#### CONTRACT AMENDMENT

#### No. 1

#### Transfer Station Grapple Crane Replacement

This Amendment shall be made a part of the City of Killeen <u>Letter of Agreement with Waste Systems</u> <u>Equipment, Inc.</u> This Contract was entered into on <u>March 27, 2024</u>. The change in the fee structure is as follows:

JUSTIFICATION: On March 26, 2024, pursuant to Resolution 24-059R, the City Council approved the purchase of a Robotec Optimax Stationary Loader for use at the City's Transfer Station. After the selected contractor, Waste Systems Equipment, Inc., visited the site, City Staff learned that it would need to install an additional soft-start system in connection with the loader. The purpose of the soft-start system is to protect electrical system at the Transfer System and prevent tripped circuit breakers every time the loader is used.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment #1	Proposed Contract Amount (Original thru Amendment #1)
Lump Sum fee proposed		\$310,556.00		\$310,556.00
Additional Services			\$5,316.00	\$315,872.00
	Total		\$5,316.00	\$315,872.00

Waste Systems Equipment, Inc.	City of Killeen
By: HELEN CHANG	Ву:
Signature: Helly Charg	Signature:
Title:ADMINISTRATIVE SECRETARY	Title:
Date:	Date:

#### CHANGE ORDER(S) FOR

#### **Transfer Station Grapple Crane Replacement**

<u>-</u>							NOTE		
	Department/Division: Vendor Name:		Public Works/ Solid Waste Waste Systems Equipment, Inc.		<b>Bid No.:</b> 24-23		1. If individual Change Order request is ≥ \$50,000, please attach CCMR in front of Ch. Order request for Council approval		
Original Contract Amount: Date CCMR Approved:		\$240 FFC 00		CCMR No.:	24-059R	<ol> <li>If, cumulatively, Change Orders are ≥ 25% of CCMR in front of Change Order request for Council a</li> </ol>		please atta	
				HISTORY OF CHA	NGE ORDE	RS			
CO# Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxx.xx)		BRIEF Reason for 0	Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change i Contract
1 Proposed Approved			\$5,316.00	388-8834-493.61-35	Need add	tional soft-sta	rt system installed with loader.	\$315,872.00	1.71
2 Proposed Approved								\$315,872.00	1.71
3 Proposed Approved								\$315,872.00	1.71
4 Proposed Approved								\$315,872.00	1.71
5 Proposed Approved								\$315,872.00	1.71
6 Proposed Approved								\$315,872.00	1.71
7 Proposed Approved								\$315,872.00	1.71
8 Proposed Approved								\$315,872.00	1.71
9 Proposed Approved								\$315,872.00	1.71
10 Proposed Approved								\$315,872.00	1.71
<u> </u>		1							
						Dept. Head S	Signature/Date		
(D						D			
Recommended	3:					Recommend	ea:		
Purchasing Ma	nager/Date					Director of Fi	nance/Date		
Recommended						Approved/Dis			
	-					, p			

City Manager/Date

City Attorney/Date

"TEXAS' OLDEST REFUSE BODY DEALERSHIP - FAMILY OWNED & OPERATED SINCE 1975"

Quote

Date: 9/11/2039
Quote # KTSL51024
Expiration Date: 90 Days

From: To:

Waste Systems Equipment, Inc. City of Killeen

PO Box 40878 Purchasing Department

Houston, TX. 77240 802 N. 2nd Street, Bldg E, 2nd Floor www.wastesystemsequipment.com Killeen, TX 76541

Ph: 713-939-0200 Ph: 254-501-7729

Fx: 713-939-0718 Fx

Salesman: Greg Eastland Contact: Lorianne Luciano
Email: wse1975@sbcglobal.net Email:Lluciano@killeentexas.gov

