

**RESOLUTION NO. 07-144**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE FIRST YEAR OF A THREE-YEAR RENEWABLE CONTRACT BETWEEN THE CITY OF PORT ARTHUR AND TRIANGLE WASTE SOLUTIONS OF NEDERLAND, TEXAS FOR LEACHATE HAULING AT THE CITY LANDFILL FOR A FEE OF \$52.00 PER HOUR WITH THE SUBSEQUENT TWO YEAR RATE ADJUSTED ACCORDING TO THE CPI AT THAT TIME. FUNDING IS AVAILABLE IN ACCOUNT NO. 403-1274-533.51-01.**

**WHEREAS**, the City must haul the leachate generated at the Landfill to the Port Acres Wastewater Treatment Plant; and,

**WHEREAS**, on February 18 and February 25, 2007 advertisements for bids was placed in the Port Arthur News; and,

**WHEREAS**, three (3) bidders responded (a copy of the bid tabulation is attached as Exhibit "A"); and,

**WHEREAS**, Triangle Waste Solutions of Nederland, was the lowest and most responsive bidder; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**THAT**, the City Manager be and he is hereby authorized to execute the first year of a three (3) year contract with Triangle Waste Solutions of Nederland, Texas attached hereto as Exhibit "B" for leachate hauling from the Landfill at a rate of \$52.00 per hour; and,

**THAT**, the subsequent two year's rate shall be adjusted according to the consumer price index (CPI); and,

**THAT**, funding is available in FY 2007 Budget Account No. 403-1274-533.51-01; and,

**THAT**, a copy of this Resolution be sent to the Contractor; and,

**THAT**, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** this <sup>27<sup>th</sup></sup> day of March, A.D. 2007 at a Regular meeting of the City of Port Arthur, Texas by the following vote:

Ayes: 7 Mayor: Mayor Pro Tem Prince;

Councilmembers: Lewis, Barker, Denderson, Beard, Williamson and Sinegal.

Noes: None.

Delois Prince  
**MAYOR PRO TEM PRINCE**

Attest:  
Terri Parks  
City Secretary (Assistant)

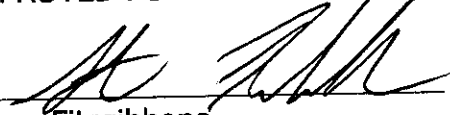
APPROVED AS TO FORM:  
Val Igno  
City Attorney (ON BEHALF OF)

APPROVED AS TO AVAILABILITY OF FUNDS:

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Rebecca Underhill  
Finance Director

APPROVED FOR ADMINISTRATION:



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Steve Fitzgibbons  
City Manager



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John A. Comeaux  
Director of Public Works



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Triangle Waste Solutions

# **EXHIBIT A**

**CITY OF PORT ARTHUR, TEXAS  
 BID SHEET**

DATE: MARCH 7, 2007

DESCRIPTION: LEACHATE HAULING

ITEM #	QUAN.	UOM	ITEM	NAME OF BIDDER		NAME OF BIDDER	NAME OF BIDDER
				EAGLE CONSTRUCTION & ENVIRONMENTAL SERVICES	TRIANGLE WASTE SOLUTIONS		
				COST	COST	COST	COST
1	3,200	GAL	TANK TRUCK W/OPERATOR FULL LOAD	\$ 285.00	\$ 272.00		NO BID
2	1,000	GAL	TANK TRUCK W/OPERATOR PARTIAL LOAD	\$ 240.00	\$ 85.00		NO BID
3		HR	TANK TRUCK W/OPERATOR FULL LOAD	NO BID	\$ 52.00		\$ 60.00
4		HR	TANK TRUCK W/OPERATOR PARTIAL LOAD	NO BID	\$ 52.00		\$ 60.00
5		HR	MINIMUM HOURS CHARGED PER CALL-OUT, FULL OR PARTIAL	NO BID	0		4
			PLACE OF BUSINESS	EASTLAND TX	NEDERLAND TX		PORT ARTHUR TX

# EXHIBIT "B"

## CONTRACT AGREEMENT

THIS AGREEMENT, made this 27<sup>TH</sup> day of MARCH 2007 by and between an individual, firm, partnership or corporation, TRIANGLE WASTE SOLUTIONS, LP hereinafter called "Contractor", and the City of Port Arthur, a municipal corporation organized under the laws of the State of Texas, hereinafter called the "Owner" or "City".

