**Execution Copy**
**RFP 08-12**

# MUNICIPAL SOLID WASTE TRANSPORTATION SERVICE AGREEMENT

Between

THE CITY OF GREENSBORO, NORTH CAROLINA

and

HILCO TRANSPORT, INC.

Dated October 11, 2012

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THIS MUNICIPAL SOLID WASTE TRANSPORTATION SERVICE AGREEMENT is made and dated as of October 11, 2012 between the City of Greensboro, a political subdivision of the State of North Carolina (the "City"), and Hilco Transport, Inc. (the "Company").

RECITALS

The City has determined that it is not in the interest of the residents of the City to dispose of solid waste onsite and that the transfer of such waste received at the Transfer Station into transfer trailers for offsite disposal would best secure the City's interests.

The City has issued a request for proposals dated April 11, 2012 (the "RFP") for the transportation and disposal of Solid Waste received at the Transfer Station.

The Company provided the most advantageous proposal to provide waste transportation services to the City in response to the RFP and was awarded the contract by the City on September 4, 2012.

The execution and delivery of this Agreement by the City has been duly authorized by all necessary corporate action.

It is, therefore, agreed as follows:

## ARTICLE I

## DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Waste" means Municipal Solid Waste and any other solid waste that the Transfer Station is permitted to accept as of the Contract Date, and any other wastes that the system is permitted to accept in the future upon mutual consent of the parties.

"Agreement" means this Municipal Solid Waste Transportation Service Agreement between the City and the Company, dated October 11, 2012, as the same may be amended or modified from time to time in accordance herewith.

"Applicable Law" means any law, rule, regulation, requirement, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time to the transportation of Acceptable Waste, or any other transaction or matter contemplated hereby.

"Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended from time to time and any successor statute thereto. "Bankruptcy Code" shall also include any similar state law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

"Billing Period" means each calendar month during the Term of this Agreement, except that (1) the first Billing Period shall begin on the Commencement Date, and (2) the last Billing Period shall end on the last day of the Term of this Agreement.

"Billing Statement" has the meaning set forth in Section 6.2 hereof.

"City" means the City of Greensboro, North Carolina.

"Commencement Date" means October 15, 2012.

"Company" means Hilco Transport, Inc., the legal entity with which the City has entered into this Agreement, and its permitted successors and assigns.

"Contract Date" means the date of delivery of this Agreement as executed by the parties hereto.

"Contract Services" means the transportation of all Acceptable Waste received at the Transfer Station and all related services as described in this Agreement.

"Contract Standards" means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) good industry practice; (4) applicable operation and maintenance manuals; (5) applicable equipment manufacturers' specifications; (6) applicable Insurance Requirements; and (7) any other standard, term, condition or requirement specifically provided in the Service Agreement to be observed by the Company.

"Event of Default" means, with respect to the Company, those items specified in Section 7.2, and with respect to the City, those items specified in Section 7.3.

"Governmental Approval" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the performance of any obligation under this Service Agreement or the matters covered hereby.

"Governmental Body" means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

"Hazardous Waste" means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, "hazardous substance" as defined under CERCLA and "hazardous waste" as defined under RCRA; provided, however, that household hazardous waste shall not constitute Hazardous Waste as long as such wastes are

exempt from Hazardous Waste regulation under Applicable Law. Hazardous Waste shall include radioactive materials.

"Loss and Expense" shall have the meaning set forth in Section 9.3 hereof.

"Municipal Solid Waste" or "MSW" means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the Prime Rate, whichever is lower.

"Prime Rate" means the prime rate as published in The Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal (Eastern Edition) or the method of computation is substantially modified.

"Renewal Term" has the meaning specified in Section 8.2.

"Required Insurance" has the meaning specified in Appendix A hereto.

"Service Fee" means the fee payable by the City to the Company for the performance of the Contract Services as set forth in Section 6.1 hereof.

"Specified Landfill" means, the Uwharrie Environmental Landfill, the Subtitle D sanitary Landfill at which the Company shall transfer and transport all Acceptable Waste from the Transfer Station.

"State" means the State of North Carolina.

"Subcontractor" means any person (other than employees of the Company) employed or engaged by the Company or any person directly in privity with the Company, and includes every sub-subcontractor of whatever tier, for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, services, or otherwise.

"Term" has the meaning set forth in Section 8.1.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means the City's facility located at 6310 Burnt Poplar Road identified in DENR Permit No. 41-20-T.

"Unacceptable Waste" means solid waste that does not constitute Acceptable Waste, including Hazardous Waste.

"Uncontrollable Circumstances" means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:

(a) an act of God, lightning, earthquake, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air, epidemics, droughts, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the City); but not including reasonably anticipated weather conditions for the City's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the

willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body which, in each case, materially adversely affects the ability of a party to perform its obligations under this Agreement; provided however, that such order, judgment, action or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agent or employees) and that neither the contesting of any such order, judgment, action or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge; and

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent authorization or approval which is necessary for the performance of a party's obligation hereunder (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided however, that such suspension, termination, interruption, denial or failure of renewal or issuance or the delay in processing applications, as described above, shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any such determination not to contest such order, judgment, action or determination is based upon an opinion of competent counsel stating that actions taken to contest such order,

judgment, action or determination would more likely than not result in an unsuccessful challenge.

(e) new (effective following the Contract Date), or increases to any existing, federal or state fees or taxes (excluding income taxes) imposed upon the transportation services being provided to the City pursuant to this Agreement.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable law of the State of North Carolina.

(H) Integration. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the parties with respect to such transaction.

(I) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interrupt the provisions of this Agreement.

(J) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching or defaulting party, regardless of legal theory.

## ARTICLE II

## REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATION AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence and Powers. The City is a body politic and corporate of the State validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The City has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the City and, subject to any regulatory approvals required after the execution of this Agreement in accordance with Applicable Law, constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the City of this Agreement nor the performance by the City of its obligations hereunder nor the consummation by the City of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the City, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the City's best knowledge, threatened against the City which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the City in connection with the transactions contemplated hereby, or which would materially and adversely affect the

performance by the City of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The City has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the City of this Agreement and the transactions contemplated hereby.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants that:

(A) Existence and Powers. The Company is duly organized and validly existing as a corporation under the laws of the state of North Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Company has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Company and, subject to any regulatory approvals which may be required after the execution of this Agreement in accordance with Applicable Law, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Company of this Agreement nor the performance by the Company of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Company, (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Company) or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument or (3) will result in the creation or imposition of any lien, lease, mortgage, security interest, charge, judgment, judicial award or encumbrance of any nature whatsoever upon any of the properties or assets of the Company.

(D) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Company's best knowledge, threatened against the Company which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Company of its obligations hereunder or by the Company under any such other agreement or instrument.

(E) No Legal Prohibition. The Company has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Company of this Agreement and the transactions contemplated hereby.

(F) License and Regulations. The Company holds all licenses, registrations, permits and approvals required to perform the Contract Services.

## ARTICLE III

## COMPANY OBLIGATIONS GENERALLY

SECTION 3.1. PROVISION OF CONTRACT SERVICES. (A) Generally. Upon the occurrence of the Commencement Date and thereafter during the Term of this Agreement, the Company shall provide or cause the provision of the service of transporting from the Transfer Station to the Specified Landfill, all Acceptable Waste that is delivered (and not recovered for reuse) to the Transfer Station (the "Contract Services") in accordance with the Contract Standards. In the event the Company fails to provide the Contract Services commencing on the Commencement Date, the Company shall pay the City $10,000 per day as liquidated damages.

(B) Cost of Contract Services. The Company, at its sole cost and expense, shall provide all equipment, materials, labor, personnel, vehicles, trailers, required insurance, bonds, tolls, fuel, repairs, maintenance and all other items necessary to perform the Contract Services in accordance with Applicable Law and the provisions hereof.