Title: Invitation For Bid No. 24-23, Transfer Station Grapple Crane Quantity Description Sales Price Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic Accumulator, Mounted On Loader Turret, Electrical Junction Box, Danfoss Electric Over Hydraulic Proportional Control Valve Assembly, Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables \$152,586.00 1 PU-75, 75 HP Power Unit, Electric Panel, Cut Off Switch, Load Sensing Pump, Thermostatic Oil Cooler, 101 Gallon Oil Tank, Support Structure And Hood, Secondary Start/Stop Accessories Control Box \$41,902.00 \$2,273.00 1 Special Stick Boom With Hydraulic Line Protection Tool Cylinder Kit, Including Cylinder, Supplemenetary Tubes On Booms 1 \$11,633.00 And Control Section For Tool Cylinder Activation (Over/Under) Custom Pedestal To Replace Prentice And Builtrite Bolt Pattern 1 \$1,419.00 42" Pedestal Riser \$7,124.00 1 75 HP Harsh Environment Package, Including Extra Cooling And 1 Reversible Fan \$4,557.00 Extension Cable From Operators Station To Electric Panel On Power 1 Unit Or Junction Box \$836.00 **HD Booms For Positioned Application** \$9,731.00 1 All Halogen Lights (2 Additional Lights Directed Sideways) 1 \$285.00 \$3,086.00 110% Drip Pan 1 Hydraulic Tool Cylinder Protector \$750.00 1 RPA2030C Grappler - Compacting \$18,952.00 1 1 RGP -502 Rotation \$14,009.00 Custom Lugging On RGP502 Rotator, Designed For Direct Pin-On To 1 The End Of The Machine Boom Or To Match An Existing Quick Attach \$3,052.00 System Adjustable, Limited Loader Rotation 1 \$861.00 Hydraulic Tubing And Hoses \$2,500.00 Removal Of Existing Loader And Installation Of New Loader \$23,000.00 \$12,000.00 1 Freight In Additional Requested Option: Soft Start System \$5,316.00 Total \$315,872.00



#### City of Killeen

File Number: RS-24-059 Enactment Number: 24-059R

Consider a memorandum/resolution authorizing the award of Bid No. 24-23 Transfer Station Crane to Waste Systems Equipment, Inc., in an amount not to exceed \$310,556.

DATE: March 19, 2024

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize Award of Bid No. 24-23, Transfer Station Grapple Crane to

Waste Systems Equipment, Inc.

#### **BACKGROUND AND FINDINGS:**

The Transfer Station relies on two stationary grapple cranes, both of which are Builtrite Model 2100, acquired in 2015 and 2019. These cranes play a vital role in the Transfer Station's operations, ensuring that each departing trailer is loaded to its maximum capacity. They play a crucial role in compacting municipal solid waste and ensuring uniform distribution within the trailers. However, the Builtrite 2100 acquired in 2015 has reached the end of its operational lifespan, frequently experiencing overheating issues necessitating shutdowns. The absence of these cranes would likely lead to considerable delays, backups, and increased transportation costs.

On January 25, 2024, the Purchasing Department received three (3) bids, from two (2) companies, in response to Bid No. 24-23 for the Transfer Station Crane.

Bid Vendors	Bid Amount
Waste Systems Equipment, Inc.	\$310,556
National Equipment Dealers (2100)	\$388,929
National Equipment Dealers (2150)	\$436,135

Following a thorough evaluation of the bids, Waste Systems Equipment, Inc. emerged as the most advantageous option for the city. Waste Systems Equipment, Inc. serves as a reputable dealer for Rotobec Equipment, renowned for over 45 years of manufacturing on-site waste compaction solutions. Rotobec Equipment is acclaimed for its innovative designs, prioritizing reliability and durability, and incorporating cutting-edge technologies throughout its production processes.

The City of Killeen Transfer Station must remain in compliance with Texas Commission on Environmental Quality (TCEQ) rules and regulations to maintain the City of Killeen MSW Transfer Station Registration No. MSW 40209.

#### **THE ALTERNATIVES CONSIDERED:**

N/A

Which alternative is recommended? Why?

N/A

#### **CONFORMITY TO CITY POLICY:**

Bid documents were made available through the City of Killeen Purchasing Department. Advertisements were made in the Killeen Daily Herald on January 7 and 14, 2024, and on the City's website. At the close of the bidding process, on January 25, 2024, at 2:00 p.m., three (3) bids were received for this project; the bids were opened and read aloud via Zoom.

#### **FINANCIAL IMPACT:**

## What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The FY 2024 expense is in an amount not to exceed \$310,556 for the purchase of a crane replacement at the Transfer Station.

