

PURCHASE AGREEMENT

RECITALS

A. This purchase Agreement ("Agreement") is between

Mustang Tractor & Equipment Company ("Mustang Cat") 12800 Northwest Freeway Houston, TX 77040 *** P.O. Box 1373 Houston, TX 77251	and	The City of College Station ("Purchaser") 1100 Texas Avenue College Station, TX 77840 *** P.O. Box 9960 College Station, TX 77842
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B. The parties hereto (the "Parties") desire to enter into this Agreement in order to provide for the purchase and sale of Caterpillar's Computer Aided Earthmoving System including GPS, communication and computer equipment, licenses to operate certain software products, installation and training services and to set forth certain representations, warranties, covenants, conditions, and agreements made in connection with and as an inducement to such a transaction.

AGREEMENTS

In consideration of the mutual covenants, agreements, representations, warranties and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 - SALE AND PURCHASE

Sale and Purchase. Mustang Cat agrees to sell, and Purchaser agrees to purchase Caterpillar's Computer Aided Earthmoving System including GPS, communication and computer equipment, licenses to operate certain software products, installation and training services, and other items and options as identified in Exhibit 1, which is attached and is incorporated herein by reference. Mustang Cat and Purchaser agree that any future purchases related to Caterpillar's Computer Aided Earthmoving System including GPS, communication and computer equipment, licenses to operate certain software products, installation and training services will apply as add-ons to the existing Purchase Agreement. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

Pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than *twenty-five percent (25%)*. Written change orders that do not exceed *twenty-five percent (25%)* of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Twenty-five Thousand Dollars (\$25,000.00)**. Changes in excess of *Twenty-five Thousand Dollars (\$25,000.00)* must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and

Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

A. Definitions.

(1) BVSWMA - Brazos Valley Solid Waste Management Agency, a municipal solid waste disposal facility jointly owned by the Cities of Bryan and College Station and operated by College Station under the authority of an interlocal agreement

(2) Landfill - any area used as a solid waste disposal facility by BVSWMA

(3) CAES - Caterpillar's Computer Aided Earthmoving System known as CAESultra

(4) Software, Product or Software Product - shall mean non-exclusive and non-transferable Licensed Program Materials owned by Caterpillar and other third party vendors which Mustang Cat is authorized to license to Purchaser the right to operate such products, as well as all related materials and documentation, either in machine readable or printed form.

(5) Purchaser – City of College Station, Texas, a home rule municipal corporation

(6) Contractor – Mustang Tractor and Equipment Company

B. Taxes. Except for income taxes imposed on Mustang Cat, all taxes arising out of this transaction are the sole obligation of Purchaser, and shall be promptly paid when due. Purchaser is a tax-exempt entity and will provide its tax exemption number to Mustang Cat.

C. Payment. Mustang Cat shall invoice according to the delivery of products and services as specified in Exhibit 2. Except for items that are disputed by Purchaser in writing regarding any invoice, and notwithstanding anything to the contrary in these agreements, all Mustang Cat invoices are due and payable no later than thirty (30) days from the invoice date. If Purchaser contests invoice, Purchaser shall provide written notice to Mustang Cat with complete, detailed and accurate description of reason for contesting the invoice.

D. Additional Agreements. Mustang Cat and Purchaser agree that Caterpillar products provided by Mustang Cat are subject to the provisions of the Software License Agreement, which is attached as Exhibit 3 and incorporated herein by reference. Mustang Cat and Purchaser agree that all software and equipment related to Caterpillar's Computer Aided Earthmoving System products provided through this and future purchases are covered by the METS Technical Support Service statement, METS Software Update Subscription Program statement, METS Firmware Update Subscription Program statement and Hardware Extended Coverage Program statement which are attached as Exhibit 4 and incorporated herein by reference. Purchaser will not take title to any hardware, software or firmware covered by this agreement until acceptance criteria as specified in Exhibit 5 has been met.

E. Property Rights of Caterpillar and other third party software vendors. Mustang Cat is an authorized reseller of Caterpillar's Computer Aided Earthmoving System products. All copies of the Licensed Program Materials provided by Mustang Cat, including translations, compilations, partial copies within modifications, derivative works and updated works, are the property of Caterpillar or other third party vendor and may not be distributed by the Purchaser to any other persons, including other licensees of the Licensed Program Material without Caterpillar's or other owning third party vendor's prior written consent.

F. Copyright Notices. Caterpillar and other third party software vendors shall have the unrestricted right to include copyright notices on all products provided by Mustang Cat. Purchaser agrees to reproduce all copyright notices as provided by Caterpillar and other third party software vendors and agrees to not make any adjustment or alteration to such copyright notices.

- G. Restricted Access. The Purchaser shall not provide, or otherwise make available, Licensed Program Materials in any form without Caterpillar's or other third party software vendor's prior written consent except to Purchaser employees, Mustang Cat employees, or Caterpillar or other third party software vendor employees, or other persons during the period they are on Purchaser premises for purposes specifically related to the Purchasers authorized use of the Licensed Program Materials.
- H. Access by Mustang Cat. Purchaser grants Mustang Cat and Caterpillar reasonable and necessary access during regular business hours upon advance notice and consent of Purchaser and excluding any confidential information to any or all of Purchaser's data when reasonably required for Mustang Cat or Caterpillar to perform its obligations to Purchaser.
- I. Shipment and Delivery. Mustang Cat shall ship products and provide training to Purchaser on the dates shown in Exhibit 2, or on other dates that may be mutually agreed to. Neither Mustang Cat nor the Purchaser shall be responsible for delays resulting from acts beyond the reasonable control of each party. These include but are not limited to, strikes, walk-outs, accidents, fire, delays in manufacturer transportation, acts of God, riots, acts of war, fire, earthquakes, epidemics, work stoppages and embargoes or state or federal Governmental action. In such event, the contract term and warranty will be extended for the period of delay.
- J. Shipping and Delivery. The Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, shipping and other services necessary or reasonably incidental to the delivery and installation of the hardware/software provided under this Contract.
- K. Purchaser's Right to Use. The Purchaser shall have use of the Licensed Program Materials on computer processing units as defined in the Software License Agreement attached as Exhibit 3.
- L. Acceptance by Purchaser. Purchaser shall notify Mustang Cat in writing of acceptance of all products within sixty (60) days of installation in all specified equipment, so long as all products conform to the testing and acceptance criteria as provided in Exhibit 5. If the products are not in conformance with the testing and acceptance criteria as provided in Exhibit 5, Purchaser shall immediately notify Mustang Cat of any non-conformities in sufficient detail to allow Mustang Cat to isolate and duplicate same. Mustang Cat shall use all reasonable efforts to remedy all such non-conformities. Upon correction, Mustang Cat shall demonstrate same to Purchaser, without the requirement of an additional sixty (60) day testing and acceptance period and the product shall be accepted by Purchaser provided the correction has rendered the equipment and/or software into conformity with the specifications and the software and/or hardware operates in conformity with same. If no notification of non-conformance notice is received by Mustang Cat during the applicable sixty (60) day testing and acceptance period, such products shall be deemed to meet the testing and acceptance criteria as provided in Exhibit 5 and shall be deemed accepted.
- M. Product Documentation. Mustang Cat shall provide product documentation with the products at the same time the product(s) is delivered to the Purchaser.
- N. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- O. Prior Agreements. This Agreement represents the entirety of agreements between Purchaser and Mustang Cat related to CAES and supercedes all prior agreements and understandings whether written or oral between Mustang Cat and Purchaser related to CAES.

- P. Term. This Agreement is effective from the date on which both parties execute this Agreement as set forth on the signature page hereto and shall remain in effect until all provisions have been satisfied and so long as the CAES is installed on landfill equipment. The provisions of Software License Agreements and other restrictions for Licensed Program Materials shall survive the termination of all provisions of this Agreement.
- Q. Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless waiver or consent to breach is in writing.
- R. Source Code. Purchaser will not be provided source code
- S. Provision of Services. Purchaser agrees that Mustang Cat's sole obligation for on-site installation and training is to supply qualified installer(s) and instructor(s) for up to seven (7) days. Mustang Cat will maintain a trained staff capable of rendering the performance required under this Agreement.
- T. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas excluding any conflicts of law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Any action or court proceeding which may arise from this Agreement shall be heard in the Courts in the County of Brazos, Texas and the parties hereto submit to the jurisdiction of said courts..
- U. Assignment. This Agreement may not be assigned without written approval by duly authorized representatives of the Purchaser.
- V. No Hire Clause. Mustang Cat agrees that it will not actively recruit or employ any current employee of Purchaser's Landfill organization, Sanitation Division or Information Technology divisions for employment by Mustang Cat for the time period of one year after the project go-live date.
- W. Support Agreement. Purchaser will subscribe to the mandatory Technical Support Service as described in Exhibit 4. Purchaser has the option of subscribing to the Software and Firmware Update Subscription programs and the Hardware Extended Coverage Program also described in Exhibit 4. If exercised by Purchaser, optional Software and Firmware Update Subscription programs and Hardware Extended Coverage Program commencement date will be the next calendar date following the manufacturers six month warranty period.