(C) Fuel. The Company shall provide all fuel required for vehicles. The Company shall not have use of the City's fueling facilities.

SECTION 3.2. STAFFING. (A) Generally. The Company, at its cost and expense, shall provide staff to perform the Contract Services during the Term of this Agreement consistent with good management practices so as to allow for the removal and transport of Acceptable Waste in accordance with the requirements hereof. All staff performing the Contract Services shall have had proper training, certifications and licenses necessary to perform the applicable Contract Services and shall comply with all procedural and safety rules and regulations of the City in connection with accessing the Transfer Station.

(B) Service Coordinator. Each of the City and the Company shall designate in writing by the Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each, a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by written notice to the other party. The Company's Service Coordinator shall be

intimately familiar with the day-to-day transportation activities and shall be in regular communication with the City's Service Coordinator.

SECTION 3.3. COMPLIANCE WITH APPLICABLE LAW. The Company shall transport all Acceptable Waste and otherwise perform all of its obligations hereunder in accordance with Applicable Law including without limitation, all applicable motor vehicle and traffic laws in states and localities where the Contract Services are performed and all federal and State Department of Transportation rules and regulations relative to the transport of Acceptable Waste. In the event that the Company fails at any time to comply with Applicable Law, then the Company shall immediately take action to remedy such failure, and promptly thereafter, complete whatever actions are necessary to remedy such failure at its cost and expense and bear all Loss and Expense of either party and pay any resulting damages, fines, penalties, assessments or other charges resulting therefrom.

SECTION 3.4. LICENSES, PERMITS AND APPROVALS. The Company, at its own expense, shall make all filings, applications and reports necessary to obtain and maintain all permits, licenses and approvals required to be made, obtained or maintained by it under Applicable Law in order to perform the Contract Services. The Company, at its own expense, shall supply all data and information in a timely manner, which may be required by Applicable Law or to obtain a permit, license or approval and shall take all other action necessary or otherwise reasonably requested by the City in order to assist the City in obtaining, maintaining, renewing, extending and complying with the terms of any permits, licenses and approvals or other Applicable Law. All data, information and action shall be supplied and taken on a timely basis considering the requirements of Applicable Law. The data and information supplied by the Company to the City and all regulatory agencies in connection therewith shall be correct and complete in all material respects.

SECTION 3.5. REPORTING; BOOKS AND RECORDS. (A) Reporting. The Company shall maintain and submit all records and reports required of a transporter of Acceptable Waste by any Governmental Body in connection with the Contract Services. The Company shall provide the City with monthly operations reports with the Billing Statement no later than 15 days after the end of each month, including the following operating data: (1) a

statement of the number of Tons of Acceptable Waste transported from the Transfer Station by the Company during the prior month including a daily breakdown per load; (2) a statement of the number of trucks or loads of Acceptable Waste transported from the Transfer Station by the Company during the prior month; (3) any notices of violations by a Governmental Body in connection with the Contract Services; (4) any proposed change in the Specified Landfill; (4) any notices from the Specified Landfill; (5) two copies of all receipts or other proof of delivery from the Specified Landfill, as applicable, evidencing that the City's Acceptable Waste has been properly delivered to and accepted by such Specified Landfill; and (6) copies of any reports relating to the Contract Services required to be submitted by the Company to any Governmental Body.

(B) Books and Records. The Company shall maintain a daily log for all transport vehicles showing, at a minimum, truck registration number, weight delivered to the Specified Landfill classified by truck and by daily total, the name of the driver, the date and time the loaded vehicle crossed the Transfer Station scales and the date and time the loaded vehicle delivered the Acceptable Waste to the Specified Landfill.

## ARTICLE IV

## COMPANY TRANSPORTATION OBLIGATIONS

SECTION 4.1. TRANSPORTATION OF ACCEPTABLE WASTE. (A) Generally. Upon the occurrence of the Commencement Date, the Company shall receive and transport to the Specified Landfill, as applicable, all Acceptable Waste deposited at the Transfer Station in accordance with the requirements hereof.

(B) Schedule. The Company shall provide an adequate number of transport tractors, trailers and drivers for transport and disposal of a minimum of 900 Tons per day of Acceptable Waste so that the tipping floor of the Transfer Station can be completely cleared of such Waste by 8:00 p.m. daily. The Company shall provide additional equipment as necessary to handle peak load periods in excess of 1,000 Tons per day. City staff shall operate the Transfer Station between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday. The Transfer Station shall be open to the public for the receipt of Waste between the hours of 7:00 a.m. and 4:50 p.m. Monday through Friday. The City reserves the right, upon reasonable notice, to require the Company to provide Acceptable Waste transportation and disposal services on Saturdays, if, in its sole discretion, it determines that Saturday deliveries have increased to levels requiring such services. There shall be no charge for such extended hour service or Saturday service except for the Service Fee set forth in Section 6.1 hereof. The City's scale facilities will be available for weighing the Company's loads from 6:00 a.m. to 6:00 p.m. Monday through Friday (and on designated extended hours and hours on Saturday to the extent applicable). The Company's Service Coordinator shall ensure that a loading schedule compatible with Transfer Station operations shall be utilized.

(C) After-Hours Storage. The Company shall be permitted to store up to fifteen loaded trailers on a City designated area at the Transfer Station site after 6:00 p.m. on Monday through Friday for pick-up and transport during off-hours on such days (except that trailers loaded on Friday afternoon or Saturday may be stored onsite for transport on Monday morning, to the extent permitted by Applicable Law). All such stored trailers must be securely tarped. The City will not be responsible for any damage to stored trailers except for damage caused by City personnel and the Company shall hold the City harmless and indemnify the City

for all Loss and Expense in connection with such stored trailers. The Company shall promptly remedy any odor, vector, litter or other complaint or problem reported to the Company or City related to such outside storage. The City reserves the right, in its sole discretion, to prohibit via written notice to the Company the outside overnight storage of waste in transport vehicles at the Transfer Station in the event any odor, vector, litter or other problems arise.

(D) Maintenance and Repair. The Company shall maintain all tractors and trailers used for the Contract Services in good repair and in a manner which prevents the release of odors, fumes, noise, leachate or litter from the tractors or trailers.

(E) Non-Performance. The Company shall be responsible for ensuring that a sufficient supply of transfer vehicles is available at all times for the loading of waste so that transfer station operations can take place in accordance with Sections 3.1 and 4.1 hereof. Any costs incurred by the City including, but not limited to, overtime costs due to the Company's lack of equipment or staff, cleanup costs, fines incurred, the failure of the Company to transport Acceptable Waste per the operating permit, or costs for alternative service, will be deducted from the Service Fee or otherwise paid for by the Company plus a liquidated damage of $20.00 per Ton.

SECTION 4.2. TRACTORS AND TRAILERS. The Company shall provide sufficient tractors, trailers and drivers to perform the Contract Services in accordance with the schedule set forth in Sections 3.1 and 4.1 hereof. The capacity of such trailers shall be 122-130 CY. The Company shall provide tractor trailers to the Transfer Station in such a manner and upon such a schedule to allow an orderly and systematic removal of waste delivered throughout the day. In order to achieve such a result, the Company shall ensure that tractors alone or coupled with trailers are made available at the Transfer Station throughout the day and shall have available at all times at the Transfer Station a sufficient number of empty trailers which the Company can hook-up to a jockey truck which the Company may supply, as needed to assist in the pre-loading of trailers, provided and manned by the Company for loading, weighing and staging. All trailers shall be able to receive over the top loading of loose Acceptable Waste and shall be suitable for convenient loading given existing configurations of truck bays at the Transfer Station using equipment described in Section 6.1 hereof. The City shall not be required

to purchase, lease or otherwise acquire additional equipment in order to accommodate the Company's desired loading or transportation methods. The Company shall have available, at no extra expense to the City, sufficient backup equipment to perform the Contract Services. In the event that primary equipment becomes inoperable, the Company shall be capable of mobilizing backup equipment to insure a smooth and efficient transition to its operation. All tractors and trailers utilized by the Company to perform the Contract Services shall be registered and identified in accordance with, and shall comply with all requirements of, Applicable Law.

