

LEASE AGREEMENT

This lease agreement is entered into on this 13th day of July, 2001, by and between, Bryan Iron and Metal, Ltd., a Texas Limited Liability Company, by Bryan Management Co., Inc., a Texas Corporation, its General Partner, d/b/a Texas Commercial Waste (hereinafter referred to as "LESSOR") and the City of College Station, Texas, a Texas home rule municipal corporation, (hereinafter referred to as "LESSEE"), whereby LESSOR agrees to lease and LESSEE agrees to pay for the property described herein:

ARTICLE I

1.01 The "leased property" consists a total of 825 slant-top, front-end loading refuse containers ("containers") as follows:

150, Four (4) Cubic Yard Containers

675, Eight (8) Cubic Yard Containers

1.02 All containers shall meet or exceed the specifications attached hereto as Exhibit A and incorporated herein by reference for all purposes. No substitutions shall be permitted unless expressly agreed to by LESSEE in writing.

1.03 LESSEE may, at its sole option, lease additional containers under this lease as City's requirements increase as provided in Article III herein.

1.04 LESSEE shall place its initial order for containers with LESSOR upon execution of this lease. LESSOR agrees to hold the excess containers at its warehouse without rental or stocking charge to LESSEE until such time that LESSEE's requirements necessitate the delivery of excess containers to LESSEE's customers. "Excess containers" as used herein shall mean the difference between the number of containers initially delivered and the total number of containers rented under this lease (825).

ARTICLE II

2.01 The term of this lease shall be for a period of five (5) years. The Lease shall commence on July 13, 2001, and shall expire on July 12, 2006. After the initial term, the Lease may be renewed for successive one-year terms upon mutual agreement of the parties thirty (30) days prior to the termination date of this lease.

ARTICLE III

3.01 LESSEE agrees to pay rent for the containers as follows:

<u>Containers</u>	<u>Monthly rate</u>
4 yard	\$7.50
8 yard	\$11.00

3.02 The parties agree that the total monthly rental for all containers shall be calculated as follows: total # of containers x price per container.

3.03 Rental of additional containers (number of containers leased over 825) during the term of this lease shall be in writing by lease amendment. The monthly rental charge for additional containers shall be at the same rental rate specified in Section 3.01.

3.04 Containers replaced by LESSOR pursuant to Section 4.01 shall be at the same rental rate specified in Section 3.01.

3.05 LESSOR shall submit monthly invoices for rent to LESSEE on or before the first day of each month. LESSEE shall remit payment within ten (10) days of receipt of invoice from LESSOR.

ARTICLE IV

4.01 LESSOR, during the entire term of this lease, shall maintain the containers in a condition of thorough repair and good order and replace any non-conforming or defective containers with new containers at the same rental rate at LESSOR's own expense, except where containers are destroyed by fire. If a container is destroyed by fire, LESSEE shall reimburse LESSOR for the amount to repair the burned container or the actual replacement cost of the

burned container, whichever is less. All containers used by LESSEE shall remain the personal property of LESSOR and title thereto shall exclusively be and remain in LESSOR.

4.02 LESSEE agrees that it shall return all containers to LESSOR at the end of the term or other termination hereof in substantially the same condition in which the containers were received, reasonable wear and tear and damage to containers excepted.

ARTICLE V

5.01 This agreement shall not be assigned without either party's prior written consent.

ARTICLE VI

6.01 LESSOR shall deliver all containers F.O.B. Customer Service locations. Upon execution of this lease agreement, and as necessary thereafter, LESSEE shall submit a list of all customer locations to LESSOR to which containers are to be delivered by LESSEE.

6.02 Initial delivery of all containers shall be on or before July 16, 2001.

6.03 LESSOR shall notify LESSEE of scheduled delivery date(s) for containers, which shall be within ten (10) days of delivery request by LESSEE.

6.04 LESSEE shall notify LESSOR when a container needs replacement or repair and the location of said container. Said containers shall be picked up by LESSOR from the customer location and delivered to the customer location at no additional charge. All replacements shall be made within seventy-two (72) hours of pickup by LESSOR for containers in need of repair or replacement.

ARTICLE VII

7.01 All non-conforming or defective containers may be rejected by LESSEE. Provided, however, that LESSEE's acceptance of the containers through oversight or otherwise shall not constitute a waiver of any non-conformity or defect in said containers. Neither observations by LESSEE nor inspections, tests or approvals made by LESSEE or its representative shall relieve LESSOR from its obligation to provide containers in accordance with the requirements of this Agreement.