ARTICLE 2 - OBLIGATIONS OF MUSTANG CAT

Mustang Cat agrees to:

- A. Maintain sales prices as described in the attached Exhibit A until the time of product shipment; and
- B. Ensure that CAES products provided by Mustang Cat are in substantial conformance with Caterpillar's and other third party vendor's printed documentation and specifications as long as they are operated on the recommended hardware, network, or other recommended platform.

ARTICLE 3 - OBLIGATIONS OF PURCHASER

Purchaser shall make staff available during installation and training without interruption. Purchaser shall make equipment available for installation on a mutually agreed upon schedule.

Article 4 - REPRESENTATIONS AND WARRANTIES OF MUSTANG CAT

A. Mustang Cat represents and warrants that:

- (1) **Upon delivery, the CAES products shall be in conformance with Caterpillar's and other third party vendor's printed documentation and specifications, examples of which are attached as Exhibits 6 and 7 and are incorporated herein by reference. THIS IS THE ONLY WARRANTY MADE AS TO THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MUSTANG CAT OR ITS EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE OR OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- (2) Mustang Cat shall maintain, during the equipment delivery and installation process, and so long as the equipment installed by Mustang Cat is in use, and during all periods when Mustang Cat is servicing equipment on-site, all insurance specified in Exhibit 8.
- (3) Regardless of any lesser warranty contained in Exhibits to this Purchase Agreement, Mustang Cat warrants all hardware, software and firmware covered under this contract to be free of defects in materials and workmanship for a period of six months, such period to commence upon acceptance by Purchaser under terms of this agreement and as specified in Exhibit 5.
- (4) MUSTANG CAT SHALL DEFEND AND INDEMNIFY AND HOLD THE PURCHASER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR CAUSES OF ACTION, INCLUDING ATTORNEY FEES, COSTS, EXPERT FEES AND OTHER RELATED EXPENSES THAT LICENSED PROGRAM MATERIALS SUPPLIED HEREUNDER INFRINGE A TRADE SECRET OR A PATENT OR COPYRIGHT ENFORCEABLE IN THE UNITED STATES. To be eligible for Mustang Cat's defense, Purchaser must:
 - a) Give Mustang Cat prompt written notice of any such claim;
 - b) Allow Mustang Cat to control and reasonably cooperate with Mustang Cat in the defense and settlement negotiations;
 - c) Allow Mustang Cat, at Mustang Cat's option and expense, if such claim has occurred or in Mustang Cat's judgment is likely to occur, to procure the right for the Purchaser to continue using the Licensed Program Materials or to promptly replace or to promptly modify them so that they become non-infringing; and, if neither of the foregoing alternatives is available on terms which are reasonable in Mustang Cat's judgment, upon written request, the Purchaser shall return the Licensed Program Materials and all related equipment to Mustang Cat and Mustang Cat shall promptly refund the total amount the Purchaser paid Mustang Cat under this contract; and
 - d) Mustang Cat shall have no obligation with respect to any such claim based upon the Purchaser's modification of the Licensed Program Materials or their combination, operation or use with data or programs not furnished by Mustang Cat.

(4) Mustang Cat warrants that Mustang Cat is an authorized reseller of the CAES products and has the right to grant to Purchaser the right and license provided in this Agreement, and that as of the date of this Agreement, to the best of Mustang Cat's knowledge, neither the software nor the end-user materials infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

MUSTANG CAT

BY: DRJh
Printed Name: Douglas R. Fisk
Title: EVP + GM
Date: 11/1/04

CITY OF COLLEGE STATION

BY: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Thomas E. Brymer, City Manager
Date: _____

Rolanne Nemaik

City Attorney
Date: _____

Jeff Kersten, Finance & Strategic
Planning Director
Date: _____

Exhibit 1

Purchasing Information

Part #	Description	Quantity	Price/List
OP-5535	ORDER DESIGNATOR FOR CAES	1	\$ -
167-8850	CAESoffice & METSmanager	1	\$ 70,000.00
167-8650	GPS Reference Station	1	\$ 21,500.00
229-2334	900MHz Radios	5	\$ 28,200.00
211-0084	REPEATER 40' Cable	1	\$ 320.00
211-0086	REPEATER 100' Cable	1	\$ 585.00
167-8633	LANDFILL COMP INSTALL KIT	2	\$ 7,400.00
167-8633	TTT INSTALLATION KIT	1	\$ 3,700.00
167-8901	CAES VEHICLE STYSTEM	3	\$ 151,200.00
167-6000	CAES SERVICE KIT	1	\$ 3,180.00
OP-0210	SHIPPING DOMESTIC	1	N/C
		Sub Total	\$ 286,085.00
ADDED	FREIGHT (Not to exceed)	\$500.00	\$ 500.00
	INSTALLATION & TRAINING (Up to 7 days)	\$1500.00/day	\$ 10,500.00
		Total	\$ 297,085.00

Support Agreement

Support Agreement fee is invoiced after 6 month warranty period is up

Description		Price
Support Only	Mandatory to Purchase	\$ 5,370.00
Software Updates	Additional cost for Software Updates	Optional \$ 12,490.00
Firmware	Additional cost for Firmware	Optional \$ 5,440.00
Extended Hardware Coverage	Additional Cost of extended Hardware warranty after one year original expires	Optional \$ 20,010.00
Total Support Fees/Year		\$ 43,310.00

Optional Equipment Labor and Support

Optional Solar Power for remote/mobile repeater	\$2000.00/ repeater	Actual parts and labor, not to exceed	\$ 2,000.00
Base station external infrastructure (Ex. Antenna masts, incidentals, parts and labor)			\$ 500.00
Options sub-total			\$ 2,500.00

Total, Exercising all Options \$ 342,895.00

Exhibit 2

Schedule of Services

A mutually agreed upon schedule will be determined within ten working days of execution of contracts.

Service

Invoice upon delivery and installation of all products
80% of the cost of equipment and software licenses

Invoice cost of Installation and Training

Invoice at end of sixty (60) day acceptance period
20% of the cost of equipment and software licenses

Training to commence as soon as installation of equipment

Time

No later than 8 weeks after contract

As soon as training is completed

60 days after installation
& training completed

EXHIBIT 3

EULA.txt

Caterpillar Trimble Control Technologies LLC ("CTCT")
END-USER LICENSE AGREEMENT ("Agreement")
IMPORTANT - READ THIS AGREEMENT PRIOR TO USING CTCT SOFTWARE

This document is an agreement between you, the end-user, and Caterpillar Trimble Control Technologies LLC. Carefully read all of the terms and conditions of this agreement prior to installing this CTCT software product package. Installing the CTCT software package in any manner indicates your acceptance of these terms and conditions. If you do not agree to all of the terms and conditions of this agreement, do not install the software package. You should promptly return the uninstalled software package and any items delivered with it for a full refund.

Granting of License: In consideration of payment of the License Fee (which is a part of the price you paid for this product), and your agreement to abide by the terms and conditions of the License, CTCT grants to you, the end-user, on the following terms and conditions, a non-exclusive License to use the software programs stored on the diskettes or CD in this package ("The Software") and the related user documentation. CTCT reserves all rights not expressly granted.

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Term: The License is effective until terminated. You may terminate this License Agreement by destroying the CTCT Software and documentation and all copies thereof. This License will automatically terminate without notice from CTCT if you fail to comply with any of the provisions of the License.

Disclaimer of Warranties: Except as indicated in Limited Warranty herein below, the CTCT Software and documentation is provided as is and without express or limited warranty of any kind by either CTCT or anyone who has been involved in the creation, production, or distribution of the CTCT software, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk, as to the quality and performance of the CTCT software and documentation, is with you. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limited Warranty: CTCT warrants that The Software will substantially conform to the published specifications provided it is used on the computer hardware and with the

EULA.txt

operating system for which it was designed. For a period of ninety (90) days from the date of delivery of The Software, CTCT also warrants that the media on which the Software is distributed and the documentation are free from defects in materials and workmanship. During the ninety (90) day warranty period, CTCT will replace defective media or documentation, or correct substantial program errors at no charge. If CTCT is unable to replace defective media or documentation, or correct substantial program errors, CTCT will refund the price paid for The Software. These are your sole remedies for any breach of warranty.

Limitation of Liability: Because the Software is inherently complex and may not be completely free of errors, you are advised to verify your work. In no event will CTCT or any other person involved in the creation, production, or distribution of the CTCT Software be liable to you on account of any claim for any damages, including any lost profits, lost savings, or other special, incidental, consequential, or exemplary damages, including but not limited to any damages assessed against or paid by you to any third party, rising out of the use, inability to use, quality or performance of such CTCT Software and documentation, even if CTCT or any such other person or entity has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you.