SECTION 4.3. SECURING TARPS. The City shall ensure that each trailer is securely covered or tarped, with covers and tarps provided by the Company prior to leaving the Transfer Station. The Company shall be responsible for inspecting the tarping and securing the tarp to the trailer prior to leaving the site. Any litter or spillage from a tarped trailer shall be the responsibility of the Company. All tarps and tarp fasteners shall comply with the requirements of Applicable Law.

SECTION 4.4. VEHICLE ROUTING. (A) Onsite. The Company shall conform to City procedures with regard to access, egress and onsite traffic flow at the Transfer Station and shall conform to the City's procedures and direction with regard to the weighing of transport vehicles.

(B) Routing Plan. Within five (5) days prior to the Commencement Date, the Company shall submit, for the City's approval, its proposed routing plan for transport vehicles operating between the Transfer Station and the Specified Landfill. The routing plan shall designate alternate routes to be used in the event that the primary route is closed. The routing plan shall state the total distance to be traveled between the point of origin and destination, as well as the expected time of travel.

SECTION 4.5. ACCIDENTS OR SPILLS. The Company shall be responsible for promptly responding to any accidents involving transportation vehicles utilized by the Company and its Subcontractors and for the subsequent clean-up and disposal of solid waste being transported in those vehicles. The Company shall reimburse the City in the event of accidental spillage, equipment failure, or other circumstances causing overtime or other expense to the City.

SECTION 4.6. STAGING AREA. The Company shall be responsible for providing staging areas for transfer vehicles off the Transfer Station site, if necessary, to ensure that Acceptable Waste shall be removed in a timely and efficient manner. The maximum number of transfer vehicles onsite at any time shall be determined by the Company in consultation with the City Service Coordinator. Such vehicles shall be staged onsite only at locations specifically designated by the City, so as not to interfere with the efficient operation of the Transfer Station.

SECTION 4.7. CITY WASTE ONLY. The Company shall not combine City Acceptable Waste with other waste or materials for transportation to the Specified Landfill. The vehicles leaving the Transfer Station shall proceed directly to the Specified Landfill, as applicable, in accordance with the transportation routes approved by the City.

SECTION 4.8. COMPLIANCE WITH RULES AND REGULATIONS. The Company's transport vehicles shall be in compliance with all rules and regulations of the Specified Landfill.

## ARTICLE V

## CITY OBLIGATIONS

SECTION 5.1. LOADING OF ACCEPTABLE WASTE. Beginning on the Commencement Date and continuing through the Term of this Agreement, the City, at its own cost and expense, shall provide or cause to be provided all equipment and labor necessary to position and load Acceptable Waste into open-top trailers provided by the Company in accordance with Article III hereof by means of front-end loaders and, from time to time, excavators. Loading of open-top trailers shall occur from 6:00 a.m. to 6:00 p.m. Monday through Friday. In the City's sole discretion, operating hours may be extended beyond 6:00 p.m. in order to ensure clearance of the tipping floor. The City shall retain ownership of the waste loaded into the Company's trailers until the waste is received at the Specified Landfill.

SECTION 5.2. COVERING OPERATION. The City or the City's Transfer Station operator will be responsible for covering each load prior to transport by the Company, and placing the loaded trailer on the yard ready for transport, except for live loaded trailers for which the Company will be responsible for covering. Loaded trailers remaining at the Transfer Station Saturday afternoon will be hauled on Monday morning. The Company shall be responsible for inspecting all loads leaving the Transfer Station to ensure proper covering is securely fastened.

SECTION 5.3. SCALE OPERATIONS. The City will operate and maintain scale facilities on the Transfer Station site for weighing of Company vehicles from 6:00 a.m. to 6:00 p.m. Mondays through Fridays. In the City's sole discretion, operating hours may be extended beyond 6:00 p.m. by the City. The Company may, at its cost, request a third party verification of the scale accuracy.

SECTION 5.4. UNACCEPTABLE WASTE SCREENING. The City shall utilize and cause its Subcontractor (if applicable) to utilize all reasonable efforts to prevent the loading of Unacceptable Waste into Company vehicles. The Company shall notify the City upon the discovery of Unacceptable Waste received by the Company from the City and the City shall be responsible for causing the proper disposal of such Unacceptable Waste. If the City directs

the Company to properly dispose of such Unacceptable Waste, the Company shall do so at a fair market price.

SECTION 5.5. DESIGNATED STORAGE AND STAGING AREAS. (A) Storage Area. The City shall designate an area on the Transfer Station site where the Company may store up to fifteen fully covered trailers after regular business hours, subject to the provisions of Section 4.1(C). No such trailer shall be stored for more than 24 hours unless loaded on Friday or Saturday, in which case no such trailer shall be stored for more than 72 hours. The City Service Coordinator will provide instructions to drivers for access to the Transfer Station following the close of regular business hours.

(B) Staging Area. The City, through the City Service Coordinator, shall designate an area on the Transfer Station site for staging of a reasonable number of vehicles prior to loading.

SECTION 5.6. DAMAGES TO COMPANY EQUIPMENT. Damage to the Company's equipment by the City shall be reimbursed by the City within forty-five (45) days after the City receives an itemized invoice listing all repairs, provided such damage or amount is not disputed. Damage, as contemplated in this Section 5.6 , is exclusive of normal wear and tear. In the event that repairs are performed by the Company's personnel, the reimbursed rate on labor shall be at the Company's cost plus twenty-five percent (25%). In the event that repairs are made by a third party, the reimbursement amount shall be the actual costs incurred. In the event that newer modeled equipment is damaged to the point that it must be placed out of service, there shall be an out of service fee per work day (Monday-Saturday) of $500 per day for tractors and $100 per day for trailers. In the event that older modeled equipment is damaged to the point that it must be placed out of service, the fees assessed shall be $350 per day for tractors and $75 per day for trailers. In the event that the City elects to subcontract the Transfer Station operation, the Company's right to receive damage reimbursement pursuant to this Section 5.6 shall be transferred to the City's selected subcontractor.

ARTICLE VI

SERVICE FEE

SECTION 6.1. SERVICE FEE. Commencing with the first Billing Period and for each Billing Period thereafter, the City shall pay the Company a Service Fee for the Contract Services provided by the Company under the terms of this Agreement. The Service Fee for all Acceptable Waste brought to the Uwharrie Landfill during the Term shall be an amount equal to (1) $1.665 (which dollar amount shall be adjusted on October 1st of each year of the Term beginning on October 1, 2013 to reflect the change in the CPI); multiplied by (2) the number of truck miles traveled by Company trucks hauling City Acceptable Waste from the Transfer Station to the Uwharrie Landfill and traveling back to the Transfer Station for such Billing Period. The fuel surcharge calculation is set forth in Appendix D. Additionally, the Service Fee for all Acceptable Waste brought to another disposal site shall be calculated in accordance with the Company's price proposal forms included in Appendix D. For the purposes of this Agreement, "CPI" means 100% of the Consumer Price Index for All Urban Consumers, US City Average, all items, as issued by the Bureau of Labor Statistics. The change in the CPI shall be measured by comparing the CPI of August of the then-current year to the CPI of August of the previous year not to exceed 5% each year.

SECTION 6.2. BILLING OF THE SERVICE FEE. (A) Billing Statements. For each Billing Period the Company shall render a statement (a "Billing Statement") to the City by the 5th day of the following Billing Period, which shall set forth each component of the Service Fee. Each Billing Statement shall be accompanied by sufficient data as to permit the City to verify the accuracy of the Billing Statement.