#### Is this a one-time or recurring revenue/expenditure?

One-time

#### Is this revenue/expenditure budgeted?

Yes, funds are available in the Solid Waste CIP Fund in account 388-8834-493.61-35.

#### If not, where will the money come from?

N/A

#### Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

#### **RECOMMENDATION:**

Authorize the award of Bid No. 24-23, Transfer Station Crane to Waste Systems Equipment, Inc. and authorize the City Manager, or his designee, to execute a letter of agreement with Waste Systems Equipment, Inc. in an amount not to exceed \$310,556.

#### **DEPARTMENTAL CLEARANCES:**

Public Works Purchasing Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Bids
Agreement
Certificate of Interested Parties
Presentation

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 26th day of March 2024, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

Approved As To Form:

Holli C. Clements **CITY ATTORNEY** 

Approved:

Debbie Nash-King

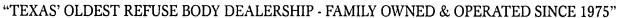
MAYOR

Attest:

Laura J. Calcote CITY SECRETARY



A TOTAL MUNICIPAL EQUIPMENT SUPPLY COMPANY



Quote

Date: 1/24/2024 Quote # KTSL12424

**Expiration Date:** 90 Days

From:

Waste Systems Equipment, Inc.

PO Box 40878 Houston, TX. 77240

www.wastesystemsequipment.com

Email:

713-939-0200 713-939-0718

Fx: Salesman:

**Greg Eastland** 

To:

City of Killeen

**Purchasing Department** 

802 N. 2nd Street, Bldg E, 2nd Floor

Killeen, TX 76541

Ph: 254-501-7729

Fx:

Contact: Lorianne Luciano wse1975@sbcglobal.net Email:Lluciano@killeentexas.gov

Title: Invitation For Bid No. 24-23, Transfer Station Grapple Crane

Quantity	Description	Sales Price
1	Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic	
	Accumulator, Mounted On Loader Turret, Electrical Junction Box,	
	Danfoss Electric Over Hydraulic Proportional Control Valve Assembly,	<del></del>
-	Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables	\$152,586.00
1	PU-75, 75 HP Power Unit, Electric Panel, Cut Off Switch, Load	
-	Sensing Pump, Thermostatic Oil Cooler, 101 Gallon Oil Tank, Support	
	Structure And Hood, Secondary Start/Stop Accessories Control Box	\$41,902.00
1	Special Stick Boom With Hydraulic Line Protection	\$2,273.00
1	Tool Cylinder Kit, Including Cylinder, Supplemenetary Tubes On Booms	
	And Control Section For Tool Cylinder Activation (Over/Under)	\$11,633.00
1	Custom Pedestal To Replace Prentice And Builtrite Bolt Pattern	\$1,419.00
1	42" Pedestal Riser	\$7,124.00
1	75 HP Harsh Environment Package, Including Extra Cooling And	
	Reversible Fan	\$4,557.00
1	Extension Cable From Operators Station To Electric Panel On Power	· · · · · · · · · · · · · · · · · · ·
-	Unit Or Junction Box	\$836.00
1	HD Booms For Positioned Application	\$9,731.00
1	All Halogen Lights (2 Additional Lights Directed Sideways)	\$285.00
1	110% Drip Pan	\$3,086.00
1	Hydraulic Tool Cylinder Protector	\$750.00
1	RPA2030C Grappler - Compacting	\$18,952.00
1	RGP -502 Rotation	\$14,009.00
1	Custom Lugging On RGP502 Rotator, Designed For Direct Pin-On To	•
	The End Of The Machine Boom Or To Match An Existing Quick Attach	
	System	\$3,052.00
1	Adjustable, Limited Loader Rotation	\$861.00
1	Hydraulic Tubing And Hoses	\$2,500.00
1	Removal Of Existing Loader And Installation Of New Loader	\$23,000.00
1	Freight In	\$12,000.00
	97-1-1	#240 FEC 20
	Total	\$310,556.00

\*Price excludes freight & any applicable sales, use or federal tax, license, title or registration fees unless otherwise stated.