**WITNESSETH:** That for and in consideration of the payments, terms, conditions and agreements set forth herein, Owner and Contractor agrees as follows:

1. The term of this Contract shall be for approximately one (1) year and will become effective this 27<sup>TH</sup> day of MARCH, 2007, unless terminated sooner under the provision hereof.
2. During the term of this Contract, the Contractor will furnish at his own expense all of the materials, supplies, tools, equipment, labor, qualified supervision and other services necessary for the satisfactory completion of specifications and agreements.
3. The Contractor agrees to perform all the work described in the specifications and contract documents and comply with the terms therein for the sum of \$272 per 3,200 gallons of leachate transported and \$ 85 for 1,000 gallons for less than full truck loads of leachate transported, or \$ 52 per hour for full loads and \$ 52 per hour for partial loads with a 0 hour minimum charge per call-out for full or partial loads.
4. The term "Contract Documents" means and includes the following:
  - a. Agreement

- b. Advertisement for BIDS
  - c. Information to Bidders (if applicable)
  - d. Bid
  - e. General Requirements
  - f. Specifications
  - g. Insurance Certificate(s)
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Information such amounts as required by the Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This agreement can be terminated with thirty (30) days written notice for reasons other than just cause as stated in the specifications.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in each two (2) copies of which shall be deemed an original on the date first above written.

**APPROVED IN FORM:**

**OWNER:**  
CITY OF PORT ARTHUR

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor



**ATTEST:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Manager

**CONTRACTOR**

TRIANGLE WASTE SOLUTIONS, LP  
Company

P.O. Box 1714  
Address

NEDERLAND, TX 77627  
City/State/Zip

By: \_\_\_\_\_  
GREG GABRIELE

Title: VICE PRESIDENT

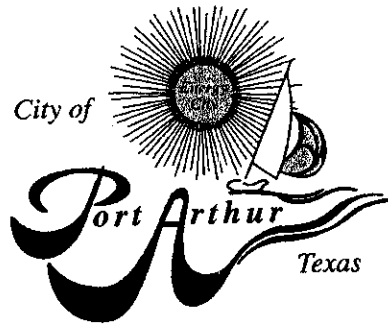
(Corporate Seal)

**ATTEST:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

OSCAR G. ORTIZ, MAYOR  
DELORIS PRINCE, MAYOR PRO-TEM  
COUNCIL MEMBERS:  
WILLIE LEWIS JR.  
FELIX A. BARKER  
THOMAS J. HENDERSON  
MARTIN FLOOD  
JOHN BEARD, JR.  
ROBERT E. WILLIAMSON  
MICHAEL "SHANE" SINEGAL



STEPHEN FITZGIBBONS  
CITY MANAGER  
EVANGELINE "VAN" GREEN  
CITY SECRETARY  
MARK T. SOKOLOV  
CITY ATTORNEY

## INVITATION TO BID

January 17, 2002

### Vendors:

Scaled Bids, subject to the General Instructions, Conditions and Specifications, as provided will be addressed to the City Secretary of the City of Port Arthur, Texas in DUPLICATE.

Scaled BIDS shall be received no later than 3:00 P. M. March 7, 2007 at the City Secretary Office and all bids received will thereafter be opened and read aloud on March 7, 2007 in the City Council Chambers, 5th Floor, City Hall, Port Arthur, Texas for the following:

### **TRANSPORTATION OF THE CITY OF PORT ARTHUR LANDFILL LEACHATE TO THE CITY OF PORT ARTHUR'S PORT ACRES SEWAGE TREATMENT FACILITY ON HIGHWAY 365**

BIDS SHALL BE PLACED IN A SEALED ENVELOPE, with the bidder's name and address in the upper left-hand corner of the envelope. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

BIDS MUST BE submitted on the pricing form included for that purpose in this packet and SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT.