Applicable Law: This Agreement shall be construed, interpreted, and governed by the laws of Ohio, U.S.A. If any provision of the Agreement is invalid under Ohio law, such a provision is to the extent of such invalidity, deemed to be omitted.

Acknowledgement: You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree it is the complete and exclusive statement of agreement between you and CTCT which supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this agreement.

Caterpillar Trimble Control Technologies LLC
5475 Kellenburger Road
Dayton, Ohio, USA 45424
(937) 233 8921

Software License Agreements

End-User License Agreement for Microsoft Software

- You have acquired an item ("DEVICE") that includes software licensed by Caterpillar Inc. ("CATERPILLAR") from Microsoft Licensing Inc. or its affiliates ("MS"). Those installed software products of MS origin, as well as associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.
- IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT ("EULA"), DO NOT USE THE DEVICE OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT CATERPILLAR FOR INSTRUCTIONS ON RETURN OF THE UNUSED DEVICE(S) FOR A REFUND. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE OF THE DEVICE, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
- **GRANT OF LICENSE.** The SOFTWARE is licensed, not sold. This EULA grants you the following rights to the SOFTWARE:
 - You may use the SOFTWARE only on the DEVICE.
 - **NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. CATERPILLAR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE DEVICE, AND MS HAS RELIED UPON CATERPILLAR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
 - **NO WARRANTIES FOR THE SOFTWARE. THE SOFTWARE is provided "AS IS" and with all faults. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF YOU HAVE RECEIVED ANY WARRANTIES REGARDING THE DEVICE OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MS.**
 - **Note on Java Support.** The SOFTWARE may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated MS to make this disclaimer.
 - **No Liability for Certain Damages. EXCEPT AS PROHIBITED BY LAW, MS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MS BE LIABLE FOR ANY AMOUNT IN EXCESS OF U.S. TWO HUNDRED FIFTY DOLLARS (U.S.\$250.00).**
 - **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
 - **SOFTWARE TRANSFER ALLOWED BUT WITH RESTRICTIONS.** You may permanently transfer rights under this EULA only as part of a permanent sale or transfer of the Device, and only if the recipient agrees to this EULA. If the SOFTWARE is an upgrade, any transfer must also include all prior versions of the SOFTWARE.
 - **EXPORT RESTRICTIONS. If these licensing terms are not labeled "North America Only Version" and the SOFTWARE is not identified as "North America Only Version" on the SOFTWARE**

packaging or other written materials, then the following terms apply: Export of the SOFTWARE from the United States is regulated by the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). You agree to comply with the EAR in the export or re-export of the SOFTWARE: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which as of May 1999 include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, and the Federal Republic of Yugoslavia (including Serbia, but not Montenegro), or to any national of any such country, wherever located, who intends to transmit or transport the SOFTWARE back to such country; (ii) to any person or entity who you know or have reason to know will utilize the SOFTWARE or portion thereof in the design, development or production of nuclear, chemical, or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges. For additional information see <http://www.microsoft.com/exporting/>.

If the licensing terms are labeled "North America Only Versions" or if the SOFTWARE is labeled "North America Only Version" on the SOFTWARE packaging or other written materials, then the following applies: The SOFTWARE contains strong encryption features. The SOFTWARE may be distributed in the United States, its territories, possessions and dependencies, and Canada without an export license. Export of the SOFTWARE from the United States is regulated under "EI controls" of the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). An export license or applicable license exception is required to export the SOFTWARE outside the United States or Canada. You agree that you will not directly or indirectly export or re-export the SOFTWARE (or portions thereof) to any country, other than Canada, or to any person or entity subject to U.S. export restrictions without first obtaining a Commerce Department export license or determining that there is an applicable license exception. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked, or denied your export privileges. For additional information see <http://www.microsoft.com/exporting/>.

Caterpillar Software Warranty

Machine Control & Guidance Products Representations and Warranties of Licensor.

Licensor hereby represents and warrants to City of College Station that:

- Licensor is the sole owner of, or has rights to, all of the subject Software;
- For a period of one hundred eighty (180) days after the Commissioning Date, the Software will perform substantially in accordance with any and all documentation prepared by licensor referencing in any manner the performance and functionality of the Software and the Software, when delivered, will be free of viruses or other intentionally disabling code; and
- For a period of one hundred eighty (180) days from the Commissioning Date, the media on which the Software is delivered will be free from defects in quality or workmanship. Caterpillar's obligation to remedy a breach of any of the warranties shall be subject to and conditioned on Licensee duplicating any claimed defect and providing Caterpillar necessary access, including remote access, to the Software. Licensee shall provide Caterpillar with sufficient test time and support on the Licensee System to correct any defect.

Caterpillar Software Warranty

- The warranties set forth shall not apply: (i) to any defect caused by the Software's installation in or interface with the Licensee System, (ii) to operation of the Software that is not consistent with the instructions contained in the Documentation, or (iii) to any defect caused by modifications or enhancements not performed by Caterpillar.
- Caterpillar does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect performance or that the applications contained in the Software are designed to meet all of Licensee's and its Affiliate's business requirements.

EXHIBIT 4

2004 Product Support Program

Mining and Earthmoving Technology Systems (METS) **Customer Support Portfolio**

Technical Support Service **Software Update Subscription Program** **Firmware Update Subscription Program** **Hardware Extended Coverage Program**

CAESultra, CAESbasic, and VIMSwireless users are offered a variety of services and programs to assure optimum availability and return on investment for these Caterpillar Information Technology Products. Our array of programs provides users the flexibility to choose the type and extent of support that best match their needs. Services and Programs can be purchased individually or in a bundle allowing users to maintain system uptime and remain on the leading edge of the technology's features and updates.

Technical Support Service

A 24x7 service that provides users with access to METS support experts who have one mission – optimize METS product availability. From troubleshooting hardware or software problems to providing guidance on how to get more from your investment, Technical Support Service is the total solution for responsive and capable technical assistance. This Service is mandatory with every operating METS product system.

Software and Firmware Update Subscription Programs

Update Subscription Programs provide METS Product's users the opportunity to remain on the leading edge of the technology's software and firmware capabilities. This annually renewable program offers updates, enhancements, maintenance releases and documentation at no additional charge. When bundled with Technical Support Service, the user receives all three programs for a reduced fee.

Hardware Extended Coverage Program

Extended Coverage protects the user's initial investment for up to two years beyond the original hardware warranty. Repairs to on- and off-board components the result of failure from materials and workmanship are provided at no charge. Discounted rental rates for spare components while repairs are completed are also part of this optional program.

The METS Customer Support Portfolio allows users to choose the Service solutions unique to their business needs while enhancing the product's functionality and optimizing its application. The bottom line is peace of mind, investment protection and support that ensures business success.

METS Technical Support Service

METS Technical Support Service answers the unique needs and customer requirements for service and support of Caterpillar Information Technology Products. It provides skilled technical assistance related to installing and operating METS products such as CAES*Ultra*, CAES*basic*, and VIMS*wireless*. This assistance is designed to keep these information products available and reliable, maximize the return on investment and help the METS Technology customer's operation lower costs and improve profitability.

Technical Support Service commences after the standard six-month software warranty expires. It provides METS product's users with the following services and benefits:

- **First line support:** The Mining and Earthmoving Technology Systems group provides trained, experienced factory contacts to answer basic questions and complete fundamental system troubleshooting. In many cases, the problem will be resolved over the phone eliminating the need for on-site visits. This support is responsive and capable which leads to higher system availability and utilization.
- **7x24 support via a toll free telephone number:** The METS hot line is designed to resolve problems fast and efficiently. The toll free phone number provides customers with round the clock troubleshooting, diagnostic and technical information and assistance. Experts in the product's functionality and design are available to provide real time solutions over the phone or begin the resolution process with additional factory based resources.
- **Web-based support via metsgrouponline.com:** METS maintains a web site dedicated exclusively to product support. Accessing this site, customers are able to perform a number of functions including entering requests for technical assistance, requests for hardware component service (RMA), logging and tracking the progress of hardware repairs and the download of selected software and firmware updates. A complete list of the customer's entire product ownership by component (including serial numbers) is also available as well as information about the customer's Technical Support Service and Update Subscription Program effective dates and current standing. This feature, accessible only to that individual customer, expands the communication link between METS and the customer, and improves access to important information.
- **Remote access dial up service:** With a modem connection to the office computer at the work site, many problems can be ultimately solved through this dial up access service. This allows METS experts based at the factory to see exactly what the customer personnel see and troubleshoot even the most difficult problems "on-line", resolving them quickly and, most times, eliminating the need for a time consuming site visit. This leads to more system uptime and greater METS product value.

Contact your METS sales or support representative about annual pricing for this Service which is mandatory* for each operating METS product site. This fee, which is based on the number of systems, components and office software on site, is due and payable after the expiration of the new software warranty (six months after commissioning date) and then each year thereafter as long as the METS Technology Product is in service.

