIVED JUL 03 2006

City Attorney
Reviewed By: *[Signature]* Date 7/14/06

City Manager
Reviewed By: Mitchell Johnson Date 7-21-06

Mayor
Reviewed By: _____ Date _____

City Clerk Attested: [Signature] Date 7-25-06

Department Head Attested: Jeryl W. Covington Date July 6, 2006

Kept orig for files SB

WASTE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of JUNE, 2006, by City of Greensboro of Greensboro, North Carolina (City) and Hilco Transport, Inc., a North Carolina corporation ("Contractor").

WITNESSETH:

WHEREAS, Contractor is in the business of providing solid waste transportation services; and

WHEREAS, Contractor has sufficient vehicles, trailers and personnel, as well as the proper permits and licenses to perform the services described herein; and

WHEREAS, City of Greensboro desires to contract with Contractor and Contractor desires to contract with the City of Greensboro to provide the services described herein;

NOW, THEREFORE, in consideration of the covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:
 - a) "Acceptable Waste" or "Waste shall mean all non-hazardous residential or commercial solid waste as defined by the Code of Federal regulations and which may be legally disposed of at permitted landfills.
 - b) "Customer" means the City of Greensboro as the owner of the solid waste transport facility located at 6310 Burnt Poplar Road, Greensboro, North Carolina.
 - c) "Effective Date" means thirty (30) days from the Customer's receipt of all necessary permits to operate the Transfer Station but no later than September 1, 2006. If this matter does not become effective on or before September 1, 2006 this agreement shall be null and void unless a later date is mutually agreed upon by the parties.
 - d) "Landfill" shall mean solid waste disposal facility as identified and directed by the customer.
 - e) "Load of Waste" shall mean the quantity of Waste transported by a Trailer during each trip from the Transfer Station to a Landfill with a gross vehicle weight of 80,000 pounds.
 - f) "Road Legal" shall mean that the combined total vehicle weight and individual axle weights of Contractor's loaded Trailers and Tractors do not exceed any applicable federal, state and/or local weight limitations.

- g) "Trailer" shall mean the vehicles used by Contractor to transport Waste.
- h) "Transfer Station" shall mean the Greensboro Transfer Station located at the corner of South Chimney Rock Rd and Burnt Poplar Rd.
- i) "Unit price" shall mean the fee associated with the transport of a ton of Waste, see Rate Schedule.
- j) "Work" shall mean all the services provided by the Contractor pursuant to this agreement.
- k) Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, should be construed in accordance with such well-known meaning, recognized by solid waste and transportation professionals and trades.

2. Term. The Term of this Agreement shall be for a period of five (5) years. This agreement shall be renewed automatically for up to three (3) additional five (5) year terms, unless the City provides written notice (registered mail) to the Contractor of the City's refusal to renew at least thirty (30) days prior to the end of the current term.

3. Contractor's Responsibilities. Contractor shall furnish at its sole cost and expense all personnel, tractors, trailers, licenses, Highway permits, equipment and other requirements necessary to provide transportation of the Acceptable Waste.

4. City's Responsibilities.

- a) The City shall ensure that all shipments ordered under this Agreement will be directed to and from facilities holding all legally required permits and licenses.
- b) The City, as operator of the Transfer Station, will assume responsibility for loading the trailers provided by Contractor.
- c) The City will provide the equipment and operator for on site movement of trailers. City forces will move trailers into the Transfer Station for loading and back to the staging area and tarp (tarp laid across, not strapped down) when full. All tarps will be hand cranked from the ground.
- d) The City will be responsible for covering each load prior to transport by the Contractor. The Contractor supplied tarp shall be operational from the ground with a manual crank.
- e) The City shall utilize a truck scale in the loading bay area to track load-out tonnage.