7.02 If any container is rejected by LESSEE as non-conforming under this Agreement, then any replacement thereof shall be at LESSOR's expense. LESSOR shall replace defective containers within seventy-two (72) hours from the date of LESSEE's rejection.

ARTICLE VIII

8.01 The LESSOR agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

1. Commercial General Liability.
2. Automobile Liability.
3. Workers' Compensation Insurance

8.02 For each of these policies, the LESSOR's insurance coverage shall be primary insurance with respect to LESSEE, its officials, employees and volunteers. Any insurance or self-insurance maintained by LESSEE, its officials, employees or volunteers, shall be considered in excess of the LESSOR's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the LESSEE's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the LESSOR to the LESSEE pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to LESSEE's Representative at the time of execution of this Agreement, attached hereto as Exhibit "B," and approved by the City *before* work commences.**

8.03 The LESSOR shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8.04 General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the LESSEE by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the LESSEE.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Agreement; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Agreement.
- (g) The LESSEE, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial (Public) Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the LESSEE, its officials, employees, and volunteers.

8.05 Commercial General Liability requirements:

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.

8.06 Business Automobile Liability requirements:

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

8.07 Workers' Compensation Insurance requirements:

- (a) Employer's Liability limits of \$1,000,000.00 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

ARTICLE IX

9.01 LESSOR agrees to and shall indemnify and hold harmless LESSEE, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees for injury to or death of any person, or for damage to any property, arising out of or in connection with the LESSOR's activity in hauling the containers or any replacement containers and the placement of said containers at any location selected by LESSEE, to include, but not limited to indemnifying and holding harmless LESSEE from the consequences of LESSOR's negligence during such activity, whether that negligence is the sole or concurring cause of the injury, death, or damages related to such claims or causes of action.

9.02 LESSOR shall indemnify and hold harmless LESSEE from any and all claims or causes of action asserted by any suppliers, mechanics, laborers, or other subcontractors arising out of or related in any manner to the containers or any repairs to the containers provided under this Lease Agreement.

9.03 LESSOR agrees to and shall indemnify and hold harmless LESSEE, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees for injury to or death of any person, or for damage to any property, arising out of or in connection with and for the quality or characteristics of said containers supplied by LESSOR under this Agreement.

9.04 LESSOR assumes full responsibility for the work referred to in Paragraph 9.01 to be performed hereunder, and releases, relinquishes and discharges LESSEE, its

officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof for any injury to, including but not limited to death of LESSOR or its employees and any loss of or damage to LESSOR's property caused by or alleged to be caused by, arising out of, or in connection with LESSOR's lease of containers hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

ARTICLE X

10.01 Without prejudice to any other legal or equitable right or remedy that LESSEE would otherwise possess hereunder or as a matter of law, LESSEE upon giving LESSOR thirty (30) days written notice shall be entitled to terminate this agreement in its entirety at any time for the following:

If LESSOR becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

If a receiver trustee or liquidation of any of the property or income of LESSOR shall be appointed; or

If LESSOR shall fail to deliver containers when due; or

If LESSOR fails to remedy any default within three (3) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

If LESSOR commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

ARTICLE XI

11.01 After receipt of a notice of termination, unless otherwise directed by City's Representative, LESSOR shall remove containers from LESSEE's property and customer service locations, as applicable, at its own expense within thirty (30) days of said notice unless otherwise extended in writing by LESSEE.

ARTICLE XII

12.01 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.

12.02 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change at the addresses below:

LESSOR:

TEXAS COMMERCIAL WASTE
P.O. Box 645
Attn: Ronald Schmidt
Bryan, TX 77806

LESSEE:

CITY OF COLLEGE STATION
Public Services Department
Attn: Pete Caler
613 Texas Avenue South
College Station, TX 77845

12.03 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

12.04 No amendment(s) to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

12.05 This Agreement has been made under and shall be governed by the laws of the State of Texas.

12.06 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

12.07 LESSOR represents that it has a certificate of authority authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

12.08 Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

12.09 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of each party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.10 The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

12.11 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

12.12 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

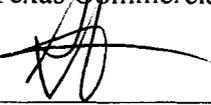
12.13 This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12.14 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Bryan Iron and Metal, Ltd., a Texas Limited Liability Company, by Bryan Management Co., Inc., a Texas Corporation, its General Partner, d/b/a Texas Commercial Waste

BRYAN IRON & METAL, LTD.,
Texas Limited Liability Company
BY: Bryan Management Co., Inc.,
a Texas Corporation, Its General Partner,
d/b/a Texas Commercial Waste