#### Pricing is as follows:

Model 2100-SE Fully Self Contained	List Price
2100-SE Remote Power Unit / Remote Operators Station with Hip (Goose Neck) Boom and jib	
with bucket Linkage (wristing action) As per existing	\$350,429.00
Options	
Operator Training	Included
Auto Lube System	Included
Stand-up Operator's Console	Included
Trash Tamping Grapple	
Single Cylinder Trash Tamping Grapple	Included
Freight & Installation	
Inbound Freight: Killeen, TX.	\$6,000.00
Teardown & Installation (removal from jobsite responsibility of the City of Killeen)	\$ 32,500.00
Total Bid Price:	\$388,929.00

#### **Notes**

- 1. A Civil Engineer will need to be consulted to determine pedestal loads and stud condition install. A Moment, Axial and Torsional Loads sheet, with template will be provided.
- 2. The following items ARE NOT included in the quotation, and are the responsibility of Customer:
  - · Rental of any necessary heavy equipment such as cranes, telehandlers, compressors, etc.
  - On-site Electrician to assist with install.
  - · Machinery grouting for pedestal base mounting.
  - The pedestal base foundation, mounting bolts, nuts and washers are not included.
  - Customer to have Power supplied to pedestal base of crane and to hydraulic power unit.

#### Quotation will remain valid for an order placed on or before 02/28/2024.

\*Payment Terms: 35% Down payment with order, 55% due prior to shipping and 10% due after installation.



#### **Pricing is as follows:**

Model 2150-SE w/VFD Remote Power / Remote Operator	List Price
2150-SE VFD Remote Power/Remote Operation w/ 30' Reach Material handling boom	\$397,635.00
Options	
Operator Training	Included
Auto Lube System	included
Stand-up Operator's Console	Included
Trash Tamping Grapple	
Single Cylinder Trash Tamping Grapple	Included
Freight & Installation	
Inbound Freight: Killeen, TX.	\$6,000.00
Teardown & Installation (removal from jobsite responsibility of the City of Killeen)	\$ 32,500.00
Total Bid Price:	\$436,135.00

#### **Notes**

- 1. A Civil Engineer will need to be consulted to determine pedestal loads and stud condition install. A Moment, Axial and Torsional Loads sheet, with template will be provided.
- 2. The following items <u>ARE NOT</u> included in the quotation, and are the responsibility of Customer:
  - Rental of any necessary heavy equipment such as cranes, telehandlers, compressors, etc.
  - On-site Electrician to assist with install.
  - Machinery grouting for pedestal base mounting.
  - The pedestal base foundation, mounting bolts, nuts and washers are not included.
  - Customer to have Power supplied to pedestal base of crane and to hydraulic power unit.

#### Quotation will remain valid for an order placed on or before 02/28/2024.

\*Payment Terms: 35% Down payment with order, 55% due prior to shipping and 10% due after installation.

#### LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Waste Systems Equipment, Inc. ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the Rotobec Optimax 950 SM-R Stationary Loader, inclusive of all standard equipment. This includes the PU 75/75 HP Power Unit, a Special Stick Boom with Protection, Tool Cylinder Kit, Custom Pedestal, 42" Pedestal Riser, 75 HP Harsh Environmental Package, 100' Extension Cables for Remote Operator Controls, Adjustable Limited Rotation, Heavy Duty Booms, Halogen Work Lights, 110% Fluid Capacity Drip Pan, Hydraulic Tool Cylinder Guard, RPA2030C Grapple, RGP-502 Rotator, Custom Lugging, Freight Unit In, Hoses, and 20' Hard Lines Hydraulic Tubing between Loader and Power Unit. Additionally, the Contractor will handle the removal and installation of the new loader, as detailed in the attached Proposal Attachment "A" (the "Project").

<u>Term of Agreement.</u> This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 365 days.

Consideration. Contractor agrees to provide the services stated above:

	at the rate of \$ per hour;
<u>x</u>	for the lump sum payment not to exceed \$ 310,556; or
	progress payments in the total amount not to exceed \$ .
Indepe	endent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall

Contractor be deemed an employee or partner of Owner.

<u>Applicable Laws:</u> Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are

encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

<u>Standard of Care.</u> The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

<u>Insurance.</u> Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation
Automobile Liability
\$500,000 Combined single Limit for each accident (Bodily injury and property damage).