5. Performance Specifications. The parties shall perform this Agreement in accordance with the following specifications:

- a) Contractor shall transport Acceptable Waste from the Transfer Station to the Landfill on a daily basis on a six (6) day a week schedule. Loaded trailers remaining on site on Saturday afternoon will be hauled on Monday morning.
- b) Contractor shall supply an adequate number of trailers (contract maximum of 24 unless an amendment is agreed upon and attached) for staging operations.
- c) Contractor shall transport the loaded Trailers in accordance with all applicable federal, state and local laws, rules, regulations, ordinances and legal requirements and shall promptly unload the Trailers in a manner reasonably acceptable to the operator of the Landfill and complying with all rules and regulations of the Landfill.
- d) Contractor shall be solely responsible for any fines and penalties arising out of its transportation of Waste, except for overweight fees.
- e) Contractor warrants that it will comply at all times during the term of this Agreement with all applicable federal, state and local laws, regulations and ordinances including, without limitation, all such laws regulations and ordinances dealing with health, safety, the environment and employment practices.

6. Rate Schedule.

- a) City shall pay Contractor, as the exclusive transporter of Acceptable Waste from the Transfer Station to the landfill as outlined in the attached Rate Fee Schedule, or any additional miles incurred in normal transportation of the waste.
- b) The transportation fee will be adjusted annually to reflect changes in the cost of doing business. The first adjustment shall be made on January 1, 2006. Thereafter the annual adjustment date will be Jan 1st of each year. The fee adjustment will be determined two months prior to the effect date for the previous twelve months. Contractor's annual adjustment shall be based on the Consumer Price Index - All Urban Consumers (CPI-U), U.S. city average, all items, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The transportation fee will be adjusted to reflect changes in costs of doing business plus (i) any Fees and Taxes, and (ii) any increased operational costs or expenses incurred by the CONTRACTOR, to the extent not reflected in the Consumer Price Index (CPI) and resulting from changes in the cost of fuel, labor, or insurance and increases caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws, whether imposed retroactively or prospectively and which was not otherwise foreseeable to the CONTRACTOR at the time of execution of this agreement.
- c) A surcharge will be added to all line-haul rates and charges outlined on the Rate Fee Schedule and subsequent amendments hereto, determined by the attached Fuel Surcharge Chart. Calculations shall be made and become effective the first Monday of each month based upon the United States Department of Energy PADD 1Z Lower Atlantic price or Tuesday if Monday is a Federal holiday.

- d) Damages to Contractors equipment by City will be reimbursed by the City within forty-five (45) days, after the City receives an itemized invoice listing all repairs provided such damage is not disputed. Damages, as contemplated in this section, are exclusive of normal wear and tear. If repairs are performed by Contractor's personnel, the reimbursed rate on labor shall be the current market rate for such repairs and all parts shall be at Contractor's cost plus twenty-five percent (25%). If repairs are made by a third party, the reimbursement amount shall be the actual costs incurred. If newer modeled equipment is damaged to the point that it must be placed out of service, there is an out of service fee per work day (Monday – Saturday) of \$500 per day for tractors and \$100 per day for trailers. Older modeled equipment damaged to the point that it must be placed out of service, fees assessed will be \$350 per day for tractors and \$75 per day for trailers, respectively. If the City elects to subcontract the Transfer Station operation Hilco's right to receive damage reimbursement transfers to the selected subcontractor.

7. Payment Schedule.

- a) Contractor will deliver weekly invoices to the City in the week following the week in which transportation services were provided. Each invoice will reflect the total amount due and the calculation of such amounts. The invoice will include manifest number (trip number), load weight rate and or mileage, delivery dates. The City shall tender payment no later than forty-five (45) days from the date of invoice. Upon request by the City, Contractor shall provide backup documentation for the calculation on any amount due under and invoice.
- b) Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years' budgets.

