

CO-OPERATIVE PURCHASE AGREEMENT NO. 5918

Roll Off Truck Rentals for Solid Waste

THIS **Roll Off Truck Rentals Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Big Truck Rental, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Roll Off Truck Rentals in accordance with its agreement with OMNIA Partners #2019000319 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Roll Off Truck Rentals in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$240,200.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Gabriel Maldonado
Title: Contracts/Funds Administrator
Address: 2525 Hygeia, Corpus Christi, Texas 78415
Phone: 361-826-1986
Fax: 361-826-1971

IF TO CONTRACTOR:

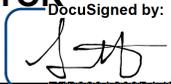
Big Truck Rental, Inc.
Attn: Scott Smith
Title: Director of Sales
Address: 4221 W. Boy Scout Blvd., Suite 400, Tampa, Florida 33607
Phone: 813-570-8685
Fax: N/A

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:

Signature:  _____
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Printed Name: Scott Smith

Title: Director of Municipal Sales

Date: 6/20/2024

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: OMNIA Partners #2019000319

ATTACHMENT A: SCOPE OF WORK

1. Scope of Work:

The Rolloff trucks will be used to transport sludge to the Landfill. The equipment will be utilized 50 hours a week (6 days), 200 hours per month (24 days).

2. Minimum Equipment Specification:

Rolloff Truck, Qty: 2 units

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

3. Contractor Responsibilities:

- a. The Contractor shall deliver and pick up the rental equipment.
- b. Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and repaired or replaced by the Company at no additional charge to the City during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the City.
- c. The Contractor is responsible to replace and/or repair tire and tube.
- d. The Contractor shall provide credit for idle days if the equipment is idle because of repairs or replacement.

4. City Responsibilities:

- a. The City will handle the equipment and keep the unit clean while in our possession.
- b. The City will fuel the equipment.
- c. The City will have unit full of fuel before vendors collects the unit.
- d. The City will obtain insurance coverage for the vehicles through the Texas Municipal League's Intergovernmental Risk Pool.
- e. The City will inform Contractor in writing of the City employees who are authorized to receive the Roll Off Trucks.

5. Delivery: F.O.B

J.C. Elliott Transfer Station,
7001 Ayers Street
Corpus Christi, Texas 78415

6. Inspection:

Upon receipt, each unit shall be inspected for condition and specification compliance by a City representative prior to acceptance. If the unit is not accepted, the Supplier shall pick up and deliver the new unit without any cost to the City.

Point of Contact is Philip Aldridge, 361-826-4482 or Gabriel Maldonado, 361-826-1986.



Company Address 4221 W. Boy Scout Blvd
 Suite 400
 Tampa, FL 33607

Prepared By Mark Rentschlar

Phone 8135708685

Created Date 6/14/2024

Email mark@bigtruckrental.com

Quote Number 00040202

CUSTOMER INFORMATION

Billing Customer	City of Corpus Christi	Rental Customer	City of Corpus Christi
Billing Contact	Philip Aldridge	Shipping Contact	Philip Aldridge
Billing Address	Po Box 9277 Corpus Cristi TX 78469	Shipping Address	Coprus Christi TX
Billing Email	philipa@cctexas.com	Shipping Email	philipa@cctexas.com
Billing Phone	(361) 826-1900	Shipping Phone	(361) 826-1900
Billing Mobile	3618264482	Shipping Mobile	3618264482
Billing Fax	(361) 826-4394	Shipping Fax	(361) 826-4394

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
5023019	2024	Mack	GR64BR	1M2GR3GC6RM042213	Roll Off	DD60AC	14,637.26	600.90	Hutchins, TX
5023037	2024	Peterbilt	567	1NPCLP0X7RD642644	Roll Off	DD87DA	4,454.73	195.90	Houston, TX

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
5023019	Long Term Roll Off on a multi-weekly basis	52.00	\$2,275.00	\$118,300.00	\$1,800.00	7/1/2024	6/29/2025
5023037	Long Term Roll Off on a multi-weekly basis	52.00	\$2,275.00	\$118,300.00	\$1,800.00	7/1/2024	6/29/2025

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$236,600.00	Total Amount Due	\$240,200.00
Total Security	\$0.00		
Deposit			
Total Transportation Cost	\$3,600.00		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing is for a 4-week rental period for 12 months for (2) Roll Off and is based on OMNIA Partners National Cooperative Contract #2019000319.



Quote #00040202

Transportation is one way.

Return transport will be charged at end of rental term and will be determined based on availability at dealer location at time of completion of rental, not exceed \$3,600.00.

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