**MARK ENVELOPE: LEACHATE**

Scaled Bids shall be submitted:

CITY OF PORT ARTHUR  
CITY SECRETARY  
P. O. BOX 1089  
PORT ARTHUR, TX 77641-1089

CITY OF PORT ARTHUR  
CITY SECRETARY  
444 4TH STREET  
PORT ARTHUR, TX 77640

**ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE  
OPENING DATE AND TIME.**

Bids received after the closing time specified will be returned to the bidder unopened. Award will be made as soon as practicable after opening. To obtain results, or if you have any question, please contact Clifton Williams at the City of Port Arthur Purchasing Office, at (409) 983-8160.

The City of Port Arthur reserves the right to reject any or all Bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Port Arthur.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Broussard", written in a cursive style.

Joseph Broussard  
Purchasing Manager

**CITY OF PORT ARTHUR  
ADVERTISEMENT FOR BIDS**

**PUBLIC WORKS  
TRANSPORTATION OF LANDFILL LEACHATE**

**FEBRUARY 18, 2007**

**FEBRUARY 25, 2007**

**890 Public  
Notices**

**CITY OF PORT  
ARTHUR, TEXAS  
REQUEST FOR BIDS**

NOTICE IS HEREBY GIVEN THAT sealed Bids, addressed to the City of Port Arthur, will be received at the Office of the City Secretary, City Hall 444- 4th Street or P.O. Box 1089, Port Arthur, Texas 77641 no later than 3:00 P.M., Wednesday, March 7, 2007 and all bids received will thereafter be opened and read aloud in the City Council Chambers, 5th Floor, City Hall, Port Arthur, Texas for certain services briefly described as:

**TRANSPORTATION OF  
LANDFILL LEACHATE**

Bids received after closing time will be returned unopened.

Copies of the Specifications and other Contract Documents are on file in the Purchasing Office, 444- 4th Street, City of Port Arthur, and are open for public inspection without charge.

The City of Port Arthur reserves the right to reject any and all bids to waive informalities.

Joseph Broussard  
Purchasing Coordinator

**CITY OF PORT  
ARTHUR, TEXAS  
REQUEST FOR BIDS**

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LANDFILL LEACHATE**

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The City of Port Arthur reserves the right to reject any and all bids to waive informalities.

Joseph Broussard  
Purchasing Coordinator

**CITY OF PORT ARTHUR**  
**INSTRUCTION TO BIDDER**

Bidders are requested to furnish their complete REMIT TO address and TAX IDENTIFICATION NUMBER as indicated below:

**REMIT PAYMENT TO:**

Company Triangle Waste Solutions, LP

Address P.O. Box 1714

City/State Nederland, TX 77627

**SEND PURCHASE ORDER TO:**

Company Triangle Waste Solutions, LP

Address P.O. Box 1714

City/State Nederland, TX 77627

**TAX IDENTIFICATION NUMBER:** 47-0932325

BID DATE March 7, 2007

**BID FORM**

Proposal for Leachate Transporting Services

TO: City Secretary  
City of Port Arthur  
P.O. Box 1089  
Port Arthur, TX 77641-1089

The undersigned hereby agrees to furnish the equipment as listed below in accordance with specifications on file at the City of Port Arthur, Purchasing Coordinator, Port Arthur, Texas which have been carefully examined and which are attached herein.

**BID**

Tank Truck w/Operator, full load \$ 272.00 /3,200 gals

Tank Truck w/Operator, partial load \$ 85.00 /1,000 gals

Or

Tank Truck w/Operator, full load \$ 52.00 /hour

Tank Truck w/Operator, partial load \$ 52.00 /hour


Minimum hours charged per call-out, full or partial load 0 hours

Receipt of Addenda is acknowledged:

Number \_\_\_\_\_ Dated \_\_\_\_\_ Received \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_ Received \_\_\_\_\_

It is understood that the contract will be awarded on the basis that it is the best value to the City using bid prices and recent hauling records to determine said best value.

  
\_\_\_\_\_  
Signature

3-7-07  
\_\_\_\_\_  
Date

Greg Gabriele  
Typed Name of Individual

Name of Business Triangle Waste Solutions, LP

Address P.O. Box 1714

City/State/Zip Nederland, TX 77627

Telephone (409) 727-0511

**AFFIDAVIT**

All pages in offer's bid proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid proposal.