8. Changes in Law. If Contractor incurs increased costs in performing its obligations under this Agreement due to changes in applicable law which becomes effective after July 1, 2006, then the transportation fee described in Paragraph 6 above may be adjusted by a written agreement signed by the parties, subject to the following provisions:

- a) "Changes in law," as used herein, means any new or revised laws, statutes, rules regulations, ordinances, orders, permits, taxes, levies, surcharges or other equipment or any federal or state legislative or administrative body, regional, county, municipal or other local authority, or any other agency or body exercising jurisdiction over any aspect of Contractor's performance of its obligations under this Agreement and which were not known or anticipated by Contractor at the time of execution of this agreement .
- b) Contractor shall promptly notify the City of such changes in law and identify its reasonable, actual increased costs of performing this Agreement (documentation of the effect on the transportation rate shall accompany the notification from the Contractor to the City). If the parties sign a mutual agreement through and adjustment of rate set forth in Paragraph 6 no later than thirty (30) days after such mutual agreement is signed.

9. Independent contractor. Contractor will perform all work under this Agreement as an independent contractor. Contractor is not and shall not be considered an employee, agent or servant of the City for any purpose under this Agreement or otherwise for any-purpose whatsoever. Likewise, none of Contractor's subcontractors, employees or agents shall be considered employees, agents or servants of the City for any-purpose under this Agreement or otherwise. Contractor has at all times exercise exclusive control of the details of the service and work performed hereunder and of all acts omissions of its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement may be construed as giving the City any right or duty to supervise or control Contractor, its subcontractors, employees or agents.

10. Subcontractors. Contractor may not use subcontractors for any Work, except those subcontractors for which the City has given Contractor prior written approval. Unless Contractor has obtained the City's prior approval to subcontract, Contractor warrants that all equipment used in the Work are owned/leased, operated and controlled by Contractor. Contractor is liable to the City for each subcontractor's performance of Work as if the Work was performed by Contractor itself.

11. Nonexclusive Use of Equipment. Contractor may use its Trailers for purposes other than those connected with the performance of this Agreement. However, Contractor shall have, at all times, sufficient personnel, equipment and Trailers available to perform its obligations under this Agreement.

12. Force Majeure.

- a) Means any event relied upon by the CONTRACTOR as justification for delay in, or as excuse from complying with, any obligation required of the CONTRACTOR under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the provided such action is not a result of the acts of CONTRACTOR; (iii) the denial, loss, suspension, expiration, termination, failure of renewal (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the acceptance and/or disposal of Waste provided such action is not a result of the acts of the CONTRACTOR.
- b) For purposes of this Agreement, a strike shall not be considered a Force Majeure.
- c) In the event of a Force Majeure, the affected party shall notify the other party immediately in writing, setting fourth the particulars of the circumstances, its expected

duration, and the steps it is taking to overcome the cause. A second notice shall be given immediately after the effect of such Force Majeure has ceased.

13. Allocation of Risk. The City shall be deemed the sole owner of the contents of the Trailers. Contractor shall only accept and transport to the Landfill all Acceptable Waste which is loaded into the Trailers at the Transfer Station. The City shall retain ownership of the Waste until the Waste is received by the Landfill. At no time, does the Contractor obtain ownership of the Waste. It is the City's responsibility to provide Acceptable Waste for transport by Contractor.

If the Landfill determines that Waste loaded on the trailer by the City is unacceptable for disposal at the Landfill, the City shall remain obligated to pay Contractor in accordance with the terms in Paragraph 6 above for such loads of Waste. In addition, the City shall reimburse Contractor's extra transportation costs incurred as a result of unacceptable waste being included in the loads tendered by the City to the Contractor for transportation pursuant to this Agreement, in accordance with the terms in Paragraph 6 (b).

14. Indemnification. To the maximum extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City from and against all claims actions, including reasonable attorney's fees, based on or arising out of damage or injury to persons (including employees, agents, or subcontractor) or property, to the extent caused by willful conduct, error, omission or negligent act of Contractor or any of the Contractor's directors, officers, employees, agents or subcontractors in the performance of this Agreement or any breach of any term of this Agreement.