CITY OF COLLEGE STATION

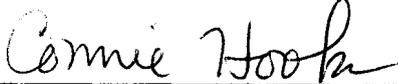
BY: 
Ronald Schmidt
General Manager

BY: 
Lynn McIlhaney, Mayor

Date: 7-10-01

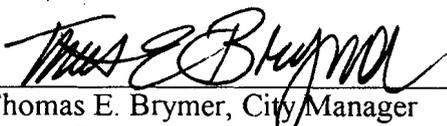
Date: 8/9/01

ATTEST:

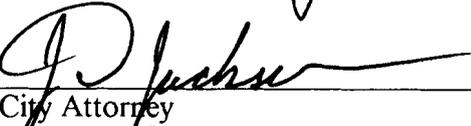

Connie Hooks, City Secretary

8/9/01
Date

APPROVED:


Thomas E. Brymer, City Manager

7-31-01
Date


City Attorney

7-30-01
Date

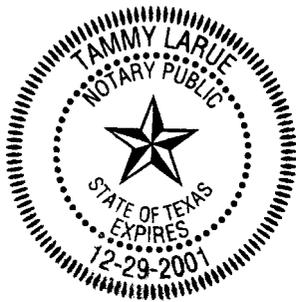

Director of Fiscal Services

7-30-01
Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 10th day of July, 2001, by Ronald Schmidt, in his capacity as General Manager of Texas Commercial Waste, on its behalf.



Tammy P. Larue
Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 9th day of August, 2001, by **Lynn McIlhaney**, in her capacity as Mayor of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Priscilla Elaine Henchel
Notary Public in and for
the State of Texas

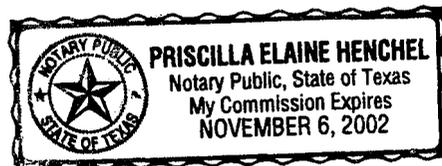


Exhibit "A"



City of College Station
1101 Texas Ave * College Station, TX 77842 * (979) 764-3823
www.ci.college-station.tx.us

ADDENDUM # 1
Bid #01-69

Date: June 14, 2001
To: All Interested Bidders
From: Cynthia Sciulli, Buyer
Re: Front End Loader Containers

The following additions, deletions, clarifications and/or corrections are hereby made a part of the terms, conditions, special conditions and specifications of above referenced bid:

CLARIFICATION / CORRECTION(S)

Page 5, paragraph 4. Delete the sentence "All equipment bid shall be new, unused and the same as the manufacturer's current production model." Used equipment for leasing purposes is acceptable.

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your bid to be considered non-responsive.

Authorized Signatory

Receipt of this Addendum is hereby acknowledged

6-25-01

Date

TEXAS COMMERCIAL WASTE

Company Name



City of College Station
1101 Texas Ave * College Station, TX 77842 * (979) 764-3823
www.ci.college-station.tx.us

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Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your bid to be considered non-responsive.

Authorized Signature

Receipt of this Addendum is hereby acknowledged

6-25-01

Date

TEXAS COMMERCIAL WASTE

Company Name



*City of College Station
1101 Texas Avenue
College Station, TX 77840
www.ci.college-station.tx.us*

**SPECIFICATIONS FOR
RENTAL OF FRONT END LOADING REFUSE CONTAINERS
BID #01-69**

BID OPENING DATE: JUNE 26, 2001 @2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until June 26, 2001, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, Buyer, Purchasing Services Division, (979) 764-3437. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for the rental of front-end loading refuse containers with the following Conditions of Bidding and those described in Attachment A. **This bid contains City's standard contract terms, conditions and insurance requirements. Failure to return completed contract with bid may cause bid to be considered non-responsive.**

SPECIFIC TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of College Station, Texas.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Receipt of Bids

Bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. **Faxed bid responses are not acceptable.**

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of bid must be fully completed.

Standard Contracts

Should this bid include any of the City's Standard Contracts, the contract shall be completed in black ink or typewritten, signed and notarized. The signed contract should not be construed as award of contract. In the event that this bid is awarded to your company, the executed contract will become the official document. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to City's standard contracts may cause bid to be considered non-responsive.

Award of Contract:

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Unit price (award by item)
- b. Total price (award by total bid)
- c. Special needs and requirements of the City
- d. Results of testing samples (if needed)
- e. Delivery
- f. The City's experience with products bid
- g. Vendor's past performance record with the City

In the event that there are any discrepancies in unit price and total, unit price will prevail. Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening..

Reservations

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a minimum period of five (5) years and invoiced monthly on a per container, rental basis. The City shall lease 825 containers total. This includes approximately 675, eight (8) cubic yard and 150, four (4) cubic yard containers. No quantities are guaranteed.