* Customers without this Service do not receive telephone, web-based or any other support services.

METS Software Update Subscription Program

The METS Software Update Subscription Program provides customers with the latest in METS Technology Product software upgrades, enhancements, maintenance releases and documentation.

This annual subscription service entitles customers to the most recent versions of CAES*ultra*, CAES*basic*, and VIMS*wireless* software matched to their hardware. The Software Update Subscription Program assures customers remain on the leading edge of METS Technology Product functionality, improving the performance of the system and maximizing the value of the investment.

Effective after the expiration of the standard six-month software warranty, the Software Update Subscription Program has the following features and benefits:

- **Software Updates and Enhancements:** Customers receive improved METS Technology Product software versions at no additional charge for the term of this program. Plans call for one major update per year. These updates, typically designed in answer to user suggestions, improve system performance and expand functionality.
- **Software Maintenance Releases:** While most software problems will be uncovered during the comprehensive development and testing process, this portion of the program is designed to provide users with updates that improve system stability and predictability. These releases could address issues which were uncovered as the product's use is broadened into new and different areas by the customer, providing enhanced performance under certain, previously unknown situations. It also provides for limited consulting should problems be unique to a particular job site.
- **Documentation Updates:** As support documentation and literature is updated, customers under this program will automatically receive these new materials either via the METS website or CD. Other materials addressing how to get more from the METS Technology Product or troubleshooting guidelines will also be provided as they are developed and released.

Contact your METS sales or support representative about annual pricing for this optional Program. The Program fee, which is based on the number of systems, components and office software in operation, is charged annually in advance of the Subscription period. It covers a twelve-month period. Since it becomes effective upon the expiration of the standard new software warranty (six-months after commissioning date), enrollment must be completed by this date. In the event that the customer chooses not to acquire this Program or allows the Subscription to lapse, a "Reinstatement" fee equal to the minimum annual charge will be assessed. This annual charge will apply to each year or portion of each year's of non-active time. For example, if the subscription has lapsed into a second year and the customer chooses to reactivate at some time during that year, the minimum reinstatement charge will be two times the annual charge. Customers not enrolled in this Program do not receive software updates, maintenance releases, documentation or any other Program services.

METS Firmware Update Subscription Program

METS Firmware Update Subscription Program provides METS Technology Product's customers updates to GPS receivers, and off-board and on-board radios. Firmware is the operating system behind these critical METS technologies and this Program allows users to maintain and enhance their investment with the latest operating system improvements. This ensures that METS GPS

and wireless customers remain on the leading edge of performance and functionality, delivering more value from *CAESultra*, *CAESbasic* and *VIMSwireless* products which utilize these technologies.

Effective after the expiration of the standard six-month firmware warranty, the optional Firmware Update Subscription Program has the following features and benefits. Customers receive improved Radio and GPS Receiver firmware versions at no additional charge for the term of this program.

- **TC900 Radio Firmware Updates and Enhancements:** Firmware updates typically offer METS 900MHz radio users the following enhancements:
 - Improved data transmission latency for faster radio data through-put
 - Architectural modifications that
 - increase and/or optimize bandwidth
 - improve the reliability of data transmission
 - Improved diagnostic capability for faster troubleshooting and problem resolution
- **Global Positioning System (GPS) Receiver Firmware Updates and Enhancements:** Firmware updates to GPS receivers typically cover the following improvements:
 - Improved Real Time Kinematic (RTK) integer ambiguity resolution for superior positioning performance
 - Optimal integration with METS radio network to assure reliable and fast CMR transmissions
 - Improved diagnostic capability for faster troubleshooting and problem resolution
- **Documentation Updates:** As support documentation and literature is updated for receivers and radios, customers under this program will automatically receive these new materials either via the METS or Trimble web-sites or CD. Other materials addressing how to get more from the METS Technology Product or troubleshooting guidelines will also be provided as they are developed and released.

Contact your METS sales or support representative about annual pricing for this Program which is optional and effective after the expiration of the new firmware warranty (six months after commissioning date). The Program fee, which is based on the number of on board and off board receivers and radios/repeaters in operation, is charged annually in advance of the Subscription period. It covers a twelve-month period. Since it becomes effective upon the expiration of the standard new firmware warranty, enrollment must be completed by this date. In the event that the customer chooses not to acquire this Program or allows the Subscription to lapse, a "Reinstatement" fee equal to the minimum annual charge will be assessed. This annual charge will apply to each year or portion of each year's of non-active time. For example, if the subscription has lapsed into a second year and the customer chooses to reactivate at some time during that year, the minimum reinstatement charge will be two times the annual charge. Customers not enrolled in this Program do not receive firmware updates, maintenance releases, documentation or any other Program services.

Hardware Extended Coverage Program

Hardware Extended Coverage is an optional program available to cover CAES*Ultra*, CAES*basic* and VIMS*wireless* major on-board and off-board (infrastructure) hardware components. Extended Coverage users are protected against the expense of repairs due to defects in materials and workmanship for up to twenty-four (24) months after the expiration of the standard new system twelve (12) month warranty. There is no Service Meter Unit (SMU) limit. In addition, the program offers the rental of a replacement component at half price so the technology can remain in operation while the repair is being completed.

Enrollment and Fee Calculation:

Since this program becomes effective when the standard new system hardware warranty expires, enrollment must be completed by that date (12 months after commissioning). The Program fee, which is based on the number of on board and off board hardware components in service, is charged annually in advance of the Coverage period. It covers twelve (12) months.

Coverage Terms:

CAES*Ultra*, CAES*basic* and VIMS*wireless* products are warranted to be free of defects in material and workmanship during the extended coverage period. Depending on the coverage option that is chosen, the major components covered under the terms and conditions of this agreement are:

On-board

GPS receiver; TC900 radio; display/processor and GPS antenna

Off-board

GPS reference station receiver; Trimcomm, TC900 radios / repeaters

Cables, radio whip antennas, harnesses, power supplies, brackets, office computer and other miscellaneous hardware are not covered by this extended coverage. It also does not apply to components damaged by accidents, vandalism, misapplication, abuse, negligence, acts of nature, installation and use that is judged improper, or unauthorized repairs and adjustments. This coverage is limited to repair or replacement of parts determined to be defective in material and workmanship. It does not apply to normal maintenance service or replacement due to wear-out.

Component Rental Program:

To economically maintain operation of METS Technology Products while a repair is in process, customers enrolled in the Extended Coverage Program can rent replacement components at reduced rates. For the duration of the Coverage Period, the customer is eligible to rent specified METS hardware at half the published rate while the repair is being completed. When a repair order is placed, the customer simply requests a rental component is sent. The rental clock will begin two days after the shipment of the component (four days if outside the continental US) and stop one day before the postmark of the return shipment. Shipping charges will be billed with the rental charges. Components rented under this program do not have a purchase option.

User Responsibilities:

- Proper packaging and the cost of shipping the product to and from Caterpillar or its designated repair facility.
- Labor for removal and installation of components
- Prompt return of rental components after the repair is completed.

Exhibit 5

Acceptance Criteria

- (1) System will provide real-time data to supervisors and compaction equipment operators to determine number of passes and lift thickness over designated landfill area(s) to achieve optimum compaction.
- (2) System will provide real-time data to supervisors and equipment operators to determine grade and slope information over designated landfill area(s).
- (3) System will provide landfill equipment operators the ability to control grades using cab mounted display screen with a graphical representation of the actual and design elevation for the current work area.
- (4) Supervisory staff will be able to remotely view a representation of the landfill working face depicting the location of each piece of system equipment utilizing the system and monitor their movement from a computer monitor.
- (5) System must support a network connection to a TCP/IP based network using Novell 6.0 Network Operating System.

EXHIBIT 6

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INTRODUCTION

Information age technology products allow many industries to improve productivity, efficiency, and process control. Caterpillar's Computer Aided Earthmoving System (CAES) brings the information age and its benefits to the landfill industry.

CAES enables the re-engineering of the entire site planning and production process. With CAES the operator moves from relying on survey stakes and flags to define the work area to having an electronic plan in the machine cab.

Landfills utilize CAES on compactors and track-type tractors. Compactors ensure proper waste placement and optimum compaction. When CAES is installed on a compactor, the system indicates to the operator how many passes the compactor has made over the material along with grade and slope information. It provides feedback that tells the operator when effective compaction has been achieved. In a track-type tractor application, operators receive real-time grade/slope information to better utilize cover soil and minimize airspace consumption. With the information CAES provides to a track-type tractor, operators work more efficiently with the site plan to reduce costs.

Additionally, CAES permits the identification of site specific storage areas such as hazardous waste, medical, industrial, organic, and other materials which require special handling or a record of their placement.