The Customer agrees to indemnify, protect, defend, save and hold harmless the CONTRACTOR, its parent corporations, partners, members, subsidiaries and Affiliates, and the officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including all court and settlement costs, attorneys' fees, and expert witness and consultation fees), caused by or resulting from (i) any negligent or willful act or omission of the Customer or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement, including the Customer's negligent execution of, or failure to execute, its duties or obligations under this Agreement, (ii) a breach by the Customer of any of the covenants, agreements, representations, warranties, duties or obligations of the Customer set forth in this Agreement

Notwithstanding any other provision to the contrary, the indemnification provisions of this Paragraph 14 shall survive the termination of this Agreement.

15. Default.

- a) Contractor will be considered to be in default of its obligations under this agreement including, but not limited to the following conditions:

- 1) Failure to provide sufficient empty Trailers to the staging area at the Transfer Station at all times. If no empty Trailers are available in the staging area, Contractor shall have three (3) hours to remedy the situation;
 - 2) Failure to accept, transport and unload Acceptable Waste tendered by the City;
 - 3) Failure to maintain at its sole cost and expense the insurance provided for in Paragraph 16 below.
 - 4) Failure to maintain, or comply with, all requirements, any and all permits, approvals or licenses required by federal, state or local law, statute or ordinance necessary to Contractor's performance of this Agreement; or
 - 5) Failure to otherwise comply with any material term or provision of this Agreement.
- b) The City will be considered to be in default if its obligations under this Agreement under the following conditions.
- 1) Failure to make timely payments as required by this Agreement;
 - 2) Failure to otherwise comply with any material term or provision of this Agreement.
- c) Any such default by either party shall provide good cause for termination if not cured within seven (7) calendar days after the defaulting party receives written notice from the other party. In addition, three events of default within any 12 month period shall promote good cause for termination, whether or not any or all of them were timely cured.

16. Insurance. Contractor will provide certificate of insurance, with the City named as additional insured prior to beginning operations and on an annual basis. All policies shall provide for sixty (60) days advance written notice of material changes, cancellation, or non-renewal. Contractor will maintain at its expense at least the following limits of occurrence-based insurance during this Agreement.

Worker's Compensation Insurance as required by law, and Employer liability Insurance with a minimum limit of \$100,000 each accident.

Comprehensive or Commercial General Liability Insurance including blanket contractual and personal injury liability insurance with limits of \$1,000,000 each occurrence combined bodily injury and property damage; \$1,000,000 aggregate.

Comprehensive (Business) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with limits of liability of \$2,000,000 each occurrence combined injury and property damage.

17. The City of Greensboro is self-funding (self-insurance) of liabilities. Our Independent Insurance Advisor will provide evidence of such self-insurance or insurance coverage. (Attachment A)

18. Amendments to this Agreement. All provisions of this Agreement shall be strictly complied with and conformed to by the parties, and no amendment to this Agreement shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided in such amendment.

19. Time of Essence. Time limits and performance deadlines stated in this Agreement are of essence.

20. Waiver. A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach whether similar or dissimilar, or as a waiver of any provision it self. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of this Agreement such that its wavier would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a contract modification as provided for elsewhere in this Agreement.

21. Notice. All notices shall be in writing and sent certified or registered mail (postage prepaid), facsimile transmission or confirmed receipt overnight delivery to the following address:

To Contractor: Hilco Transport, Inc.
7700 Kenmont Rd.
Greensboro, NC 27409
Attn: Gurney Long
Fax: 336-273-9701

To City: City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136
Attn: Director Environmental Services
Fax: 336-373-2988

City of Greensboro
White Street Landfill
2503 White Street
Greensboro, NC
Attn: Waste Disposal Manager
Fax: 336-373-7656

The date of time of receipt for purposes of all notices required or allowed under this Agreement shall be the time or date the relevant document was sent by registered or certified mail in accordance with the provisions hereof, or personally delivered to or acknowledged receipt at the proper address, or on the business day following a successful facsimile transmission. Any party may change its address for notices hereunder on not less than five (5) days notice by delivering a notice of such change in accordance with the provisions of this Agreement.

22. Choice of Law. This Agreement will be governed by North Carolina law, without regard to choice of law rules.

23. Severance. In the event any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the balance of this Agreement shall remain in effect and binding on the parties.