The undersigned offers and agrees to one of the following:

  x   I hereby certify that I do not have outstanding debts with the City of Port Arthur. Further, I agree to pay succeeding debts as they become due during this agreement.

       I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement.

       I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

NAME OF OFFICER Greg Gabriele

TITLE Vice President

ADDRESS P.O. Box 1714

CITY/STATE/ZIP Nederland, TX 77627

TELEPHONE NUMBER (409) 727-0511

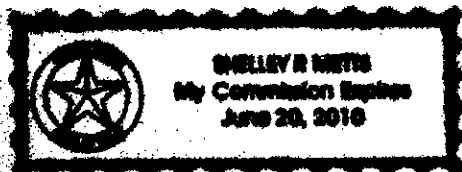
SIGNATURE *Greg Gabriele*

SUBSCRIBED AND SWORN to before me by the named Greg Gabriele

       on this the 7<sup>th</sup> day of March, 2007.

Notary Public in and for the State of Texas

**RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL**



*Shelley R. Metts*



**CONFLICT OF INTEREST STATEMENT**

Please delineate all owners of your company. If you have any contractual business relationship or family relationship with any member of the governing body of the City or if you expect this to occur, please so state:

Joe Swinkbank
Triangle Waste, LP
no conflicting relationships

Signature Nancy Rocaforte

**CITY OF PORT ARTHUR  
GENERAL SPECIFICATIONS**

GENERAL INFORMATION:

**NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in the Bid or Proposal Specifications listed in this Bid Package.**

The intent of this INVITATION TO BID (ITB) is to provide bidders with sufficient information to prepare **SEALED BIDS IN DUPLICATE** for furnishing: **TRANSPORTATION OF THE CITY OF PORT ARTHUR LANDFILL LEACHATE TO THE CITY OF PORT ARTHUR'S PORT ACRES SEWAGE TREATMENT FACILITY ON HIGHWAY 365**

Bids must be in a sealed envelope addressed to the City Secretary, City of Port Arthur, P. O. Box 1089, Port Arthur, Texas 77641. Bids shall be received no later than 3:00 P. M. March 7, 2007. Bid proposal **MUST BE SIGNED BY THE BIDDER**.

All bids meeting the intent of this request for bid will be considered for award. **BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID.** The absence of such a list shall indicate that the bidder has not taken exception and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

The City reserves the right to:

1. Reject any and all bids, and to make no award if it deems such action to be in its best interest.
2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities or defects in bids, or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price. This preference can't be granted for purchases involving Federal Funds.

The award shall be made to the responsible vendor(s) whose bid is determined to be the lowest offer; taking into consideration the relative importance of price, conformance to specifications and capability and experience of the contractor.

**TERMINOLOGY:** "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and "Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business, and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public moneys under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of the ITB. Offerers shall acknowledge receipt of all addenda.

**PRICES:** The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

**PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

**INVOICES:** All invoices shall be mailed directly to the City of Port Arthur, Attn.: Operation Center Dept., P. O. Box 1089, Port Arthur, Texas 77641.

**Payment:** Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to anyone owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

CONTRACT: The following will comprise the contract between the City and the successful bidder:

1. Information for Bidders
2. Bid Sheet
3. Notice of Awards
4. Specifications
5. Addenda

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

All bids will remain in effect for sixty (60) days after the bid opening date.

If through any cause the Bidder fails to fulfill in a timely and proper manner, his obligations under this Contract, or fails to perform in accordance with these specifications, the City reserves the right to terminate this Contract by giving written notice to the Bidder of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

No person has the authority to verbally alter these specifications. Any interpretations, corrections or changes to this ITB and specifications will be made in writing by the Purchasing Division of the City of Port Arthur and sent to each person having a bid package.

The vendor must be an authorized dealer for all products offered. The vendor must give the manufacturers name and product description of all items. Inferior products, products which perform at a substandard level, or poor quality products will be rejected.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, Texas 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of statement.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered most suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Questions concerning this ITB or additional information should be directed to Gerald Robinson at 409-983-8518 or Michael Tentrup at 409-736-1383.