PROCESS CHANGE

With traditional earthmoving and mining methods, a working site plan is typically created by the engineer in the office on a computer. This information is then transferred to paper, and the surveyor goes out and stakes the area translating it into survey flags and color tape that define elevation, grade, slope, or material type. Once the machine operator has completed the job, the surveyor resurveys the area and updates the office plan. This process is labor intensive and is prone to a check, rework, recheck approach.

CAES streamlines and potentially eliminates the need for these processes, allowing operators to work quicker and more efficiently, increasing the productivity of the operation.

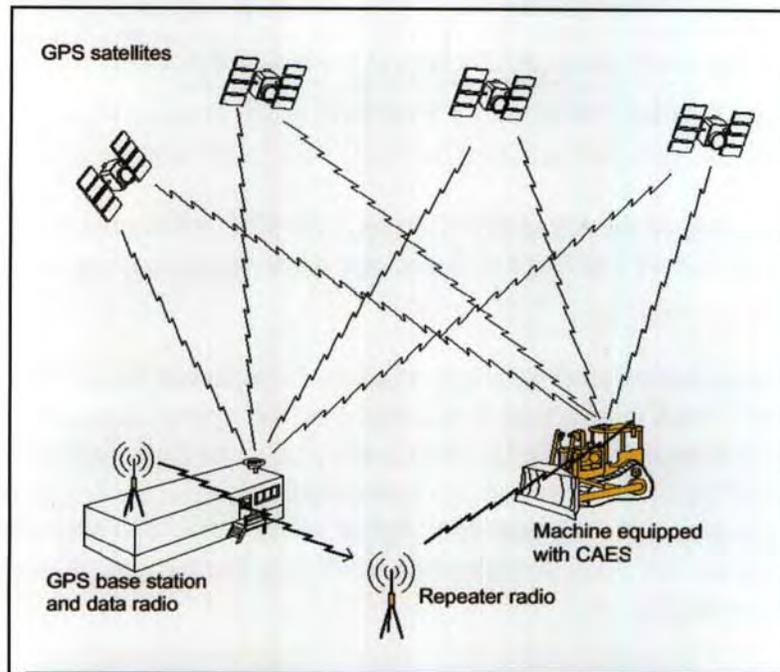


Figure 1. Overview of the system

CAES

Caterpillar's Computer Aided Earthmoving System uses GPS satellite technology and a wireless radio network to aid in a more efficient and productive landfill operation. CAES consists of an on-board system, GPS and wireless infrastructure, and system management software.

As machines are working on site, the topography is changing. CAES equipped machines use GPS navigation to monitor the machines position in the field. CAES sends a record of changes in topography back to the office over a 900 MHz spread spectrum radio network shown in Figure 1. The machines in the field become full time surveyors. These changes update a site digital terrain model that can be utilized by engineering. This allows for a near real-time representation of the landfill topography. CAES also gives the landfill managers and engineers the ability to send design files from the office to the machines over the radio network. Using the radio network and office software, landfill managers have the ability to track the productivity and location of the CAES equipped machines.

CAES can be installed on a Track-type tractor, Compactor, Wheel Loader, Scraper or a Motor Grader. The system gives the operator the ability to control grade using a cab mounted color display with graphical representation of compaction passes and lift thickness.

CAES On-Machine System

- A. TC900B - 900MHz communications radio
- B. L1/L2 GPS Antenna with built in ground plane
- C. GPS Receiver
- D. CAES daylight visible display and computer system with Caterpillar[®] application software



Figure 2. CAES hardware components

Infrastructure

GPS Infrastructure consists of a reference station and a radio network. A GPS reference station is used to achieve the centimeter level accuracy needed in a landfill application. The reference station receives the same GPS signals as the machine receiver, but because they are at separate locations, there is a slight difference in the time these signals are received. The reference station sends its GPS information over a radio link to the CAES enabled machine. The receiver on the machine then combines the information with its own observations to compute precise positioning. The 900 MHZ radio network for CAES has two channels. GPS correction data is transmitted over one channel while the other channel is used for sending site planning and production data to and from the site office and the machines working on-site. This is a spread spectrum radio network that operates at 902-928 MHZ. A signal broadcasts data up to 3.6 miles (6 Km) with line of site under optimal working conditions. By utilizing the same radio as a repeater the range can be extended to provide seamless coverage around local obstacles such as large buildings or hills. Up to four radio repeaters may be used to provide extended coverage.

System Management Software

METSmanager

METSmanager is the software component that allows for integration of the site planning system and the machine providing both plan file conversion and wireless communication.

Key Functionality

- Read design files in standard DXF formats
- Convert the .DXF files to CAES on-board format (.CAT) files
- Send design files to the machine over the radio network
- Produce diagnostic and productivity reports
- Send several designs to the machine to be activated at a later date.

A. File Window

The file window is very similar to a Windows Explorer window. It displays the folder that contains .DXF design files created using the site planning package. It can also hold application configuration files for the GPS receivers and files already converted from .DXF to the CAES on-board software format (.CAT files).

B. Machines Window

The machines window contains icons, one for each machine equipped with CAES on-board software. In the figure shown there are three machines in the METSmanager system. This will allow for multiple machines to be monitored at the same time.

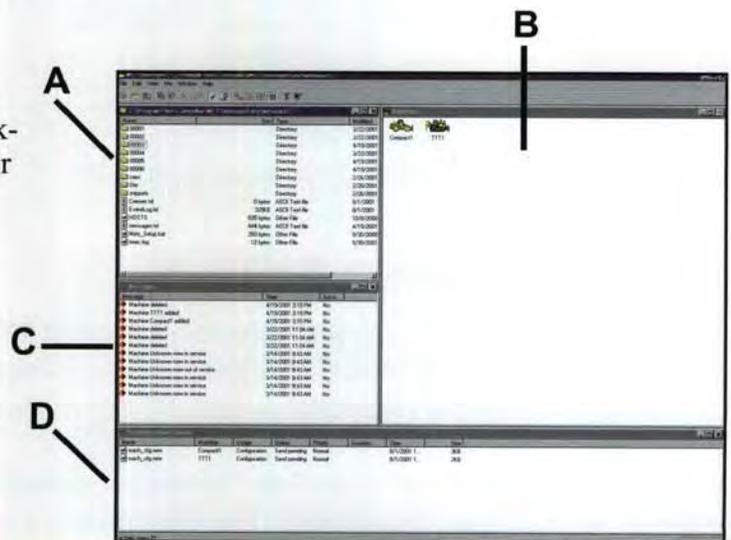


Figure 3. METSmanager window

C. Messages Window

The messages window contains a list of recent messages that METSmanager has generated. A green circle indicates that the site engineer in the office has acknowledged receipt of the message and taken appropriate action. A red, square symbol indicates that this is a new message. Messages displayed can be errors, warnings, confirmations, or information messages.

D. Communications Queue Window

The communications queue window contains a list of all transmissions scheduled to occur over the radio network. This window displays the status of the transmission of files.

CAESoffice

CAESoffice allows staff to monitor the CAES machines throughout the site in near real-time. Figure 4 shows a sample CAESoffice screen with two machines working at the same time. This function allows for better communication between the office and machine operators, resulting in less re-work.

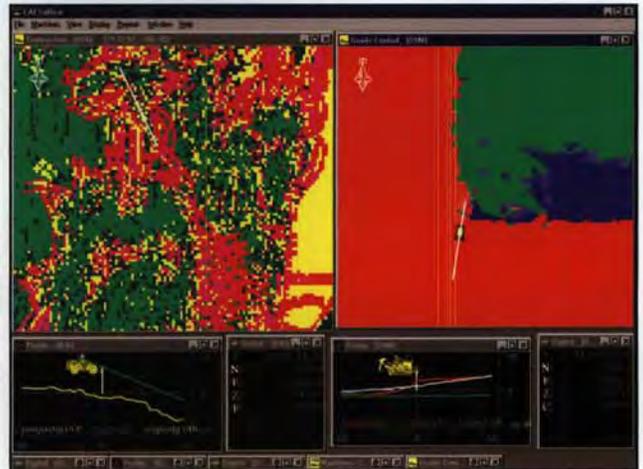


Figure 4. View of compactor and track-type tractor screen in CAESoffice.

Office PC Requirements

- Pentium II/III processor with recommend 128MB memory
- 21" monitor (SVGA color 1024 x 768 resolution) with 2MB video memory
- Windows NT 4.0 or higher with latest service pack
- FAT 16 file allocation system
- Modem- internal or external (required for remote support)
- Required ports: serial (suggest 2 serial, 1 parallel)
- CD ROM drive
- 3.5" disk drive
- Mouse or suitable pointing device
- Minimum of 200 MB hard drive space available

Landfill Planning Software

The re-engineering of the site planning and surveying process begins with the landfill's planning software. Customers use many different CAD-type planning software packages. CAES is compatible with nearly all of these third party vendor products.

The interface specification in the METSmanager manual details the data formats used between the CAES software and the planning software. The data formats are .DXF and ASCII, both industry standard and widely used.