24. Merger. This Agreement constitutes the entire agreement and understanding between the parties thereto regarding this subject matter and may not be modified, in any respect except in writing signed by both parties.

25. Assignment. Contractor may not assign any of its rights or obligations under this Agreement without the prior written consent of the City. The City may not assign any of its rights or obligations under this Agreement without the prior written consent of the Contractor.

26. Should the City decide to out source the Transfer Station operations, Hilco will have first right of refusal to present to the City an agreement to assume these operations.

IN WITNESS WHEREOF: the parties have executed this Agreement as of the date first entered above.

Hilco Transport, Inc.

By: _____

Title: _____

Date: _____

Corporate Seal:

Rate Fee Schedule

City of Greensboro
Greensboro, NC

Prices for MSW Transportation Services Only to Landfill:

PRICE - TRANSPORTATION OF MSW \$/Mile (Round-Trip Mile)			
Annual Tonnage	50 – 100	101 – 150	151 – 200
60,000 – 100,000	2.868	1.712	1.594
100,001 – 150,000	2.707	1.694	1.594
150,001 – 200,000	2.707	1.694	1.594
200,001 – 250,000	2.707	1.694	1.594

Contractor's price is based on a usable trailer capacity of 122-130 cubic yards

Fuel Surcharge Chart

City of Greensboro
Greensboro, NC

The above pricing for hauling shall increase or decrease by (1%) for every 8-cent increase/decrease in the price of diesel fuel above/below the threshold price of \$1.981 per gallon. Calculations shall be made and become effective the first Monday of each month based upon the United States Department of Energy PADD 1Z Lower Atlantic price or Tuesday if Monday is a Federal holiday.

- 1) A surcharge will be added to all line-haul rates and charges provided in this schedule and subsequent amendments hereto, determined by the table and method below.
- 2) The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics and reported by the DOE Index Service, phone no. (202) 586-6966, will be used as announced on the first Monday of each Month, or on Tuesday when Monday is a Federal holiday*.

Average Price/Gallon		Percent of Surcharge	Average Price/Gallon		Percent of Surcharge
\$ 1.421	\$ 1.500	-7.0%	\$ 3.261 to \$ 3.340		16.0%
\$ 1.501 to	\$ 1.580	-6.0%	\$ 3.341 to \$ 3.420		17.0%
\$ 1.581 to	\$ 1.660	-5.0%	\$ 3.421 to \$ 3.500		18.0%
\$ 1.661 to	\$ 1.740	-4.0%	\$ 3.501 to \$ 3.580		19.0%
\$ 1.741 to	\$ 1.820	-3.0%	\$ 3.581 to \$ 3.660		20.0%
\$ 1.821 to	\$ 1.900	-2.0%	\$ 3.661 to \$ 3.740		21.0%
\$ 1.901 to	\$ 1.980	-1.0%	\$ 3.741 to \$ 3.820		22.0%
\$ 1.981 to	\$ 2.060	0.0%	\$ 3.821 to \$ 3.900		23.0%
\$ 2.061 to	\$ 2.140	1.0%	\$ 3.901 to \$ 3.980		24.0%
\$ 2.141 to	\$ 2.220	2.0%	\$ 3.981 to \$ 4.060		25.0%
\$ 2.221 to	\$ 2.300	3.0%	\$ 4.061 to \$ 4.140		26.0%
\$ 2.301 to	\$ 2.380	4.0%	\$ 4.141 to \$ 4.220		27.0%
\$ 2.381 to	\$ 2.460	5.0%	\$ 4.221 to \$ 4.300		28.0%
\$ 2.461 to	\$ 2.540	6.0%	\$ 4.301 to \$ 4.380		29.0%
\$ 2.541 to	\$ 2.620	7.0%	\$ 4.381 to \$ 4.460		30.0%
\$ 2.621 to	\$ 2.700	8.0%	\$ 4.461 to \$ 4.540		31.0%
\$ 2.701 to	\$ 2.780	9.0%	\$ 4.541 to \$ 4.620		32.0%
\$ 2.781 to	\$ 2.860	10.0%	\$ 4.621 to \$ 4.700		33.0%
\$ 2.861 to	\$ 2.940	11.0%	\$ 4.701 to \$ 4.780		34.0%
\$ 2.941 to	\$ 3.020	12.0%	\$ 4.781 to \$ 4.860		35.0%
\$ 3.021 to	\$ 3.100	13.0%	\$ 4.861 to \$ 4.940		36.0%
\$ 3.101 to	\$ 3.180	14.0%	\$ 4.941 to \$ 5.020		37.0%
\$ 3.181 to	\$ 3.260	15.0%	\$ 5.021 to \$ 5.100		38.0%