February 2007

**CITY OF PORT ARTHUR**  
**Specifications for the**  
**Transportation of City of Port Arthur Landfill Leachate**  
**To the City of Port Arthur's Port Acres**  
**Sewage Treatment Facility on Highway 365**

**General Information**

These specifications are for the loading and transportation of landfill leachate from the City of Port Arthur Solid Waste Landfill on Highway 73, 1-½ miles West of Taylor Bayou Bridge to the City's Sewage Treatment Facility on Highway 365 west of Jade Avenue for disposal. No fees will be charged Bidder for disposal of the leachate at the sewage treatment facility.

**Specifications**

Bidder shall supply the following:

1. A minimum of one (1) 3,200 gallon truck, with additional trucks being available to fulfill the City's needs, with 3" and 6" loading and unloading capabilities.
2. Bid to include fuel and maintenance.
3. Qualified licensed operators and any peripheral equipment (i.e. hoses & connections needed to connect to City's sludge handling equipment).
4. Current registration with TCEQ as a transporter of landfill leachate.
5. Company's permit numbers and name must be displayed on each truck.

Successful bidder shall work on an "as needed" basis under the general direction of the Solid Waste Superintendent—Landfill. Bidder shall use a City-supplied trip ticket showing time of departure from the landfill, amount of load, time of arrival at the sewage treatment facility, and a treatment facility operator signature. Trip tickets shall be submitted with billings. A typical workday shall be limited to 6:30 a.m. to 2:30 p.m. Bidder shall provide a rate on the basis of a full truckload and on the basis of a partial load of less than 3,200 gallons. Bidder shall state any exceptions on the form provided.

The City estimates twenty (20) full truckloads per week and this is an approximate amount for bidding purposes only. This amount was determined from recent experience, and the City has the right to increase or decrease the amount of loads hauled as the landfill operations dictates.

All work shall be performed in the capacity of an independent contractor and contractor's agents and/or employees shall not be considered employees of the City of Port Arthur. Successful bidders shall be required to maintain public liability insurance in the minimum amounts of \$1,000,000 aggregate/\$500,000 per occurrence and automobile liability in the amount of \$500,000 combined single limit.

Successful bidder must agree to enter into a contract with the City of Port Arthur. The initial term of the contract shall be for one (1) year beginning after award by the City Council, and shall be renewable in increments of one (1) year for an additional two (2) years upon specific yearly approval by the City Council. Prices quoted for the first year of the contract shall be firm, and shall be indexed for the next two (2) years using the Consumer Price Index for a category of work comparable to this service.

This is not a contract for a completed project but, instead, shall be paid on a monthly basis for loads hauled within the previous month. The successful bidder's failure to perform the obligations of this contract in a timely and proper manner (as determined by the Solid Waste Superintendent) shall give the City the right to terminate this contract by written notice. Such written notice shall be given at least five (5) days prior to the effective date of termination.

All prospective bidders are encouraged to visit the City of Port Arthur Landfill site to observe present practices and field conditions prior to submission of their bid. For additional information, please contact Gerald W. Robinson at (409)-983-8500 or Michael Tentrup at (409)-736-1383.

The City reserves the right to reject any or all bids and to waive formalities.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2007

**PRODUCER**

Bowen, Miclette & Britt, Inc.  
1111 North Loop West  
Suite 400  
Houston TX 77008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Triangle Waste Solutions, LLC  
4956 Bourque Road  
Nederland TX 77627

**INSURERS AFFORDING COVERAGE**

INSURERA: First Mercury Insurance Compa  
INSURERB: Old American Cty Mut Fire  
INSURERC: New Hampshire Ins Co  
INSURERD: RSUI Indemnity  
INSURERE: Travelers Lloyds Ins Co

**NAIC #**

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	FMTX002158	8/1/2006	8/1/2007	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DSSB4213121	8/1/2006	8/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NHA035979	8/1/2006	8/1/2007	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3422805	8/1/2006	8/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER LEASED/RENTED EQUIPMENT	QT6600546B48A	8/1/2006	8/1/2007	\$500,000. \$25,000. LIMIT PER ITEM DEDUCTIBLE PER CLAIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

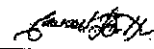
**CERTIFICATE HOLDER**

City of Pt Arthur  
For Leachate Landfill  
Port Arthur TX 77640

**CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.