SECTION 6.3. CITY'S PAYMENT OBLIGATIONS. (A) Payment Only for Waste Deliveries. The City shall pay the Company the Service Fee as provided hereunder during the Term of this Agreement within 30 days of receipt of a Billing Statement.

(B) Disputes. If the City disputes any amount billed by the Company in any Billing Statement, the City shall pay that portion of the billed amount which is not in dispute and shall provide the Company with written objection with 15 days of the receipt of such Billing Statement indicating the portion of the billed amount that is being disputed and providing all

reasons then known to the City for its objection to or disagreement with such amount. If the City and the Company are not able to resolve such dispute within 30 days after the City's objection, either party may refer such dispute for dispute resolution pursuant to Section 7.7 hereof.

(C) Off-Sets. To the extent the Company is obligated to reimburse the City for costs and expenses incurred due to the failure of the Company to perform the Contract Services in accordance with the provisions hereof, the City shall be permitted to deduct the amount owed and any amounts due the City pursuant to Section 6.1(B) from the Service Fee.

## ARTICLE VII

## DEFAULT, TERMINATION FOR CAUSE AND DISPUTE RESOLUTION

SECTION 7.1. REMEDIES FOR BREACH. The parties agree that in the event that either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity it may have to enforce the payment of any damages or the performance of such other obligation hereunder and such right to recover damages or to be reimbursed as provided herein will ordinarily constitute an adequate remedy for any breach of such other obligation or any material untruth in any such representation. Neither party shall have the right to terminate this Agreement for cause except after an Event of Default, determined in accordance with the provisions of this Article VII, shall have occurred and be continuing.

SECTION 7.2. EVENTS OF DEFAULT BY THE COMPANY. (A) Events of Default Not Requiring Notice or Cure Opportunity for Termination. Each of the following shall constitute an Event of Default on the part of the Company for which the City may terminate without any requirement of notice or cure opportunity:

(1) Failure to Provide Contract Services for 24 Hours. The failure of the Company to provide Contract Services for 24 hours.

(2) Gross Misfeasance. Failure or refusal of the Company to perform a material obligation under the Service Contract such that the failure or refusal constitutes a gross misfeasance of duty, such as is set forth in Section 7.7(C) herein.

(3) Voluntary Bankruptcy. The written admission by the Company that it is bankrupt, or the filing by the Company of a voluntary petition under the Bankruptcy Code, or the consent by the Company to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Company of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Company's property or business.

(4) Involuntary Bankruptcy. The final adjudication of the Company as bankrupt after the filing of an involuntary petition under the Bankruptcy Code, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Company nor until the order of the adjudication shall be regarded as final unless and until the same is no longer being contested by the Company nor until the order of the adjudication is no longer appealable.

(5) Security Instruments. Failure to obtain and maintain the required security instruments.

(6) Commencement Date. Failure to achieve the Commencement Date by the date which is 60 days following the Contract Date.

(B) Events of Default Requiring Notice or Cure Opportunity for Termination. The failure or refusal by the Company to perform any other obligation under this Agreement (other than those obligations contained in subsection 7.2(A) above) or the failure of the Company to pay or credit undisputed amounts owed to the City under this Agreement within 60 days following the due date for such payment or credit shall constitute an Event of Default on the part of the Company for which the City may terminate this Agreement; except that no such other failure or refusal shall constitute an Event of Default giving the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the Company stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Company and which will, in its opinion, give the City a right to terminate this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(2) The Company has neither challenged in an appropriate forum the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time, but not more than 60 days, from receipt of the notice given pursuant to clause (a) of this subsection (but if the Company shall have diligently

taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Company is continuing to take such steps to correct such default).

SECTION 7.3. EVENTS OF DEFAULT BY THE CITY. (A) Events of City Default Defined. Each of the following shall constitute an Event of Default on the part of the City for which the Company may terminate this Agreement:

(1) Failure to Pay or Otherwise Comply with Agreement. The repeated or continued failure or refusal by the City to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance or Company Event of Default or the failure of the City to pay undisputed amounts owed to the Company under this Agreement within 60 days following receipt of a Company invoice therefor; except that no such failure or refusal shall constitute an Event of Default giving the Company the right to terminate this Agreement for cause under this Section unless:

(a) The Company has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the Company a right to terminate this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(b) The City has neither challenged in an appropriate forum the Company's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time but not more than 60 days from the date of the notice given pursuant to clause (a) of this subsection (but if the City shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the City is continuing to take such steps to correct such default).

(2) Bankruptcy or Insolvency. The filing by the City of a petition seeking relief, a final adjudication of insolvency or bankruptcy, or an assumption by a cognizant regulatory body of supervision of the City's finances, in any case under the Bankruptcy Code or any federal or State statute intended to provide relief or otherwise become effective for political subdivisions which are insolvent, financially unsound or unable to meet their obligations as they mature.

SECTION 7.4. NO WAIVERS. No action of the City or Company pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the City or Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City or Company under this Agreement shall preclude any other, or further exercise thereof, or the exercise of any other right, power or remedy.

SECTION 7.5. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material falseness or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that nothing in this Section shall limit the obligation of a party to indemnify the other party for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or circumstance for which a party is obligated to indemnify the other party hereunder.

SECTION 7.6. GOVERNING LAW AND FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be governed solely by the laws of the State of North Carolina and shall be commenced before the State courts located in Guilford County. The Company irrevocably

consents to the jurisdiction of such courts in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding. The Company and the City hereby waive their rights to a trial by jury.

SECTION 7.7. CITY CONVENIENCE TERMINATION OPTION.

(A) Termination Right and Fee. The City shall have the right at any time during the Term, exercisable in its sole discretion, for its convenience and without cause, to terminate this Service Agreement upon 90 days' written notice to the Company. If the City exercises its right to terminate the Service Agreement pursuant to this Section following the Commencement Date, the City shall pay the Company a convenience termination fee equal to $46,000 for each month remaining in the Initial Term or Renewal Term, as applicable depending upon when such termination occurs.

(B) Uncontrollable Circumstances. In the event an Uncontrollable Circumstance causes an extraordinary increase in City costs, and thereupon the City elects to exercise its right of convenience termination under this Section, the amount specified in item (1) of subsection (A) of this Section shall be excluded from the termination fee payable by the City. "An extraordinary increase" in City costs shall be deemed to have occurred for this purpose if costs proposed to be paid to the Company resulting from the Uncontrollable Circumstance would cause an increase of more than 10% from the prior Contract Year.

(C) Corporate Integrity. In the event a significant integrity issue is raised regarding the Company, and thereupon the City elects to exercise its right of convenience termination under this Section, the amounts specified in items (1) and (2) of subsection (A) of this Section shall be excluded from the termination fee payable by the City. A "significant integrity issue" shall mean the felony conviction of the Company, for an act knowingly committed by a person acting under the control and supervision of the Company, such act to have been directly related to the Company's provision of the Contract Services hereunder.

(D) Payment of Amounts Owing Through the Termination Date. Upon any termination pursuant to this Section, the Company shall also be paid all amounts due for the Contract Services up to the applicable portion of the Service Fee but not yet paid as of the date of termination.

(E) Adequacy of Termination Payment. The Company agrees that the applicable termination fee provided in this Article shall fully and adequately compensate the Company and all Subcontractors for all foregone potential profits, Loss-and-Expense, and charges of any kind whatsoever (whether foreseen or unforeseen), attributable to the termination of the Company's right to perform this Service Agreement.

(F) Consideration for Convenience Termination Payment. The right of the City to terminate this Service Agreement for its convenience and in its sole discretion in accordance with this Article constitutes an essential part of the overall consideration for this Service Agreement, and the Company hereby waives any right it may have under Applicable Law to assert that the City owes the Company a duty of good faith dealing in the exercise of such right.

