



DeKalb County  
GEORGIA

Department of Purchasing and Contracting  
Change Order Request Form

User Department: PW - Sanitation

From: Tracy A. Hutchinson

CPA No.: 1326920

Title: Cooperative Agreement for Leasing of Rear Loader Trucks

Effective Date: 1/24/23

Expiration Date: 1/23/24

Contract APPROVED Amount: \$679,104.00

Contractor(s)	Contract No.	Amount Spent	
Big Truck Rental	1326920	\$561,973.00	N/A

Total Amount Spent to Date: \$561,973.00

**User Department Recommendation:**

Renew

Bid

Justification:

Please see justification attached.

  
\_\_\_\_\_  
Department Director Signature

  
\_\_\_\_\_  
Date

Funding: General  Enterprise

3 Digit Fund Code 541 - Sanitation Enterprise

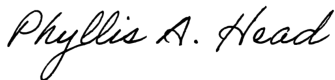
CIP Line Item No. (if applicable): \_\_\_\_\_


**For Use by Purchasing and Contracting:**

Approve

Deny

Additional Comments:

  
\_\_\_\_\_  
Purchasing and Contracting Signature

  
\_\_\_\_\_  
Date

**Board of Commissioners**

District 1  
**Robert Patrick**

District 2  
**Michelle Long Spears**

District 3  
**Larry Johnson**

District 4  
**Steve Bradshaw**

District 5  
**Mereda Davis Johnson**

District 6  
**Edward Terry**

District 7  
**Lorraine Cochran-Johnson**

TO: Phyllis Head, Manager  
Purchasing and Contracting

FROM: Tracy A. Hutchinson, Director  
Public Works - Sanitation Division

DATE: May 30, 2023

RE: Equipment Rentals and Related Products and Services  
City of Charlotte, NC, OMNIA Cooperative Contract #2019000319

Public Works – Sanitation Division is requesting a Change Order #1 to lease 8 additional 25 YD rear loaders trucks for 12 months for a total cost of \$991,318.75.

Due to continued mechanicals shortage at Fleet and extreme high mechanical cost to keep the Pool units running, it is more beneficial for Sanitation to lease the trucks under the City of Charlotte, NC, OMNIA Cooperative contract. Sanitation has recently turned in 8 Pool rear loaders for surplus sale. The proceeds from this sale will off-set the monthly rental expense. Three of the eight lease trucks are brand new, which will have little to no maintenance cost. The remaining five lease trucks are in low mileage and will have little to no maintenance cost.

Additionally, the 17 replacement rear loaders from the approved 2022 & 2023 budget are expected to be approved by the Board of Commissioners by June 2023. The replacement rear loaders are estimated to be delivered in late 2025 or early 2026.

**25-Yd Rear Loader Trucks:**

8(trucks) x \$2,325(per week) x 52weeks = \$967,200.00 + \$24,118.75(transportation) = **\$991,318.75**



1022018	multi-weekly basis	52.00	\$2,325.00	\$120,900.00	\$1,700.00	\$0.00	6/1/2023	6/1/2024
1022022	Long Term Rear Loader Rental on a multi-weekly basis	52.00	\$2,325.00	\$120,900.00	\$1,700.00	\$0.00	6/1/2023	6/1/2024
1023106	Long Term Rear Loader Rental on a multi-weekly basis	52.00	\$2,325.00	\$120,900.00	\$4,662.25	\$0.00	6/1/2023	6/1/2024
1023107	Long Term Rear Loader Rental on a multi-weekly basis	52.00	\$2,325.00	\$120,900.00	\$4,662.25	\$0.00	6/1/2023	6/1/2024
1023108	Long Term Rear Loader Rental on a multi-weekly basis	52.00	\$2,325.00	\$120,900.00	\$4,662.25	\$0.00	6/1/2023	6/1/2024

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$967,200.00	Total Amount Due	\$991,318.75
Total Security	\$0.00		
Deposit			
Total Transportation Cost	\$24,118.75		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

**Special Terms** Pricing is for a 4 week rental period for (8) 25 YD Rear Loaders and is based on OMNIA Partners National Cooperative Contract #2019000319.

Transport is one-time charge and includes delivery of trucks from their current location.

Return transport will be charged at end of rental term and will be determined based on availability at dealer location at time of completion of rental.

RENTAL REMINDERS

**MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

**INSURANCE:** This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

**RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

**MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

**DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

**TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein,



**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE REFUSE  
TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of November, 2018 (the "Effective Date"), by and between Big Truck Rental LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

**WHEREAS**, the City awarded this Contract on September 24, 2018 to Company to provide Refuse Truck Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

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



MENU

REGISTER



## Big Truck Rental

Refuse Truck Rental & Sales

Click to expand menu ▾

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Equipment Rentals and Related Products and Services

### City of Charlotte, NC

Contract Number: 2019000319



Big Truck Rental delivers supportive, flexible and dependable out-of-the box solutions customized to your unique needs. We strive to be your "any time, any way" truck solution. To do that, we offer the broadest selection of refuse truck rentals and the ability to deliver in 48 hours.

### Front Loaders

Our front loader garbage trucks are built to take care of business in commercial route applications. They have the functionality and reliability to make your routes easier and more efficient.

- 40 yard McNeilus Atlantic and Heil Half Pack Bodies
- Mack and Peterbilt Tandem Axle Chassis
- 20,000 lb. Front Axle and 46,000 lb. Rear Axle

### Rear Loaders

The ultimate go-to for flexibility. Known for delivering superior durability and reliability, with the efficiency and lower total cost of ownership.

- 20 and 25 Yard Heil PT 1000/Durapack 5000 and McNeilus 2010/2511 Bodies
- Freightliner and Peterbilt Chassis
- 16,000/20,000 lb. Front Axle & 40,000/46,000 Rear Axle
- Cart Tipper and Reeving Cylinder

### Side Loaders

With the industry's most innovative side loader garbage trucks, these trucks exceed expectations and are flexible enough to handle your residential demands and obstacles while offering efficient collection.

- 28 Yard McNeilus Zero Radius and Heil Python Bodies
- Peterbilt and Mack Chassis
- 20,000 lb Front Axle & 46,000 Rear Axle
- Dual Steer or Right-Hand Drive and Groeneveld Auto Lube System

### Roll Offs

Our extensive fleet of roll-off garbage trucks are ready to tackle natural disaster relief, handle construction and renovation, give an aging fleet a break and take on any project.

- Galbreath 60,000 lb. Standard Outside Rail Hoist with Auto Tarping System
- Conventional Cab Freightliner, Peterbilt, and Mack Chassis
- 20,000 lb. Front Axle and 46,000 lb. Rear Axles with 20,000 lb. Steerable Drop Axle





## Vacuum Trucks

When you've got a big extraction job, you need a big truck. With a powerful pump and reliable chamber, this truck is the go-to vacuum solution for removing and transporting large volumes of material in short amounts of time.

- 11 Yard Vac-Con Single Engine Machine
- Freightliner 114SD Chassis



Five year initial term: November 1, 2018 - October 31, 2023

Option to renew for (2) additional (2) year periods

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### Executive Summary

- [Uniform Guidance](#)

### Contract Documents

- [2019000319 Master Agreement](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)

### RFP Documents

- [RFP 269-2018-047](#)
- [RFP 269-2018-047 Addendum 1](#)
- [RFP 269-2018-047 Addendum 2](#)
- [RFP 269-2018-047 Postings Document](#)

### Response Evaluation

- [AZ Compliance](#)

REQUEST CONTRACT  
INFORMATION