*Based on PADD 1Z Lower Atlantic pricing

CONTRACT EXECUTION FORM

Recommended by:

Jeff W. Cowington
Environmental Services Director

Date: 06-30-06

FINANCE DEPARTMENT

City of Greensboro, North Carolina

Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years' budgets.

By: *Susan Wachar*
Printed
Name: SUSAN WACHAE

Date: 7/14/06

Title: ACCOUNTING MGR.

Approved as to form:

LEGAL DEPARTMENT

City of Greensboro, North Carolina

By: *M. Blair Carr*
Printed
Name: M. Blair Carr

Date: 7/14/06

Title: Asst. City Atty.

CITY MANAGER'S OFFICE

City of Greensboro, North Carolina

By: *Mitchell Johnson*
Printed
Name: _____

Date: 7-21-06

Title: _____

CITY CLERK

City of Greensboro, North Carolina

By: *Juanita F. Cooper*
Printed
Name: _____

Date: 7-25-06

Seal: _____

Attachment A

GUILFORD CITY/COUNTY INSURANCE ADVISORY COMMITTEE

Laurence Aikens
John Causey, CLU, ChFC, CSA
Ron Davidson, CLU, LUTCF
Woodroe Haywood, CPCU
Rudy Hinnant, CIC, LUTCF, CSA
Annie F. Parham
Larry E. Wallace, RHU, LUTCF

620 Green Valley Road
Suite 302
Greensboro, NC 27408
Telephone 299-1991
Telephone 299-1339
Fax (336) 299-1713

C. Fred Carlson, CLU
Chairman
Anthony Vincent, LUTCF
Vice-Chairman
Everette Arnold, CPCU, ARM
Executive Director

March 28, 2006

Re: City of Greensboro

The City of Greensboro is self-funded for all liability losses. Any contract signed by the City will be covered under the self-funding plan according to the provisions of the contract. The first \$100,000 of any liability loss will be self-funded by the City and any higher amount will be payable by the Local Government Excess Liability Fund, Inc., up to a total of \$3,000,000 (subject to the provisions of the Excess Liability Fund). We have determined that such self-funding is reasonable and appropriate Risk Management by the City at this time. Effective April 20, 2006, the City purchased \$5,000,000 excess liability above the \$3,000,000 retained limit from Genesis Insurance Company. The Local Government Excess Liability Fund, Inc. will pay an additional \$800,000 for claims above the \$5,000,000 excess policy amount.

The City of Greensboro is insured under Excess of Loss Property Insurance Plan with Affiliated FM Insurance Company, which will expire on July 1, 2006. This policy will provide insurance on property items, including those subject to the above referenced agreement, at replacement values for buildings and contents. The first \$100,000 of any loss per claim will be self-funded by the City. The policy will pay losses over \$100,000 up to the \$250,000,000 limit. The City is self-funded for over-the-road physical damage losses to equipment and vehicles. We have determined that such self-funding is reasonable and appropriate Risk Management by the City at this time.

The City of Greensboro is insured under policy number EWC007322 with Midwest Employers Casualty Company for Workers' Compensation and Employer's Liability. The term of the coverage is July 1, 2005 to July 1, 2006 with a statutory limit and \$2,000,000 Employer's Liability. The self-funded retention of the City is \$600,000 and applies for each accident. The self-funded retention is paid by the City, and the Midwest Employers Casualty Company policy applies as excess above the primary retention by the City. We have determined that such self-funding is reasonable and appropriate Risk Management by the City at this time.