(G) Completion or Continuance by City. After the date of any termination under this Section, the City may at any time (but without any obligation to do so) take any and all actions necessary or desirable to continue and complete the Contract Services so terminated, including entering into contracts with other contractors.

SECTION 7.8. NON-BINDING MEDIATION. Either part may request non-binding mediation of any dispute arising under the Service Agreement prior to the initiation of any civil action. The non-requesting party may decline such a request in its sole discretion in accordance with the City's mediation policy.

## ARTICLE VIII

## TERM

SECTION 8.1. TERM OF AGREEMENT. This Agreement shall become effective on the Contract Date, and shall continue in effect until the third anniversary of the Commencement Date (the "Initial Term") or, if renewed at the option of the City as provided in Section 8.2, until the last day of the renewal term (the "Renewal Term"; the Initial Term and any Renewal Term being referred to herein as the "Term"), unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. All rights, obligations and liabilities of the parties hereto shall commence on the Commencement Date, subject to the terms and conditions hereof. The rights and obligations of the parties hereto pursuant to Sections 4.1(E), 6.3(C), 7.1, 9.3 and 9.6 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration of this Agreement shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties hereunder shall terminate unless extended by mutual agreement of the parties or by operation of law.

SECTION 8.2. CITY RENEWAL OPTION. This Agreement may be renewed and extended at the sole option of the City for two additional consecutive one-year renewal terms. The City, not later than 180 days prior to the expiration of the Initial Term, shall give the Company written notice of its intent to exercise its renewal option. All terms and conditions of this Agreement shall apply to both the Initial Term and the Renewal Term, except as otherwise expressly provided.

## ARTICLE IX

## GENERAL

SECTION 9.1. PERFORMANCE SECURITY; INSURANCE. (A) Performance Bond. On or before the Commencement Date, the Company shall provide to the City an operations performance bond, in the amount of $2,000,000, in the form set forth in Appendix B. The performance bond shall secure performance of all of the Company's obligations, shall be for a term of one year and shall be renewed each year so as to be maintained during the entire Term and shall remain in effect for one year following the expiration of the Service Agreement. The surety issuing the operations performance bond shall be acceptable to the City, and limited to those companies authorized to transact business in the state of North Carolina, having a resident agent in the state of North Carolina and meeting the following requirements and/or limits: surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina.

(B) Insurance. On or before the Commencement Date, the Company shall obtain and during the Term of this Agreement shall maintain the Required Insurance for which it is responsible as specified in Appendix A hereto and shall comply with all applicable insurance requirements. Insurance coverage required pursuant to this Section shall be maintained with generally recognized financially responsible insurers reasonably acceptable to the City and qualified and licensed to do business and insure risks in the State.

SECTION 9.2. UNCONTROLLABLE CIRCUMSTANCES GENERALLY. (A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the City nor the Company shall be liable to the other for any failure or delay in performance of any obligation under this Agreement (other than any payment at the time due and owing) if such failure is solely due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by hard copy telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) its estimated impact on the other obligations of such party under this Agreement, and (4) potential mitigating actions which might be taken by the Company or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best reasonable efforts to eliminate the cause therefor, mitigate the effect thereof, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the Company or City shall give periodic updates to the other party. The Company shall furnish promptly (if and to the extent available to the Company) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

SECTION 9.3. INDEMNIFICATION. The Company agrees that it will protect, indemnify and hold harmless the City, and its representatives, officers, employees and subcontractors (as applicable in the circumstances), (the "City Indemnified Parties") from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, costs, expenses, and suits (collectively, "Loss and Expense" provided, however that Loss and Expense shall not include normal wear and tear of the Company's equipment), and will defend the City Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or wrongful conduct of the Company or any of its officers, members, employees, agents, representatives contractors, or Subcontractors in connection with its obligations or rights under this Agreement, (2) any Company breach, or (3) the performance or non-performance of the Company's obligations under this Agreement. The Company shall not, however, be required to reimburse or indemnify

any City Indemnified Party for Loss and Expense to the extent such Loss and Expense is due to (a) any City breach, (b) the negligence or other wrongful conduct of any City Indemnified Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any City Indemnified Party judicially determined to be responsible for or contributing to the Loss and Expense, or (e) any matter for which the risk has been specifically allocated to the City hereunder. A City Indemnified Party shall promptly notify the Company of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Company the opportunity to defend such claim, and shall not settle the claim without the approval of the Company. These indemnification provisions are for the protection of the City Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection 9.3 shall survive termination of this Agreement.

SECTION 9.4. RELATIONSHIP OF THE PARTIES. The Company is an independent contractor and not an employee or agent of the City, and shall retain the right to exercise full and exclusive control and supervision over its employees, their compensation, and their discharge except as otherwise provided in the Service Contract. The Company's employees shall not be considered employees of the City, and the Company shall be solely responsible for all matters relating to the payment of employee taxes and insurance contributions. The Company shall be fully responsible for its acts and those of its employees during the term of the Service Contract. Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture, or other similar relationship with the City, and the Company shall conduct all its work in its own name and not in the name of or as agent for the City.

SECTION 9.5. ASSIGNMENT AND CHANGE IN CONTROL.

(A) By the Company. The Company shall not assign, transfer, convey, lease, encumber or otherwise dispose of this Service Agreement, its right to execute the same, or its right, title or interest in all or any part of this Service Agreement or any monies due hereunder whatsoever, whether legally or equitably, nor shall the Company merge, transfer stock, transfer assets, be acquired or reorganized in such a manner that control of the Company is materially changed, without the prior written consent of the City. Any such approval given in one instance shall not relieve the Company of its obligation to obtain the prior written approval of the City to

any further assignment. Any assignment of this Service Agreement which is approved by the City shall require the assignee of the Company to assume the performance of and observe all obligations, representations and warranties of the Company under this Service Agreement.

(B) By the City. The City may not assign its rights or obligations under this Service Agreement without the prior written consent of the Company.

SECTION 9.6. INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenues or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by law, be deemed added to the amount due, as accrued.

SECTION 9.7. PUBLIC RECORDS. This Service Agreement is a "public record" and shall be subject to public disclosure consistent with Chapter 132 of the North Carolina General Statutes. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. Company must claim any applicable exemptions to disclosure provided by law at the time the information, document, recording, photograph, electronic data-processing record, or any other type of information that may constitute a public record under Chapter 132 of the North Carolina General Statutes is given or transmitted to the City or in any other way received by the City. Company must identify materials to be protected by placing the materials in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY REVIEW ONLY and must state the reasons why such exclusion from public disclosure is necessary and legal.

The City will notify the Company of any public records request for the information or materials the Company has marked as CONFIDENTIAL, and if the Company objects to the City disclosing any of the records responsive to the request, the Company will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, if and only if, the

Company immediately enters an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which the Company objected. The Company agrees to indemnify, save harmless, and pay any and all attorney's fees incurred by the City, and any attorney's fees the City is ordered to pay to any person(s) or organization(s) as a result of the Company's objection to the release of these records. The Company will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of the Company's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

SECTION 9.8. CONFLICT OF INTEREST. The Company must comply with the City's Conflict of Interest Polity which is included as Appendix C herein.

SECTION 9.9. CITY APPROVAL OF SUBCONTRACTORS. The City shall have the right to approve all Subcontractors engaged to perform any work related to the Contract Services costing in excess of $50,000 per year. The approval or withholding thereof by the City of any proposed Subcontractor shall not create any liability of the City to the Company, to third parties or otherwise. In addition, if a Subcontractor provides any part of the Contract Services, the City, for reasonable cause as determined by the City, may require the Company to terminate such Subcontractor and replace it with one reasonably satisfactory to both parties. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from local, State or federal contracting for any services.