APPLICATIONS

COMPACTION

Airspace is a valuable commodity in landfills. With the use of compactors, sites are able to maximize airspace utilization. Caterpillar's Computer Aided Earthmoving System (CAES) allows landfills to enhance this utilization by enabling operators to have compaction pass and thick lift information graphically displayed in the machine cab.

The plan view window displays a "bird's eye" view of the machine and its work area. For a compactor, this window shows a grid-like area. The color of each grid represents the number of passes the compactor has made across that area. Each time the compactor wheel travels over a surface, the CAES screen changes color to acknowledge the compaction pass. Red indicates a new trash lift, magenta the first full machine pass, yellow the second, dark green the third, and optimum compaction is indicated by light green. This allows the operator to achieve maximum effective compaction, eliminating the possibility of having missed or too lightly compacted areas. CAES also increases compactor productivity by indicating finished areas, reducing un-needed compactor passes.

Thick lift control helps achieve higher compaction densities by managing the depth at which waste is placed. CAES gives thick lift information to the operator by displaying white boxes in the compaction window telling the operator that too much has been placed in that area.

A test run at a midwest landfill showed a 14% increase in compaction from 1150 lb/cubic yard to almost 1400 lb/cubic yard (682 kg/cubic meter to 831 kg/cubic meter). This resulted in \$1500.00/day in airspace savings, increasing the life of the landfill. Landfill personnel obtain these compaction numbers by using data sent from the CAES equipped landfill compactor. Topographical information is collected in the office via the wireless radio network on a daily basis. Using CAD software, engineers are able to compare daily, weekly, or monthly topographical data to get volume of airspace consumed. Density of material is calculated by dividing the amount of waste weighed at the site scale by the volume of airspace consumed. CAES provides landfills the chance to use this information to measure their effectiveness at placing and compacting waste.



Figure 5. CAES equipped compactor



Figure 6. CAES Compactor screen

IMPROVING GRADE/SLOPE CONTROL

Most landfills today create grade and slope designs using design software. The typical process involves site surveyors marking the active areas with grade stakes and vertical markers to represent proper grade/slope to the operators. Once these are in place the machine goes to work. Operator interpretation, lost stakes, and inclement weather often mean less than satisfactory results versus the plan. But often this is not determined until after the work is done and a survey check takes place. Rework to correct errors and complete the plan is then needed leading to higher costs and lower efficiency.

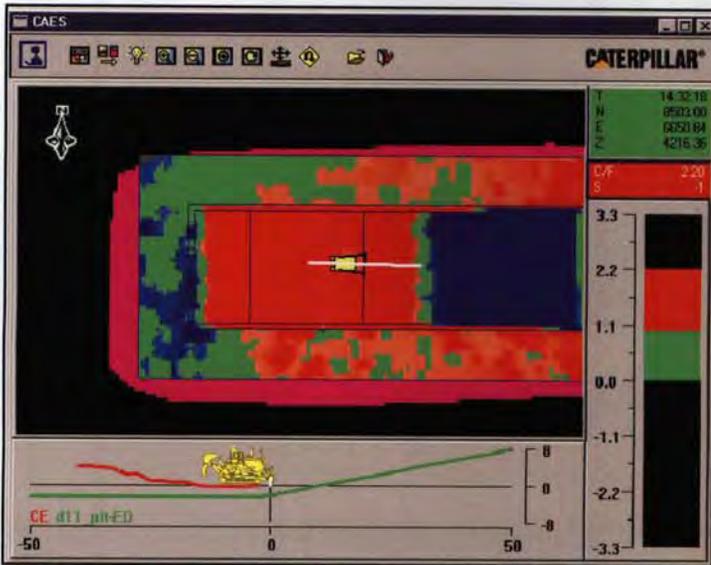


Figure 7. CAES Dozer screen

CAES eliminates these issues by allowing design information to be sent to the CAES enabled machine, empowering operators to work to proper design grade the first time. Figure 7 shows the machine in-cab display. The design box indicates the work to be done, green being the design grade, red indicating the current elevation, and blue the area to be filled. As the current elevation line gets closer to grade, the operator uses the cut/fill indicator on the right for increased accuracy. CAES shows the operator where they are and where they need to be in relation to the site plan. This eliminates the need for grade stakes and vertical markers which are vulnerable to being lost or knocked down. Overall CAES greatly improves grade/slope application by providing information to the operator that was never before available.

ENGINEERING/SURVEY

Landfills survey on a regular basis to determine airspace consumption and grade and slope information. Due to the time frame between surveys, work that is out of specification sometimes is not determined until well after the fact. With CAES, landfills can receive survey information as often as they would like because CAES enabled machines are full time survey tools constantly relaying survey data to the office via the wireless radio network. The landfill engineers process data from the CAES enabled equipment to get topographical information. Design software is used to better follow the trash placement in the active lift areas. More detailed site plans are downloaded to the equipment using the same radio network. Operators are able to use these plans to work within inches of the grade plan the first time. This feature allows landfill engineers to better follow the airspace usage, daily cell construction, and conformance to the plan. One CAES user reports eliminating 6 to 8 hours of surveying per week along with all grade staking in the active area. CAES results in a more efficient and effective engineering/ survey process, saving time and money, and improving planning and landfill operation quality.

COVER SOIL CONSERVATION

Another area of high cost that entails a process difficult to control for many landfills is cover material placement. CAES gives landfills the ability to control cover soil by providing operators with real-time centimeter level design, grade, and slope information. Efficient cover soil management means both a reduction of daily cover soil and more effective utilization of airspace. To prove this point, a trial installation was conducted at a west coast landfill. In this application track-type tractors and landfill compactors worked together toward a designated trash grade. Once this trash grade was met the operator switched to the design plan indicating optimal cover soil depth. After three weeks of trash placement, potholes were dug to measure the difference in cover soil depths. Results show a 40% decrease (from 6"-24" to 7"-9" uniform; 15.2cm-60.9cm to 17.7-22.8cm) in the use of daily cover soil, which is equivalent to 150 yd³ of airspace per day. For this customer with a tight soil inventory, CAES savings amounted to thousands of dollars per week.



Figure 8. CAES equipped dozer applying cover soil

EMPLOYEE EMPOWERMENT & SAFETY

CAES not only improves the effectiveness of the landfill but also the safety and quality of work for everyone on site. Daily surveys, site stakes, and vertical grade markers for the active areas are no longer necessary, eliminating the need for surveyors or laborers to be in hazardous areas. The CAES in-cab display shows the site plan in real-time assisting the operator in placing waste to grade the first time. This decreases the amount of rework, some user's report up to 90%. CAES also improves operator morale by providing them with the confidence that the work is finished properly, reducing the stress caused by rework. In addition, CAES provides the capability to identify and record specific storage areas for dangerous materials such as hazardous waste, medical and organic materials which require special handling and better documentation of their location in the landfill. Using the on-board display, operators have the ability to accurately record northing, easting, and elevation of any delivered waste. This information is radioed into the office via a two way radio and is then entered into the engineering software. Overall CAES means a safer work environment.

SUMMARY

Today's competitive landfill business environment requires operations to maximize compaction, improve airspace utilization, and the use of cover soil to keep costs down and improve profits. CAES brings the information age to the landfill industry and helps meet these requirements. Through better and more accurate information, the operator works more efficiently and productively. Office software allows landfill engineers to integrate with CAD software seamlessly to design and follow the airspace utilization of the landfill. Time consuming and hazardous surveys and staking grade markers, can be virtually eliminated by using the CAES system. The end results are longer landfill life, lower operating costs, empowered employees and greater productivity.

For more information, please contact:

Caterpillar Inc.
100 NE Adams St.
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E-mail: landfillgps@cat.com

EXHIBIT 7

Computer Aided Earthmoving System



CAES for Landfills



**Landfill Compactors
Track-Type Tractors
Wheel Tractor Scrapers
Motor Graders**

System Components

Communications Radio	TC900B
GPS Antenna	L1/L2
GPS Receiver	MS840
In-Cab Display	CAES Touch Screen Display
CAESoffice™/METSmanager	

Computer Aided Earthmoving System for Landfills

Advanced GPS technologies for earthmoving equipment improve machine efficiency, maximize air space utilization, and extend landfill life.

Caterpillar is helping customers revolutionize the way they compact trash, grade slopes and manage their operation with new technology solutions for landfills. Solutions that provide greater accuracy, higher productivity, lower operating costs, more profitability and longer landfill life.

The Computer Aided Earthmoving System (CAES) is a high technology earthmoving tool that allows machine operators to achieve maximum landfill compaction, desired grade/slope, and conserve and ensure even distribution of valuable cover soil with increased accuracy without the use of traditional survey stakes and crews. Using global positioning system (GPS) technology, machine-mounted components, a radio network, and office management software, this state-of-the-art machine control system delivers real-time elevation, compaction and grade control information to machine operators on an in-cab display. By monitoring grade and compaction progress, operators have the information they need to maximize the efficiency of the machine, resulting in proper drainage and optimum airspace utilization.