The aforementioned self-insurance and insurance coverage is in compliance with the requirements of the Trust Agreement securing the above-mentioned bonds.

By copy of this letter, we are notifying Mr. Andrew Gravesen at Affiliated FM and Mr. Greg Vahle at Midwest Employers Casualty Company of this agreement.

Very truly yours,

Everette Arnold, CPCU, ARM
Executive Director

cc: Andrew Gravesen (via Email)
Dick Dickens (via Email)
Greg Vahle (via Email)
Richard Lusk



City of Greensboro
City Council
Agenda Item

TITLE: Waste Disposal Contract

Department: Environmental Services Department

Current Date: June 29, 2006

Contact 1: Jeryl W. Covington

Public Hearing: NA

Phone: 373-2787

Advertising Date: NA

Contact 2: Greg Dingman

Advertised By: NA

Phone: 373-7660

Authorized Signature: *Jeryl W. Covington*

Attachments: Attachment A: Contract with Hilco Transport, Inc.

PURPOSE: City Council is requested to approve the municipal solid waste transportation contract with Hilco Transport, Inc.

BACKGROUND:

The City of Greensboro opened bids for the management of municipal solid waste on March 17, 2005. Hilco Transport, Inc. was the apparent low transportation bidder with a bid of \$1.646 per mile for annual tonnages of 60,000 – 100,000 and \$1.629 per mile for annual tonnages above 100,000 (2005 dollars). In addition to the mileage fee, a monthly fuel surcharge based upon the United States Department of Energy's Petroleum Administration for Defense Districts (PADD) 1Z Lower Atlantic will be incorporated. Annually, the mileage fee will be adjusted to reflect changes in the cost of providing services based upon the Consumer Price Index – All Urban Consumers, fees, taxes, fuel, law and rule changes that affect the costs.

The City of Greensboro has negotiated an initial term of five-years with an automatic renewal for up to three additional five year terms unless the City elects not to renew.

BUDGET IMPACT:

The annual contract amount is dependant on the volume of waste collected for transport to the Uwharrie Environmental Landfill located in Montgomery County, NC. The annual volumes can range from 60,000 tons per year to 200,000 tons per year. The current estimated annual contract amount (PADD June 5, 2006) can range from \$659,870.00 to \$2,176,480.00. Funding for this contract is available from account number 551-6509-09.5429

RECOMMENDATION / ACTION REQUESTED:

The Environmental Services Department recommends that City Council authorize the municipal solid waste transportation contract with Hilco Transport, Inc.

Agenda Item: _____

RESOLUTION APPROVING BID AND AUTHORIZING EXECUTION OF CONTRACT WITH HILCO TRANSPORT, INC. FOR THE WASTE DISPOSAL CONTRACT

WHEREAS, after due notice, bids have been received for the waste disposal contract;

WHEREAS, Hilco Transport, Inc., a responsible bidder, has submitted the low base and alternate bid for the estimated annual contract amount which is based on \$1.646 per mile for annual tonnages of 60,000 – 100,000 and \$1.629 per mile for annual tonnages above 100,000 to be adjusted to reflect changes in the cost of providing services based upon the Consumer Price Index, which bid, in the opinion of the City Council, is the best bid from the standpoint of the City;

WHEREAS, the Contract award will be for an initial term of five years with an automatic renewal for up to three additional five year terms unless the City elects not to renew.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the bid hereinabove mentioned submitted by Hilco Transport, Inc. is hereby accepted, and the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Greensboro a proper contract to carry the proposal into effect, based on \$1.646 per mile for annual tonnages of 60,000 – 100,000 and \$1.629 per mile for annual tonnages above 100,000 to be adjusted to reflect changes in the cost of providing services based upon the Consumer Price Index, payment to be made from Account No. 551-6509-09.5429.