General Liability
\$1,000,000 each occurrence (Bodily injury and property damage).

Professional Liability
\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

<u>Subcontracts and Assignments</u>. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

<u>Indemnification</u>. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

<u>Termination</u>. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

<u>Texas Law</u>. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

<u>Severability</u>. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

<u>Survival</u>. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

<u>Non-waiver</u>. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

<u>Contract Verification</u>. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 Contractor must verify that it does not have a
  practice, policy, guidance, or directive that discriminates against a firearm entity or firearm
  trade association and will not discriminate during the term of the contract against a firearm
  entity or firearm trade association. Discriminate, firearm entity and firearm trade
  association are defined in Texas Government Code Chapter 2274.

• Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

<u>Entire Agreement</u>. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

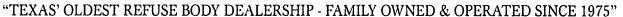
**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor		
Kent Cagle City Manager	Date	Greg Eastland Sales Manager	Date	



### WASTE SYSTEMS EQUIPMENT, INC.

A TOTAL MUNICIPAL EQUIPMENT SUPPLY COMPANY



Quote

Date:

1/24/2024 Quote # KTSL12424

**Expiration Date:** 

90 Days

From:

Waste Systems Equipment, Inc.

PO Box 40878

Houston, TX. 77240

www.wastesystemsequipment.com

Ph:

713-939-0200

Fx:

Email:

713-939-0718

Salesman:

**Greg Eastland** 

wse1975@sbcglobal.net

City of Killeen

**Purchasing Department** 

802 N. 2nd Street, Bldg E, 2nd Floor

Killeen, TX 76541

Ph: 254-501-7729

Fx:

Contact: Lorianne Luciano

Email:Lluciano@killeentexas.gov

Title: Invitation For Bid No. 24-23, Transfer Station Grapple Crane

Quantity	Description	Sales Price
1	Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic	
	Accumulator, Mounted On Loader Turret, Electrical Junction Box,	
	Danfoss Electric Over Hydraulic Proportional Control Valve Assembly,	· · · · ·
	Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables	\$152,586.00
1	PU-75, 75 HP Power Unit, Electric Panel, Cut Off Switch, Load	•
	Sensing Pump, Thermostatic Oil Cooler, 101 Gallon Oil Tank, Support	
	Structure And Hood, Secondary Start/Stop Accessories Control Box	\$41,902.00
1	Special Stick Boom With Hydraulic Line Protection	\$2,273.00
1	Tool Cylinder Kit, Including Cylinder, Supplemenetary Tubes On Booms	
	And Control Section For Tool Cylinder Activation (Over/Under)	\$11,633.00
1	Custom Pedestal To Replace Prentice And Builtrite Bolt Pattern	\$1,419.00
1	42" Pedestal Riser	\$7,124.00
1	75 HP Harsh Environment Package, Including Extra Cooling And	
	Reversible Fan	\$4,557.00
1	Extension Cable From Operators Station To Electric Panel On Power	<del> </del>
	Unit Or Junction Box	\$836.00
1	HD Booms For Positioned Application	\$9,731.00
_1	All Halogen Lights (2 Additional Lights Directed Sideways)	\$285.00
1	110% Drip Pan	\$3,086.00
1	Hydraulic Tool Cylinder Protector	\$750.00
1	RPA2030C Grappler - Compacting	\$18,952.00
1	RGP -502 Rotation	\$14,009.00
1	Custom Lugging On RGP502 Rotator, Designed For Direct Pin-On To	
	The End Of The Machine Boom Or To Match An Existing Quick Attach	
	System	\$3,052.00
1	Adjustable, Limited Loader Rotation	\$861.00
_1	Hydraulic Tubing And Hoses	\$2,500.00
1	Removal Of Existing Loader And Installation Of New Loader	\$23,000.00
1	Freight In	\$12,000.00
	Total	\$310,556.00

\*Price excludes freight & any applicable sales, use or federal tax, license, title or registration fees <u>unless otherwise</u> stated.