SECTION 9.10. ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Company to bring any legal action against the City, not based on this Agreement, arising out of any act or omission of the City in its governmental or regulatory capacity.

SECTION 9.11. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 9.5 hereof.

SECTION 9.12. AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

SECTION 9.13. NOTICES. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if transmitted by hard copy telecommunication or delivered in person (including, but not limited to, by mail), or by overnight courier to the following:

If to the Company: Hilco Transport, Inc.
7700 Kenmont Road
Greensboro, NC 27409
Attn: Gurney Long
Fax: 336-273-9701

If to the City: City of Greensboro
P.O. Box 3136
Greensboro, NC 27402
Attn: City Manager

City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136
Attn: Director of Field Operations
Fax: 336-373-2988

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given no later than 5 days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

SECTION 9.14. FURTHER ASSURANCES. Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 9.15. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth herein, neither party to this Agreement shall have any obligation to any third party as a result of the agreements contained herein.

SECTION 9.16. RIGHT TO INSPECT. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine, and copy all such books, records, and other documents of the Company for the purpose of ensuring compliance with the terms of the Service Agreement for the current fiscal year plus five years. The City shall provide the Company with reasonable prior written or electronic notice of such inspection.

SECTION 9.17. EQUAL EMPLOYMENT OPPORTUNITY. The Company agrees that in the performance of the services in the Service Agreement, it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex race, color, religion, national origin, handicap or disability. The Company shall fully comply with all applicable local, state, and federal laws.

SECTION 9.18. COMPLIANCE WITH CONTRACT STANDARDS. The Company shall perform the Contract Services in accordance with the Contract Standards.

SECTION 9.19. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Agreement, except as provided for in Chapter 25 of the Greensboro Code of Ordinance. Further, if any section, subsection, sentence, clause, phrase, or portion of the Agreement is ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such section, subsection, sentence, clause, phrase, or portion of the Agreement which shall, to the greatest extent legally permissible, effect the intent of the parties, therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision.

SECTION 9.20. DRUG-FREE WORKPLACE. The Company shall maintain a drug-free workplace.

SECTION 9.21. INCLEMENT WEATHER. The Contract Services shall be performed under all weather conditions. In the event of inclement weather, the Company shall be responsible for taking measures necessary to allow for the Company to perform its obligations pursuant to this Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

CITY OF GREENSBORO, NORTH CAROLINA

By: _____

Printed Name: D. DALE WYRICK

Title: DIRECTOR, FIELD OPERATIONS

HILCO TRANSPORT, INC.

By: _____

Printed Name: John Gurney Long

Title: President

# APPENDIX A

# REQUIRED INSURANCE

## APPENDIX A

## REQUIRED INSURANCE

(1) The Company must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

| Coverage | Minimum Limits |
|---|---|
| Workers' Compensation | Statutory Limits |
| Employers' Liability | $ 4,500,000 |
| General Liability | $5,000,000 per occurrence /$6,000,000 aggregate |
| Automobile Liability | $5,000,000 |

(2) The Company must provide the City with a Certificate of Insurance for review prior to the issuance of any contract. This should be an ACORD form (example can be provided). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the selected proposer will provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the proposer to provide such notice, the proposer will be solely responsible for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the selected proposer for each subsequent renewal period of the contract.

(3) The City shall be added as an additional insured on the selected proposer's general liability and pollution and environmental liability insurance policies, which shall be primary and not contributory to any other insurance that may be available to the City. The Pollution and Environmental Liability policies must be maintained in full force and effect with the City as an additional insured for three years after the termination of the contract. The proposer will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The proposer will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the proposer fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

# APPENDIX B

# FORM OF PERFORMANCE BOND

## QUALIFICATION FORM 4

## PERFORMANCE BOND FORM

(PROVIDED FOR DEMONSTRATION PURPOSES. LETTER OF COMMITMENT REQUIRED FOR PROPOSAL. FORM TO BE EXECUTED PRIOR TO CONTRACT EXECUTION.)

Date of Execution of this Bond: _____

Name and Address of Principal (Contractor):

_____

_____

_____

Name and Address of Surety:

_____

_____

_____

Name and Address of Contracting Body:

_____

_____

_____

Amount of Bond: _____

Contract — That certain contract by and between the Principal and the Contracting Body above named dated _____ for

_____

_____

_____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGAITON IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

## QUALIFICATION FORM 4
## PERFORMANCE BOND FORM
### (CONTINUED)

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

_____

(Proprietorship or Partnership)

Printed Name _____

_____

Principal (Name of individual and trade name, partnership, corporation, or joint venture)

BY _____ (SEAL)

Printed Name _____

TITLE _____

(Owner, Partner, Office held in corporation, joint venture)

## QUALIFICATION FORM 4
## PERFORMANCE BOND FORM
(CONTINUED)

ATTEST: (Corporation)

BY _____

Printed Name _____

TITLE _____

(Corporation Secretary or
Assistant Secretary Only)

**(Corporate Seal of Principal)**

_____

Surety (Name of Surety Company)

WITNESS:

_____

BY _____

Printed Name _____

TITLE Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

_____

N.C. Licensed Resident Agent

(Address of Attorney in Fact)

_____

# APPENDIX C

# CITY OF GREENSBORO CONFLICT OF INTEREST POLICY

## APPENDIX C

## CITY OF GREENSBORO CONFLICT OF INTEREST POLICY

### 1.0 POLICY

It is the policy of the City of Greensboro to prohibit its officers, employees, or agents from participating in the selection, award, or administration of any contract where a conflict of interest is involved or may exist, whether real or apparent.

### 2.0 PURPOSE

It is essential for the City of Greensboro's officers, employees, and agents to remain free from all conflicts of interest, whether real or apparent, in order for the City to maintain the public trust of its citizens. Additionally, Section 4.131 of the City Charter and North Carolina State law prohibits City officers, employees and agents from voting upon or otherwise participating in the selection, award, or administration of contracts in which they have a direct or indirect financial interest.

As a condition of receiving federal and state grant funds, the City is required to have a Conflict of Interest policy that specifies certain conditions that necessitates a finding that a conflict of interest exists. This policy addresses these concerns and complies with all applicable federal and state conflict of interest laws.

### 3.0 SCOPE

This policy applies to all City officers, employees, or agents as well as sub-grantees or sub-recipients of any federal or state funds received from the City. No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or city funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

(i) The employee, officer, agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

## 4.0 DEFINITIONS

4.1 Officer - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.

4.2 Employee - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.

4.3 Agent - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

## 5.0 ORGANIZATIONAL RULES

5.1 In order for the City to maintain the public trust of the citizens it serves, it is essential for the officers, employees, and agents of the City of Greensboro to remain free from all conflicts of interest, whether real or apparent.

## 6.0 PROCEDURES

6.1 If any officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

If any officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship and the City's contact person for that particular grant all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved, (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

# APPENDIX D

# FUEL SURCHARGE CALCULATION AND PRICE PROPOSAL FORMS

## Revised Fuel Surcharge

Base fuel cost = $2/gallon

Miles (round trip) = 146 miles

**Formula**

Fuel Surcharge [(Current fuel cost – Base fuel cost) / 5.25 mpg] * miles (round trip) = FSC $ per load

The FSC will be computed on a cents per mile basis, and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Department of Energy Fuel Index Price for Lower Atlantic exceeds $2.00 per gallon. Calculations shall be made and become effective the first Monday of each month based upon the United States Department of Energy for Lower Atlantic price or Tuesday if Monday is a Federal holiday.

*The FSC above will replace the one identified in the attached Price forms.