The foregoing resolution was adopted by the City Council of the City of Greensboro, NC on

July 18, 2006
Juanita J. Cooper
City Clerk

FY 2012



Contract Routing Control Sheet

Field Operations

Contact: Dale Wyrick Phone: 373-2783

Annual Agreement

Tracking#: 2,677 Date Submitted: 5/4/2011 Date Needed:

Contract#: 2006-1194 Change Order#: 1 Lease#: Bid#:

Coliseum#: NCDOT#: Resolution#:

Requisition#: Email For Pickup: Rush:

Description: Amendment to the contract for a one year extension for ~~transportation services.~~ *OF SOLID WASTE TRANSPORT SERVICES.*

Comments: Funds will not be encumbered until July 1, 2011. Please interoffice mail to Tonya Williams.

Vendor:	Hilco Transport Inc	Account #	CBR	Amount
Vendor#:	1689	551-6509-09.5429		\$3,000,000.00
Location:			Total:	\$3,000,000.00
	PO Box 35049 Greensboro, NC 27425			

Signatures

Dept Director Reviewed By: *D. Wyrick* Date: 5/5/11

Finance Reviewed By: _____ Date: RECEIVED MAY 10 2011

Accounting Reviewed By: *J. C. Smith* Date: 5/12/11

Attorney Reviewed By: *J. K. Winter* Date: 5-19-11

City Manager Reviewed By: *P. Morgan* Date: 5-23-11

Mayor Reviewed By: _____ Date: _____

City Clerk Attested By: *D. Wyrick* Date: 5/24/11

Purchasing Reviewed By: _____ Date: _____

* CAN TERMINATE FOR ANY REASON W/ THIRTY DAYS NOTICE.

RECEIVED
MAY 23 2011
City Manager's Office

RECEIVED
MAY 23 2011
City Clerk's Office

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
GREENSBORO AND HILCO TRANSPORT, INC.**

WHEREAS, on June 19, 2006, the City of Greensboro ("City") and Hilco Transport, Inc. ("Hilco") entered into an agreement for the provision of solid waste transport services; and

WHEREAS, the term of the 2006 agreement is set to expire on June 19, 2011, and

WHEREAS, the 2006 agreement as written is renewable only for additional five-year terms; and

WHEREAS, the City desires to retain the services of Hilco, but is unable to commit to an additional five-year term

NOW, THEREFORE in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend their agreement dated June 19, 2006 as follows:

1. The term of the agreement is renewed for one year and shall not expire until June 19, 2012. The term will automatically renew for up to three additional one-year terms, unless the City provides written notice to Hilco of its intention to refuse the renewal period. The notice must be provided at least thirty days prior to the expiration of the current term. Either party, by thirty days written notice, may terminate this agreement for any reason.
2. The City and Hilco agree that the City will pay to Hilco a transportation fee of \$1.743 per mile for solid waste transport services. This transportation fee is effective May 2, 2011.
3. It is expressly agreed by the parties that this amendment is supplemental to the agreement dated June 19, 2006, which is made a part by reference, and all terms, conditions and provisions of the original agreement, unless specifically modified, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.
4. In the event of any conflict, inconsistency, or incongruity between the provisions of this amendment and provisions of the agreement dated June 19, 2006, the provisions of this amendment shall in all respects govern and control.
5. The parties agree that a facsimile signature shall be valid and have the same force and effect as an original signature.

In witness whereof the parties hereto have executed this amendment, this the 26 day of April, 2011.

HILCO TRANSPORT, INC.

By: [Signature] Seal:
President or Vice-President

Attested By: [Signature]
Secretary or Assistant Secretary

RECOMMENDED BY:

[Signature]
Department Head

Date: 5-5-11

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

[Signature]
Financial Officer

Date: 5/12/11

[Signature]
City Attorney: Approved as to form

Date: 5-19-11

[Signature]
Assistant City Manager: Authorized

Date: 5-23-11

[Signature]
City Clerk: Attested

Date: 5/24/11