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and countr of business.	e of business entity filing form, and the city, state and country of the business entity's place siness.			1	
	Waste Systems Equipment, inc		202.	4-1123175		
	Houston, TX United States			Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	02/1	02/13/2024		
	City of Killeen		Date	Date Acknowledged:		
				03/27/2024		
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provide	y or state agency to track or ide ed under the contract.	ntify the c	ontract, and pro	∕ide a	
	Bid No. 24-23					
	Transfer Station Grapple Crane, Rotobec Optimax, and other	equipment if needed				
4	Name of the Land o			Nature of		
	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap	<del></del>	
				Controlling	Intermediary	
			-			
					·	
5	Check only if there is NO Interested Party.				:	
6	UNSWORN DECLARATION					
	My name is	, and my dat	e of birth is	f birth is		
	My address is					
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.					
	Executed inCounty,	, State of, on	the	day of	, 20	
	<u> </u>			(month)	(year)	
		Signature of authorized agent of (Declarant)	contracting	g business entity		

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

				1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties.  Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USI		
1	Name of business entity filing form, and the city, state and country of of business.	* *	Certificate Number:	OF FILITO	
	Waste Systems Equipment, inc		2024-1123175		
	Houston, TX United States		Date Filed:		
2			02/13/2024		
	City of Killeen		Date Acknowledged:		
3	Provide the identification number used by the governmental entity or description of the services, goods, or other property to be provided u	state agency to track or identify under the contract.	the contract, and pro	vide a	
	Bid No. 24-23 Transfer Station Grapple Crane, Rotobec Optimax, and other equi	inment if needed			
	Tanisis Station Grappic Grane, Notobee Spiritax, and other equi-	princin ii riceded	Nature o	f interest	
4	Name of Interested Party City	y, State, Country (place of busine	ss) (check a	oplicable)	
		++++	Controlling	Intermediary	
_					
5	Check only if there is NO Interested Party.				
}	UNSWORN DECLARATION				
	My name is HOLON CHANG	, and my date of bi	irth is 12/07/19	94	
	My address is 2402 BRISTOL BAND LANC.	KATY . T)	(zip code)	. USA (country)	
	I declare under penalty of perjury that the foregoing is true and correct.	•	·	• *	
	11 421	TOYAC	A FAI	24	
	Executed inCounty, Stat	ite of <u>TOXAS</u> , on the <u>I</u>	day of [CD (month)	, 20 (year)	
		yolinehang			
	Sign	nature of authorized agent of contra (Declarant)	acting business entity		

# AWARD BID NO. 24-23 TRANSFER STATION CRANE

RS-24-059

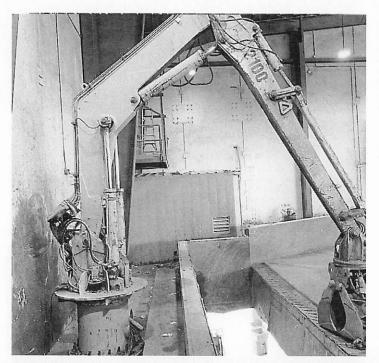
March 19, 2024

# Background

- The Transfer Station relies on two stationary grapple cranes to compact municipal solid waste (msw) into departing trailers to maximum capacity.
  - $\square$  One purchased in 2015 and on purchased in 2019.
- The Builtrite purchased in 2015 has reached the end of its operational lifespan, frequently experiencing overheating issues necessitating shutdowns.
- On September 12, 2023, City Council approved the FY24 CIP budget which included purchase of a replacement crane.

# Background

- On January 25, 2024, Purchasing received three (3) bids in response to Bid No. 24-23, Transfer Station Grapple Crane.
  - National Equipment Dealers (2)
  - Waste Systems Equipment, Inc
- Funds are allocated in the FY24 CIP budget for the crane in the amount of \$436,135.





Current Builtrite Models 2100s

They play a crucial role in compacting municipal solid waste and ensuring uniform distribution within the trailers. These cranes ensure that each departing trailer is loaded to its maximum capacity.



## Rotobec Optimax 950SM-R

Rotobec Equipment is acclaimed for its innovative designs, prioritizing reliability and durability, and incorporating cutting-edge technologies throughout its production processes.

# Recommendation

Authorize the award of Bid No. 24-23 Transfer Station Crane to Waste Systems Equipment, Inc. and authorize the City Manager or his designee to execute a letter of agreement with Waste Systems Equipment, Inc. in an amount not to exceed \$310,556.