This advanced technology tool also aids in the identification of site-specific storage areas for hazardous, medical, industrial, and organic waste requiring special handling and placement records.

Applications

CAES is an ideal tool for landfill planning, engineering, surveying, grade control, and production monitoring applications in dump areas. CAES is specifically designed for use on landfill compactors, track-type tractors, wheel tractor scrapers, and motor graders.

On-Board Components

- CAES Touch Screen Display
- GPS Receiver
- GPS Antenna (L1/L2)
- Communications Radio

Off-Board Components

- GPS Reference Station
- Radio Network
- CAESoffice/METSmanager



Operation

CAES uses GPS technology, a wireless radio communications network, and office software to map landfills, create site plans, locate a machine's position, and track compaction and earthmoving progress with complete accuracy.

The receiver uses signals from GPS satellites to determine precise machine positioning. Two receivers are used to capture and collect satellite data – one located at a stationary spot on the landfill site, and another located on the machine. Signals from the ground-based reference station and on-board computer are used to remove errors in satellite measurements for centimeter accuracy.

The CAES-enabled machine is driven over the site to create a digital terrain design file. Using the radio network and office software, landfill terrain data is transmitted from the machine to the landfill office. Landfill managers can

then send the work plan from the office to the in-cab display to show operators the work to be done.

The in-cab display provides the operator with an overhead and cross-sectional three-dimensional surface view of the color-coded work plan and precise machine location. The software continuously updates terrain and machine position information as the machine traverses the site.

CAES gives the operator the ability to control grade by monitoring progress on the in-cab display, which shows a graphical representation of lift thickness and compaction density. Cut/fill numbers are displayed in real-time as the machine moves across the site, which allows the operator to know precise elevation, material spread, compaction passes, and required cut or fill at any point on the job.

The *compactor* display shows colored grids representing the number of compaction passes the machine has made across each area. As the compactor wheel travels over an area, the screen changes color to acknowledge the pass. Green areas indicate when optimum compaction has been reached. The system also monitors thick lift information and visually displays when a lift exceeds maximum site parameters.

In *tractor, scraper and motor grader* applications, the color display graphically shows the operator cut, fill, and grade work to be done according to plan. As the machine works, the screen changes color. Green indicates when the operator has achieved plan grade.

By providing immediate feedback on the accuracy of each pass, CAES operators have the information and confidence they need to work more efficiently, productively and profitably.

On-Board Components

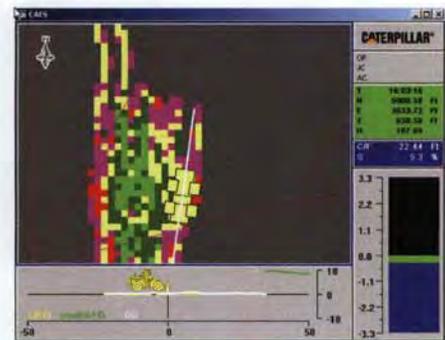
Communications Radio. The rugged radio, mounted on the roof of the machine, is used for transmitting, repeating and receiving real-time data from GPS receivers. The radio broadcasts real-time, high-precision data for GPS applications. Under normal conditions, the 900 MHz radio broadcasts data up to 10 km (6.2 miles) line-of-sight. Coverage can be enhanced with a network of repeaters, which allows coverage over a broader area. Optimized for GPS with increased sensitivity and jamming immunity, the radio features error correction and high-speed data transfer, ensuring optimum performance. A 450 MHz radio solution is also available.

GPS Antenna (L1/L2). The dual frequency external antenna, mounted on the roof of the machine and reference station, is used to pick up the signals from the GPS satellites to determine the machine's position for high precision, real-time machine guidance and control. A low-noise amplifier provides sensitive performance in demanding applications. The compact, low profile design and sealed housing ensure reliable performance in harsh weather conditions.

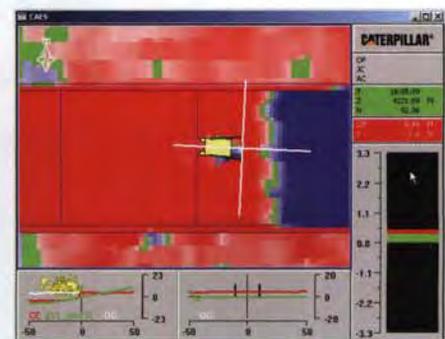


GPS Receiver. The dual frequency real-time kinematic (RTK) GPS receiver is used to send and receive data simultaneously across the radio network. The system computes differential corrections for real-time positioning with centimeter accuracies, to ensure precise machine guidance and control.

CAES Touch Screen Display. The in-cab graphical display provides real-time operating information to the operator. Designed for simple operation, the 264 mm (10.4 in) custom configurable, integrated touch screen display allows operators to easily interface with the CAES system. The display utilizes the latest infrared touch and transreflective backlight technology for superior viewing in bright light conditions and a broad-range dimmable backlight for viewing in low light conditions. Designed for reliable performance in extreme operating conditions, the unit is guarded against shock and sealed to keep out dust and moisture.



Compactor Screen



Dozer Screen

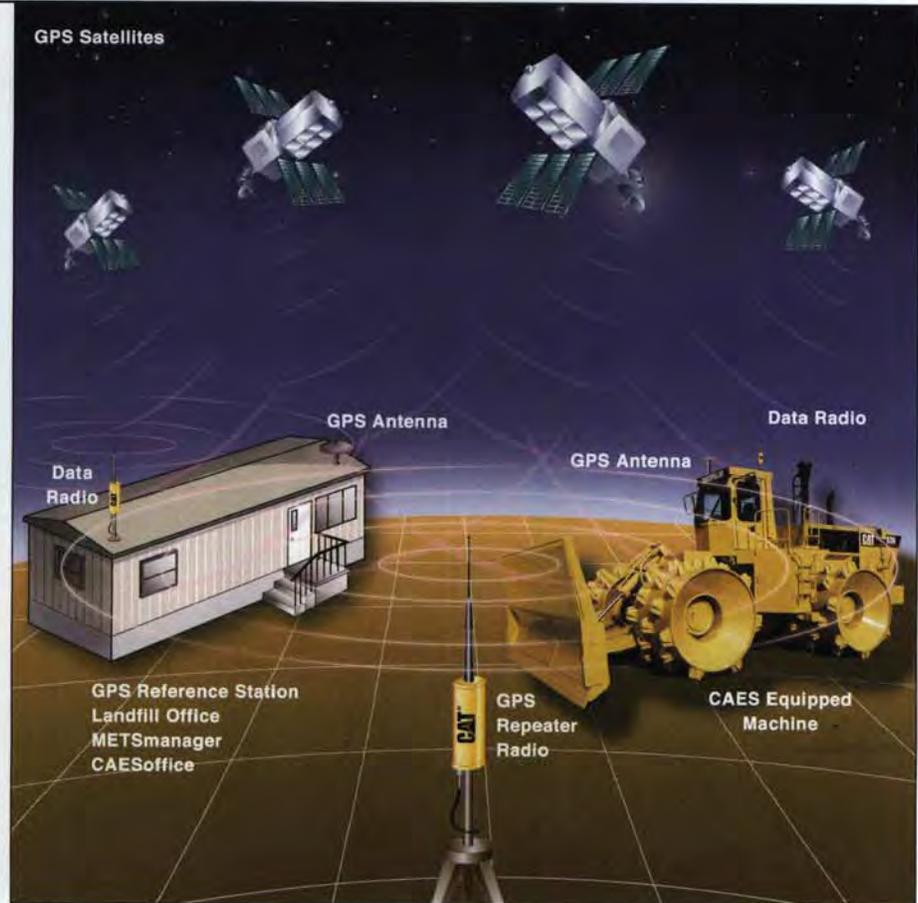
Off-Board Components

GPS Technology. Global Positioning System (GPS) technology uses 24+ satellites that orbit above the earth and constantly transmit their positions, identities and times of signal broadcasts to earth-based satellite sensors. The GPS receiver is an electronic box, which measures the distance to each visible satellite from an antenna on the ground. Through trilateration, the receiver determines where the satellite is in respect to the center of the earth. The GPS receiver uses its own position and GPS satellite positions to calculate errors and corrections for computing exact location and precise positioning with centimeter accuracy.

GPS Reference Station. A GPS reference station is used to achieve the centimeter level accuracy needed in a landfill application. The reference station sends GPS information over a radio link to the GPS receiver on the CAES-enabled machine. The receiver combines the information with its own observations to compute precise positioning.

Radio Network. The radio network for CAES has two channels. GPS correction data is transmitted over one channel, while the other channel is used to send site planning and production data to the machine and from the machine back to the site office. By utilizing the same radio as a repeater the range can be extended to provide seamless coverage around local obstacles such as hills or large buildings. Up to four radio repeaters may be used to provide extended coverage.