Extension of Contract

Upon completion of the term of the original contract, the contract may be extended annually upon mutual agreement of both parties.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the City at the sole discretion of the City Council. All terms and conditions of the contract, and specifications must be satisfactorily met, including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the City until the City actually accepts and takes possession of the goods at the point or points of the delivery.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The City will not be liable for payment of invoices received six (6) months after order completion.

SPECIAL PROVISIONS

Assembly

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit ready for continuous operation unless otherwise specified in bid document.

Bid Literature

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the City desires to purchase.

Delivery

All deliveries will be made based on instructions from the Public Works Sanitation Superintendent or his/her designee.

Pricing

Bid prices on specific, immediate commodity/service requirements shall remain firm for a minimum of ninety (90) days. Annual blanket purchase order bid prices shall remain fixed and firm for a minimum period of one (1) year, the initial contract period.

Quality

The equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Quantity

Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the City, unless specified and agreed upon otherwise.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

SPECIFICATIONS

This request for bid is to supply the City of College Station with both four (4) and eight (8) cubic yard Front End Loader (FEL) containers, provide customer delivery and container maintenance on an as needed basis to the City of College Station's Sanitation Division for a minimum rental of five (5) years invoiced monthly on a per container rental basis.

The City shall lease **825** containers total. This includes approximately 675, eight (8) cubic yard and 150, four (4) cubic yard containers. No quantities are guaranteed.

This specification is to describe both four (4) and eight (8) cubic yard, stand-top, front-end loading containers equipped for use with a two-point container hoisting device by the City of College Station Sanitation Division. Units furnished to these specifications must meet or exceed all requirements herein.

It is the intent of the City to describe the minimum specifications for front-end loading refuse containers that are the product of a manufacturer actively engaged in the production of refuse collection containers and embodies their latest improvements in design and construction. All equipment bid shall be new, unused and the same as the manufacturer's current production model. Units must conform to the best practice known to the container trade in design and lids shall be standard and interchangeable throughout the entire quantity of units as specified. Deviation from the specifications must be listed on a separate sheet along with substitutions and may result in the rejection of the bid.

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications. Bidders are cautioned that units delivered to F.O.B. points which do not meet specifications in every aspect will not be accepted.

- If the item you are bidding meets specifications as listed, please place a (X) in the blank space provided. If exceptions are taken, please attach a separate document stating wherein your equipment fails to meet the specifications as written.

FOUR (4) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

X
X
X
X
X
X

X

DIMENSIONS:

- a. Bottom width - 72"
- b. Top width - 75"
- c. Bottom depth - 51"
- d. Top depth - 45"
- e. Front height (loading) - 45"
- f. Back height - 59"

BODY:

- a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
- b. Floor shall be 12 gauge hot roll steel with three (3), 3/16" plate steel caster pads and center reinforced full depth channels.
- c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
- d. Lids will be attached to the outside of the containers with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
- e. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/4" steel double wall taco gussets each.
- f. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least 1/4" away from the front of the container.
- g. Container shall be continuously welded on inside and skip welded at all other seams.
- h. Container shall be equipped with a drain plug located on the bottom side as you face the container.
- i. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets of replacement lids, hinge rods, washers, and cotter pins will be included with the lid.

X		<u>PAINT:</u> a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting, in accordance with paint manufacturers specifications. Containers shall receive two (2) coats of rust resistant red primer, both inside and outside of the container, and one outside finish coat of high grade automotive enamel of the hardest finish available. Color to be maroon.
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X		<u>OSHA REGULATIONS:</u> a. Assembled containers must meet all OSHA Regulations
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X		<u>WARRANTY:</u> a. Warranty will be for a minimum of twelve (12) months.
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EIGHT (8) CUBIC YARD, SLANT-TOP CONTAINERS

MINIMUM SPECIFICATIONS:

X		<u>DIMENSIONS: (Approximate)</u> a. Bottom width - 12'
X		b. Top width - 13'
X		c. Bottom depth - 78"
X		d. Top depth - 76"
X		e. Front height (loading) - 52"
X		f. Back height - 71"

X		<u>BODY:</u> a. Front, rear, and end sheets shall be twelve (12) gauge hot roll steel.
X		b. Floor shall be ten (10) gauge hot roll steel reinforced with three (3), ten (10) gauge, full depth skid channels
X		c. Top of container shall be reinforced with ten (10) gauge formed channels on the front, rear, and ends.
X		d. Lids will be attached to the baffle plate with seven (7) gauge steel brackets and hinged by a 5/8" steel bar. Hinge bar will be secured by washers and cotter pins.
X		e. Baffle plate to be constructed of ten (10) gauge steel and continuously welded to the top of the container.
X		f. Lift sleeves shall be ten (10) gauge formed channels reinforced with a seven (7) gauge fork guide to assist operator in placing lift forks into channel pocket and to protect the front of the lift pocket. Lift sleeves shall also have four (4) 1/2" steel double wall taco gussets each.