**Example**

(4.00 – 2.00) / 5.25 *146 = $55.62 per load

Base Fuel Cost = $2.00/gallon

Miles (round trip to Uwharrie) = 146

SERVICE FEE – PRICE FORM 1 (REVISED) - CONTINUED

**Option 2: Transport Only – Proposed Prices for MSW Transportation Services Only:**

The City desires a price proposal based on a **per mile (round trip mile)** fee for tons of waste actually made available to the contractor. The contractor must be able to haul a minimum of 1,200 tons per day of waste having an average transport bulk density of 350 to 425 pounds per cubic yard. Contractors must use trailers having a minimum usable container capacity of 90 cubic yards. The unit prices submitted will be in 2012 dollars. The unit prices will be adjusted annually, based on an accepted price index.

The contractor shall submit unit prices based on ranges of annual tonnage received and round-trip distances. The contractor's price ranges must cover an annual range of tonnages from 60,000 tons up to 250,000 tons and round trip distances of 50 to 300 miles. Contractors should use the form provided below for the submittal of proposed prices and must indicate the usable trailer capacity that the proposed prices are based upon.

**Option 2 – Proposed Price - Transportation of MSW[1]**
**2012 $/Mile (Round-Trip Mile)**

| Annual Tonnage | 50 - 100 miles ** | | | | 101 - 150 miles ** | | | | 151 - 200 miles ** | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Contract term (yrs) | 3 | 5 | 10 | 15 | 3 | 5 | 10 | 15 | 3 | 5 | 10 | 15 |
| 60,000 - 100,000 | 2.858 | 2.858 | No bid | No bid | 1.665 | 1.665 | No bid | No bid | 1.695 | 1.695 | No bid | No bid |
| 100,001 - 150,000 | 2.858 | 2.858 | No bid | No bid | 1.665 | 1.665 | No bid | No bid | 1.695 | 1.695 | No bid | No bid |
| 150,001 - 200,000 | 2.858 | 2.858 | No bid | No bid | 1.665 | 1.665 | No bid | No bid | 1.695 | 1.695 | No bid | No bid |
| 200,001 - 250,000 | 2.858 | 2.858 | No bid | No bid | 1.665 | 1.665 | No bid | No bid | 1.695 | 1.695 | No bid | No bid |
| Annual Tonnage | 201 - 250 miles *** | | | | 251 - 300 miles *** | | | | NOTES | | | |
| Contract term (yrs) | 3 | 5 | 10 | 15 | 3 | 5 | 10 | 15 | | | | |
| 60,000 - 100,000 | 1.555 | 1.555 | No bid | No bid | 1.416 | 1.416 | No bid | No bid | | | | |
| 100,001 - 150,000 | 1.555 | 1.555 | No bid | No bid | 1.416 | 1.416 | No bid | No bid | | | | |
| 150,001 - 200,000 | 1.555 | 1.555 | No bid | No bid | 1.416 | 1.416 | No bid | No bid | | | | |
| 200,001 - 250,000 | 1.555 | 1.555 | No bid | No bid | 1.416 | 1.416 | No bid | No bid | | | | |

[1]Requested prices are for truck miles (round-trip miles). Contractor must be able to provide transportation services for a minimum of 1,200 tons per day of waste having an average bulk density of 350 to 425 pounds per cubic yard.

Contractors proposed price is based on a usable trailer capacity of 122 cubic yards.

OTHER FINANCIAL INFORMATION – PRICE FORM 2

If Contractor proposes to provide a payment to the City for use of City assets, describe the proposed terms below, including listing of assets proposed, frequency of payment (monthly, annually, etc.), payment value, anticipated date of initial payment, etc.

Not applicable.

If Contractor proposes an adjustment method (i.e. CPI adjustment) for the Service Fee(s), describe the proposed terms below.

Index Consumer Price Index – All Urban Consumers (CPI-U)

Percentage of Index to be applied 100%

Frequency of Adjustment annually upon anniversary date of contract based on prior calendar year

If Contractor proposes a fuel escalator, describe the proposed terms below.
A fuel surcharge will be added to all line haul rates and charges. Refer to the applicable fuel surcharge charts (FSC20008 and FSC20007) included in this proposal.

Note: See revised fuel surcharge on page D-2







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WILCO TRANSPORT, INC.

## FuelSurcharge Chart - FSC20008

The above pricing for hauling fuel increase by (1%) for every 8-cent increase in the price of diesel fuel above the threshold price of $2.00 per gallon. Calculations shall be made and be the effective Monday of each week based upon the United States Department of Energy, EIA, DOE 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 rules below.

2): The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics and posted by the DOE Index Service, phone # (202) 586-6356 will be used as approved each Monday or on Tuesday when Monday is a federal holiday*.

3): The surcharge will be adjusted and effective on Monday of each week based on the DOE index amount for the U.S. East Coast Atlantic or Tuesday if Monday is a Federal Holiday as determined by the corresponding percentage shown in the table below.

| Average Price/Gallon | | | Percent of Surcharge | Average Price/Gallon | | | Percent of Surcharge |
|---|---|---|---|---|---|---|---|
| $2.000 | to | $2.079 | 0.0% | $4.520 | to | $4.599 | 16.0% |
| $2.080 | to | $2.159 | 1.0% | $4.600 | to | $4.679 | 20.0% |
| $2.160 | to | $2.239 | 2.0% | $4.680 | to | $4.759 | 21.0% |
| $2.240 | to | $2.319 | 3.0% | $4.760 | to | $4.839 | 22.0% |
| $2.320 | to | $2.399 | 4.0% | $4.840 | to | $4.919 | 23.0% |
| $2.400 | to | $2.479 | 5.0% | $4.920 | to | $4.999 | 24.0% |
| $2.480 | to | $2.559 | 6.0% | $5.000 | to | $5.079 | 25.0% |
| $2.560 | to | $2.639 | 7.0% | $5.080 | to | $5.159 | 26.0% |
| $2.640 | to | $2.719 | 8.0% | $5.160 | to | $5.239 | 27.0% |
| $2.720 | to | $2.799 | 9.0% | $5.240 | to | $5.319 | 28.0% |
| $2.800 | to | $2.879 | 10.0% | $5.320 | to | $5.399 | 29.0% |
| $2.880 | to | $2.959 | 11.0% | $5.400 | to | $5.479 | 30.0% |
| $2.960 | to | $3.039 | 12.0% | $5.480 | to | $5.559 | 31.0% |
| $3.040 | to | $3.119 | 13.0% | $5.560 | to | $5.639 | 32.0% |
| $3.120 | to | $3.199 | 14.0% | $5.640 | to | $5.719 | 33.0% |
| $3.200 | to | $3.279 | 15.0% | $5.720 | to | $5.799 | 34.0% |
| $3.280 | to | $3.359 | 16.0% | $5.800 | to | $5.879 | 35.0% |
| $3.360 | to | $3.439 | 17.0% | $5.880 | to | $5.959 | 36.0% |
| $3.440 | to | $3.519 | 18.0% | $5.960 | to | $6.039 | 37.0% |

Fuel Cost will Take One Percentage

1 of 1





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1198052.6 036268 CTR

LITCO TRANSPORT, INC.

## Fuel Surcharge Chart - FS020002

The fuel pricing formula shall increase 1% (1%) for every 7-cent increase in the price of diesel fuel above the threshold price of $2.900 per gallon. Calculations shall be made and become effective Monday of each week based upon the United States Department of Energy PADD 1C Lower Atlantic price or Tuesday of Monday is a Federal holiday.

1). A surcharge will be added to all line haul rates 650-0000A not listed in the schedule and subsequent amendments based on the table and chart below.