Landfill Planning Software. Site planning and surveying begins with the landfill planning software. CAES is compatible with most third party CAD planning software packages. Data formats used between the CAES software and the planning software are industry standard .DXF and ASCII.



CAESoffice™. The powerful Caterpillar-designed CAESoffice software enables landfill management to monitor CAES-equipped machines and work progress throughout the site in near real-time. The data is stored in a database format for easy customized access, reporting and editing.

METSmanager. This software package allows for integration of the landfill planning system and the machine. It provides the user interface for CAES and controls all communications over the wireless radio network. METSmanager reads design files in standard .DXF formats, converts them to CAES format (.CAT), and sends the design files to the on-board display on the machine over the radio network. This program continually updates the site model by regularly requesting data transmissions from the machine to the office.

- **File Window.** Displays design files (.DXF) created using the site planning package, and holds application configuration files for GPS receivers and files converted from .DXF to the CAES on-board software format (.CAT).
- **Machines Window.** Shows icons of each machine equipped with CAES on-board software. Allows multiple machines to be monitored at the same time.
- **Messages Window.** Contains a list of recent error, warning, confirmation, or information messages generated by METSmanager.
- **Communications Queue Window.** Lists all file transmissions scheduled to occur over the radio network and displays transmission status for all files.

Specifications

TC900B Communications Radio

- Technology: Spread spectrum
- Modes: Base, repeater, rover
- Optimal Range: 10 km (6 miles), line-of-sight
- Typical Range: 3-5 km (2-3 miles) varies w/terrain and operating conditions. Repeaters may be used to extend range
- Frequency Range: 902-928 MHz
- Networks: Ten, user selectable
- Transmit Power: Meets FCC requirements, 1 watt max.
- License Free (U.S. and Canada)
- Wireless Data Rates: 128 Kbps²
- Operating Temperature: -40° C to 70° C (-40° F to 158° F)
- Storage Temperature: -40° C to 85° C (-40° F to 185° F)
- Humidity: 100%
- Sealing: Exceeds MIL-STD-810E, sealed to ±34.5 kPa (±5 psi), immersible to 1 m (39 in)
- Vibration: 8 gRMS, 20-2000 Hz
- Operational Shock: ±40 g, 10 msec
- Survival Shock: ±75 g, 6 msec
- Electrical Input: 10.5 to 20V DC
- Nominal Current: 250 mA (3 W)1
- Transmit Current: 1000 mA (12 W)1
- Protection: Reverse polarity
- Control Interface: SAE J1939 CAN
- Emissions and Susceptibility: CE compliant, exceeds ISO 13766
- Input Connector: 8-pin
- Network Connector: 8-pin
- Height: 250 mm (10 in)
- Width: 85 mm (3.4 in)
- Weight: 0.9 kg (2.0 lb)

Radios outside of U.S. and Canada operate on different frequencies. Please contact your Cat Dealer for specifics.

L1/L2 GPS Antenna

- Operating Temperature: -40° C to 70° C (-40° F to 158° F)
- Storage Temperature: -55° C to 85° C (-67° F to 185° F)
- Height: 151mm (6 in)
- Width: 330 mm (13 in)
- Depth: 72 mm (2.8 in)
- Weight: 1.695 kg (3.8 lb)

MS840 GPS Receiver

- Tracking: 9 channels L1 C/A code, L1/L2 full cycle carrier, fully operational during P-code encryption
- Signal Processing: Supertrak multibit technology, Everest multipath suppression
- Positioning Mode –
- Synchronized RTK: 1 cm + 2 ppm horizontal accuracy/2 cm + 2 ppm vertical accuracy, 300 ms latency, 5 Hz std. maximum rate
- Low Latency: 2 cm + 2 ppm horizontal accuracy/3 cm + 2 ppm vertical accuracy, <20 ms latency, 20 Hz maximum rate
- DPGS: <1m accuracy, <20 ms latency, 20 Hz maximum rate
- Range: Up to 20 km from base for RTK
- Communication: 3x RS-232 ports, baud rates up to 115,200
- Control Interface: SAE J1939 CAN
- Configuration: RS-232 Serial connection
- Operating Temperature: -20° C to 60° C (-4° F to 140° F)
- Storage Temperature: -30° C to 80° C (-22° F to 176° F)
- Humidity: 100%
- Operational Vibration: 3 gRMS
- Survival Vibration: 6.2 gRMS
- Operational Shock: ±40 g
- Survival Shock: ±75 g
- Electrical Input: 12/24V DC, 9 watts
- Height: 5.1 cm (2.0 in)
- Width: 14.5 cm (5.7 in)
- Depth: 23.9 cm (9.4 in)
- Weight: 1.0 kg (2.25 lb)

CAES Touch Screen Display

- LCD Display: 264 mm (10.4 in) 640 × 480 transfective color VGA
- Buttons: touch screen
- Touch Screen: 3.17 mm (0.125 in) resolution infrared high light rejection
- Back Light: 200 cd/m², 200:1 dimming ratio
- Processor: Intel Pentium CPU
- Memory: 64 MB Ram
- Solid State Disk: Internal 128 MB, external compact flash

- Operating Environment: Embedded WinNT
- Operating Temperature: -20° C to 70° C (-4° F to 158° F)
- Storage Temperature: -50° C to 85° C (-58° F to 185° F)
- Sealing: IP68 sealed to ±5 psi
- Humidity: 100%
- Electrical Input: 9-32V DC
- Power Supply: 5 amp @ 40W load dump, reverse voltage, ESD, over voltage protection
- Connector: 70-pin
- Discrete I/O: 8 digital ports; 5 PMW inputs
- Mounting: bracket or panel
- Height: 261 mm (10.28 in)
- Width: 315 mm (12.4 in)
- Depth: 93 mm (3.66 in)
- Weight: 3.17 kg (8.5 lb)

CAESoffice/METSmanager PC Requirements

- Pentium II/III processor w/ 128 MB memory
- 21 in. monitor (SVGA color 1024 × 768 resolution) with 2MB video memory
- Windows NT 4.0 or higher with latest service pack
- Modem- internal or external (required for remote support)
- Required ports: serial (suggest 2 serial, 1 parallel)
- CD ROM drive
- 3.5 in disk drive
- Mouse or suitable pointing device
- Hard Drive Space: 200 MB min.

Customer Support. For over 25 years, Caterpillar has been providing electronic and electrical components and systems for the earthmoving industry – real world technology solutions that enhance the value of Cat products and make customers more productive and profitable. Your Cat Dealer is ready to assist you with matching machine systems to the application or obtaining responsible, knowledgeable support. For additional information, please contact us at LANDFILLGPS@CAT.com

Computer Aided Earthmoving System for Landfills

Landfill Compactors

Track-Type Tractors

Wheel Tractor Scrapers

Motor Graders

www.CAT.com

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AEHQ5549 (9-03)

Materials and specifications are subject to change without notice.
Featured machines in photos may include additional equipment.
See your Caterpillar dealer for available options.

CATERPILLAR®

EXHIBIT 8

CITY OF COLLEGE STATION CONTRACTS

INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an **Extended Reporting Period Endorsement***

Pollution Liability

Coverage Limit **minimum** \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

BM0068

Certificate of Insurance
 This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Mustang Machinery Company, Ltd. dba Mustang Cat; Mustang Power Systems, a division of Mustang Cat;
 Mustang Rental Services of Texas, Ltd.
 P O Box 1373
 Houston, TX 77251



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Expiration Date(s)	Policy Number(s)	Limits of Liability	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input type="checkbox"/> Policy Term	07/01/2005	WA2-19D-012083-214	LA, TX	Bodily Injury By Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
Workers Compensation				
General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence Retro Date	07/01/2005	TB2-191-012083-284	General Aggregate-Other than Prod/Completed Operations \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 Bodily Injury and Property Damage Liability \$2,000,000 Per Occurrence Personal and Advertising Injury \$2,000,000 Per Person / Organization Other Liability \$100,000 Fire Damage Other Liability \$5,000 Medical Damage	
Automobile Liability <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	07/01/2005	AST-191-012083-554	Each Accident - Single Limit - B. I. and P. D. Combined \$2,000,000 Each Person Each Accident or Occurrence Each Accident or Occurrence	
Property	07/01/2005	MC2-K9L-012083-694		

C O M M E N T S
 Policy includes endorsement with \$250,000 deductible limit per occurrence/claim (disease) with the provision that Liberty Mutual will advance payment of the deductible amount. -- Waiver of Subrogation in favor of City of College Station per written contract.

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.
 Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
 Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : Houston, TX Phone: 713-460-4650

Certificate Holder:

Ben Roper
 City of College Station
 Office of Technology and Information Services
 310 Krenek Tap Road
 College Station, TX 77842-9960

Christine Howell
CHRISTINE HOWELL
Authorized Representative