X

X

X

X

- g. Front of container shall be equipped with a buff plate of seven (7) gauge steel to protect sides and front of container. Buff plate shall be designed to keep the cross bar between the forks of the collection truck at least ¼" away from the front of the container.
- h. Container shall be continuously welded on inside and skin welded at all other seams.
- i. Container shall be equipped with a drain plug located on the bottom right side as you face the container.
- j. Each container will have a tab with the serial number stamped on it and securely attached to it.

LIDS:

X

X

- a. Two (2) high density, polyethylene lids will be furnished with each container, with all parts needed to attach lids to container included. Lids shall be black.
- b. Ten (10) complete sets of replacement lids, hinge rods, washers, and cotter pins will be included with the bid.

PAINT:

X

- a. Container shall be cleaned of all splatter, grease, weld slag, and dirt. All rough edges and welds shall be ground smooth and the complete container thoroughly sanded before painting. In accordance with paint manufacturer's specifications. Containers shall receive two (2) coats of resistant red primer, both inside and outside of the container, and one outside finish coat of high grade automotive enamel of the hardest finish available. Color to be maroon.

OSHA REGULATIONS:

X

- a. Assembled containers must meet all OSHA Regulations.

WARRANTY:

X

- a. Warranty will be for a minimum of twelve (12) months.

QUOTATION

<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	150	ea	Four Cubic Yard Containers Industrial Disposal Supply 4 yd FL.SL. or equivalent	\$ <u>7.50</u>	\$ <u>1125.00</u>
				Annual cost	\$ <u>13500.00</u>
2	675	ea	Eight Cubic Yard Containers Industrial Disposal Supply 8 yd FL.SL. or equivalent	\$ <u>11.00</u>	\$ <u>7425.00</u>
				Annual cost	\$ <u>89100.00</u>

ANNUAL COST \$ 102600.00
(Items 1 & 2)

Four (4) cubic yard containers mfg. & model # IDS 4YD FL.SL. AND MAY FAB 4YD FL.SL

Eight (8) cubic yard containers mfg. & model # IDS 8YD FL.SL. AND MAY FAB 8YD FL.SL

FOB: College Station, TX

DELIVERY DATE: IN PLACE (calendar days)

TERMS: Net 30

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30

(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

P.O. **PROMPT PAYMENT DISCOUNT:** 2 % 10 days

(e. g. 1% 10 days, 2% 10 days)

AND/OR (circle one)

3) PROCUREMENT CARD PROGRAM yes X no

This payment method would allow for vendor payments to be made within 24 hours of use by City through City's Procurement Card Program provider).

--If "yes" discount offered: % (e.g. 1%, 1 1/2%, 2%)

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: GENERAL MANAGER

Typed Name: RONALD SCHMIDT Company Name: TEXAS COMMERCIAL WASTE

Phone No.: 979-775-7171 Fax No.: 979-778-4661

Mailing Address: P O BOX 645 E-mail: TCWRONSCH@HOTMAIL.COM
P.O. Box or Street

BRYAN TEXAS 77806 Date: 6-25-01

Federal Tax ID No.: 74-1547749

END OF BID #01-69

Attachment A

City of College Station General Bid Provisions

1. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
2. The term "Owner" as used throughout these documents will mean The City of College Station, Texas.
3. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the proposer during the proposal period.
4. Formal advertised bids indicate date and time by which the bids must be received in the Purchasing department. Bids received after that time will be returned, unopened, to the bidder.
5. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with/without exception.
6. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owner reserves the right to reject any and all bids by reason of this request.
7. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.
9. All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may include all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
10. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any of (but not limited to) the following causes: 1. failure to use the proposal form furnished by the Owner; 2. lack of signature by an authorized representative on the proposal form; 3. failure to properly complete the proposal; 4. evidence of collusion among proposers; 5. omission of uncertified personal or company check as a proposal guarantee; or 7. unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.
11. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."
12. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.
13. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
14. Prices should be itemized. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.
15. No freight or delivery charges will be accepted unless shown on bid.
16. Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
17. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
18. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
19. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
20. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
21. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
22. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

Exhibit "B"

INSURANCE CERTIFICATE