2). The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics and reported by the DOE Hotline Service, phone no. (202) 586-6966, will be used to determine each Monday, or on Tuesday when Monday is a Federal holiday.*

3). The surcharge will be adjusted and effective on Monday of each week based on the DOE index average for PADD 1C Lower Atlantic or Tuesday if Monday is a federal holiday as determined by the corresponding percentage shown in the table below.

| Average Price (Gallon) | | | Percent of Surcharge | Average Price (Gallon) | | | Percent of Surcharge |
|---|---|---|---|---|---|---|---|
| $2.000 | to | $ 2.099 | 0.0% | $3.300 | to | $3.399 | 19.0% |
| $2.100 | to | $ 2.199 | 1.0% | $3.400 | to | $3.499 | 20.0% |
| $2.200 | to | $ 2.299 | 2.0% | $3.500 | to | $3.599 | 21.0% |
| $2.300 | to | $ 2.399 | 3.0% | $3.600 | to | $3.699 | 22.0% |
| $2.400 | to | $ 2.499 | 4.0% | $3.700 | to | $3.799 | 23.0% |
| $2.500 | to | $ 2.599 | 5.0% | $3.800 | to | $3.899 | 24.0% |
| $2.600 | to | $ 2.699 | 6.0% | $3.900 | to | $3.999 | 25.0% |
| $2.700 | to | $ 2.799 | 7.0% | $4.000 | to | $4.099 | 26.0% |
| $2.800 | to | $ 2.899 | 8.0% | $4.100 | to | $4.199 | 27.0% |
| $2.900 | to | $ 2.999 | 9.0% | $4.200 | to | $4.299 | 28.0% |
| $3.000 | to | $ 3.099 | 10.0% | $4.300 | to | $4.399 | 29.0% |
| $3.100 | to | $ 3.199 | 11.0% | $4.400 | to | $4.499 | 30.0% |
| $3.200 | to | $ 3.299 | 12.0% | $4.500 | to | $4.599 | 31.0% |
| $3.300 | to | $ 3.399 | 13.0% | $4.600 | to | $4.699 | 32.0% |
| $3.400 | to | $ 3.499 | 14.0% | $4.700 | to | $4.799 | 33.0% |
| $3.500 | to | $ 3.599 | 15.0% | $4.800 | to | $4.899 | 34.0% |
| $3.600 | to | $ 3.699 | 16.0% | $4.900 | to | $4.999 | 35.0% |
| $3.700 | to | $ 3.799 | 17.0% | $5.000 | to | $5.099 | 36.0% |
| $3.800 | to | $ 3.899 | 18.0% | $5.100 | to | $5.199 | 37.0% |

Higher Cost will follow the same pattern

1 of 1





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1198052.6 036268 CTR

**CERTIFICATION OF COST – PRICE FORM 3**

The Undersigned hereby certifies as follows:

1. That I, John Gurney Long, on behalf of Hilco Transport, Inc. (PROPOSER) have personally and carefully examined the specifications and instructions for the work to be done for the City of Greensboro as set forth in this RFP, including the Contract Principles in Section 7 of this RFP.
2. That I, John Gurney Long, on behalf of Hilco Transport, Inc. (PROPOSER) have made examination of the conditions in the City, the services applicable to the proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for the City.
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Cost Forms that are attached hereto.

Dated this 9 day of May, 2012.

PROPOSER

President/Partner/Owner Signature

John Gurney Long

President/Partner/Owner Printed Name

William H. Long

Secretary

Hilco Transport, Inc.

Firm Name

The proposer is an Individual ____; Partnership ✓; Corporation ____; or other business entity____; and is authorized to do business in the state of North Carolina

# City of Greensboro
# Contract Signature Authorization Sheet
# Field Operations

**Vendor:** Hilco Transport Inc

**Tracking number:** 4,961

**Contract Number:**

**Change Order Number:**

**Service, Item or Project Description:**

Contract for transporting municipal solid waste.

## Signatures

☑ _____ Date: 10-15-12

**Department Head Recommendation/Authorization**

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

☑ _____ Date: 10/15/12

**Deputy Finance Officer**

☑ _____ Date: 10-15-12

**City Attorney: Approved as to form**

☑ _____ Date: 10-15-22

**Assistant City Manager: Authorized**

☐ _____ Date: _____

**Mayor: Executed**

☑ _____ Date: 10.15.12

**City Clerk: Attested**

Date Printed: 10/10/2012

# PERFORMANCE BOND
## Annual Form

**Travelers Casualty and Surety Company of America**
**Hartford, CT 06183**

Bond No. 105796922

***KNOW ALL BY THESE PRESENTS***, That we Hilco Transport, Inc., as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of North Carolina, as Surety, are held and firmly bound unto The City of Greensboro, North Carolina, as Obligee, in the maximum penal sum of Two Million and 00/100 Dollars (2,000,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

***WHEREAS***, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Municipal Solid Waste Transportation Service Agreement, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

***NOW, THEREFORE***, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of 10/15/2012 to 10/15/2013. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

2. The above referenced Contract has a term ending 10/15/2015. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond 10/15/2015, unless earlier nonrenewed pursuant to paragraph 1 above.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

   Surety Address: Travelers Casualty and Surety Company of America
   One Tower Square
   Hartford, CT 06183
   Attn: _____

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 11th day of October, 2012.

By: _____, Principal

John Gurson Long President Hilco Transport, Inc.

Travelers Casualty and Surety Company of America

By: _____

Amy J. Zigler, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

# POWER OF ATTORNEY

**Farmington Casualty Company**
**Fidelity and Guaranty Insurance Company**
**Fidelity and Guaranty Insurance Underwriters, Inc.**
**St. Paul Fire and Marine Insurance Company**
**St. Paul Guardian Insurance Company**
**St. Paul Mercury Insurance Company**
**Travelers Casualty and Surety Company**
**Travelers Casualty and Surety Company of America**
**United States Fidelity and Guaranty Company**

**Attorney-In Fact No.** 225296 **Certificate No.** 004950260

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas P. Beattie, Amy J. Zigler, James C. Ellington, Kathleen R. Spain, Glenda Nicholson, and Michelle B. Linthicum

of the City of Greensboro, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of July, 2012.

**Farmington Casualty Company**
**Fidelity and Guaranty Insurance Company**
**Fidelity and Guaranty Insurance Underwriters, Inc.**
**St. Paul Fire and Marine Insurance Company**
**St. Paul Guardian Insurance Company**
**St. Paul Mercury Insurance Company**
**Travelers Casualty and Surety Company**
**Travelers Casualty and Surety Company of America**
**United States Fidelity and Guaranty Company**

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 5th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof,** I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 20 12

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

HILTR00 OP ID: MW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/12

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

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

PRODUCER
Ascension Ins Agy-Greensboro
Greensboro Branch
3 Centerview Dr., Suite 100
Greensboro, NC 27407
Thomas Beattie
336-217-6902
336-378-1332

CONTACT NAME: Mary Jean Williams
PHONE (A/C, No, Ext): 336-217-6922 FAX (A/C, No): 336-378-1332
E-MAIL ADDRESS: mwilliams@ascensionnc.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Interstate Ins Co* | 32620 |
| INSURER B : Peerless Insurance Company* | 24198 |
| INSURER C : Lexington Insurance Company | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Hilco Transport, Inc.
PO Box 35049
Greensboro, NC 27425

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | VPP490000709 | 03/01/12 | 03/01/13 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>X Any Comm'l Auto | | | VPP490000709 | 03/01/12 | 03/01/13 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Trl Interchange | $ 1,000,000<br>$<br>$<br>$<br>$ 50,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 023815692 | 03/01/12 | 03/01/13 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | VWC490000709 | 03/01/12 | 03/01/13 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Motor Truck Cargo | | | IM9828660 | 03/01/12 | 03/01/13 | Per Auto | 50,000<br>$5,000 Ded. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MCS90 and CA9948 apply to Auto Liability
Certificate Holder is Additional Insured with Primary and Non-Contributory Coverage for General Liability under form NICG2054. Thirty days Notice of Cancellation except for NonPayment of Premium applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Greensboro
300 W. Washington Street
Greensboro, NC 27402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Mary Jean Williams

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